

NOTICE OF MEETING & AGENDA

Ordinary Meeting

Wednesday 26 May 2021

Roma Administration Centre

NOTICE OF MEETING

Date: 17 May 2021

Mayor:

Councillor T D Golder

Deputy Mayor:
Councillors:

Councillor G B McMullen
Councillor J R P Birkett
Councillor M C Edwards
Councillor J L Guthrie
Councillor J M Hancock
Councillor W L Ladbrook
Councillor C J O'Neil
Councillor W M Taylor

Chief Executive Officer:

Ms Julie Reitano

Executive Management:

Mr Rob Hayward (Deputy Chief Executive Officer/Director
Development, Facilities & Environmental Services)
Ms Sharon Frank (Director Corporate & Community Services)

Attached is the agenda for the **Ordinary Meeting** to be held at the Roma Administration Centre on 26 May, 2021 at 9.00AM.

A handwritten signature in black ink, appearing to read 'Julie Reitano', is written over a horizontal line.

Julie Reitano
Chief Executive Officer

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Status Reports**Next General Meeting**

- To be held at the Roma Administration Centre on 9 June 2021.

Confidential Items

In accordance with the provisions of section 254J(3) of the *Local Government Regulation 2012*, a local government may resolve to close a meeting to the public to discuss confidential items that it's Councillors or members consider it necessary to close the meeting.

C Confidential Items

- C.1 Claim for Damages**
Classification: Closed Access
 Local Government Regulation 2012 Section 254J(3)(g) negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.
- C.2 Request to purchase portion of Council land - Lot 2 on RP64008**
Classification: Closed Access
 Local Government Regulation 2012 Section 254J(3)(g) negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.

C.3 Write Off Amounts in Accounts Receivable

Classification: Closed Access

Local Government Regulation 2012 Section 254J(3)(g) negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.

Councillor Business

13 Councillor Business

Closure

OFFICER REPORT

Meeting: Ordinary 26 May 2021

Date: 19 April 2021

Item Number: 11.1

File Number: D21/31002

SUBJECT HEADING: Birth, Death and Marriage Notices

Classification: Open Access

Officer's Title: Communications Officer - Infrastructure Services

Executive Summary:

With the Western Star no longer in print, Maranoa residents are struggling to publish their birth, death and marriage notices.

This report outlines potential options to fill this gap, as well as cost associated.

Officer's Recommendation:

That:

1. Council undertake a six-month trial with both Option 1 (Bottle Tree Bulletin) and Option 2 (4ZR radio advertising), commencing in August 2021;
2. Council communicate with the community via a media release about the options available to communicate their birth, death and marriage notices; and
3. A report be brought back to Council with the results at the conclusion of the trial.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Booringa Action Group (Tenderer for The Bottle Tree Bulletin)
South West Newspaper
4ZR Radio

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
Nil	

Context:

Why is the matter coming before Council?

Three possible options are being put forward to Council for consideration for Birth, Death and Marriage Notices:

- Option 1: Bottle Tree Bulletin
- Option 2: Radio advertising
- Option 3: Provide information to residents regarding printed notices that can be booked and printed in the South West Newspaper by residents.

Option 1: Bottle Tree Bulletin

It is possible to add an additional 4 pages to the current Bottle Tree Bulletin (an additional 4 pages is required for printing purposes).

Cost: Approximately an extra \$610 including GST per addition (monthly)

Cost breakdown:

- \$210 printing
- \$400 correspondent (to collate information).

All information will be sent to the Bottle Tree Bulletin and will be collated by their team.

If notices do not fill the additional 4 pages, other community news will be featured on the additional pages.

Bottle Tree Bulletin guidelines would need to be updated as currently no birth, marriage or death notice can be printed in the Bottle Tree Bulletin.

Option 2: 4ZR Radio Advertising

Cost: Approximately \$600 per month excluding GST (\$150 per week)

Quote includes:

- 2 x segments per week sponsored by Maranoa Regional Council.
- Time and days TBA. (possibly 7am on Tuesday and Friday to reflect the old printed Western Star paper release days).

Segment to target births, marriages, anniversaries & death and funeral notices (4ZR requires death and funeral information to be supplied from funeral homes only) and relevant Council news. The radio station is happy to accept notices directly from residents.

4ZR will promote the segment with 15 second recorded promo's, live mentions and 10 second credits throughout the segment.

Option 3: South West Newspaper

Please see attachments for pricing.

Residents can book notices in the South West Newspaper which is printed and distributed each Wednesday.

Information could be provided to residents about the option for residents to book their own notices in the South West Newspaper.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

This report has been prepared following the below resolution:

Resolution No. OM/02.2021/69

That a report be prepared for an upcoming Council Meeting with costing for these notices to be included in future Bottle Tree Bulletins along with other suggestions on how Council may be able to circulate notices across the Maranoa Community (e.g. radio).

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?

(Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Manager - Communication, Information & Administration Services

Director - Corporate & Community Services

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Nil

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) ? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Nil

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$) ? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Costs associated with the trial can be allocated to Council's Communications Budget.

- Option 1: Bottle Tree Bulletin budget to be allocated to GL2018.2210.2001.
- Option 2: Radio advertising budget to be allocated to GL2018.2214.2001.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?
(Interested Parties Analysis - IS9001:2015)

Any parties commercially interested may be impacted.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The advice to Council is to undertake a six-month trial with both Option 1 (Bottle Tree Bulletin) and Option 2 (4ZR radio advertising), commencing in August 2021.

Council can communicate with the community about the trial via a media release about the options available to communicate their birth, death and marriage notices.

A report can then be prepared and brought back to Council with the results at the conclusion of the trial.

Recommendation:

What is the 'draft decision' based on the advice to Council?

That:

1. Council undertake a six-month trial with both Option 1 (Bottle Tree Bulletin) and Option 2 (4ZR radio advertising), commencing in August 2021;
2. Council communicate with the community via a media release about the options available to communicate their birth, death and marriage notices; and
3. A report be brought back to Council with the results at the conclusion of the trial.

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

No

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 5: Managing our operations well

5.5 Communication

Supporting Documentation:

- | | | |
|---------------------|--|-----------|
| 1 ↓ | South West Newspaper Co -Advertising Rates -April 2021 | D21/31479 |
| 2 ↓ | South West Newspaper - Classifieds Example | D21/33340 |

Report authorised by:

Manager - Communication, Information & Administration Services

Director - Corporate & Community Services



Formerly Warrego Watchman

2021 RATES AND SPECIFICATIONS

ALL DISPLAY ADVERTISING INCLUDES DIGITAL ADVERTISING ON S.W. NEWSPAPER CO. SITES

PUBLISHED WEDNESDAYS

FULL PAGE
360mm high
x 260mm wide
\$800

HALF PAGE
180mm high
x 260mm wide
\$450

QUARTER PAGE
80mm high
x 260mm wide
\$200

140mm high
x 100mm wide
\$150

70mm high
x 100mm wide
\$100

Deadlines
Bookings:
Thursday prior 12pm
Copy/Artwork:
Thursday prior 5pm

Supplied PDFs
- images 200dpi in CMYK
- no bleed or crop marks
to: advertising@southwestnewspaper.com.au

TRADES & SERVICES

6cm x 6cm full colour
12 month package
\$20 per week
or **\$30 per casual insert**

CLASSIFIEDS

SMALL

6cm wide

x 8cm high = \$80
x 10cm high = \$90
x 12cm high = \$100

LARGE

12.5cm wide

x 8cm high = \$110
x 10cm high = \$130
x 12cm high = \$150

WEBSITE & FB ADVERTISING ONLY (no print) - \$100pw

ALL PRICES EXCLUDE GST

DISPLAY COLUMN RATE EGN

Includes 10% agency commission, excludes GST

\$5.50PCCM

All rates full colour

Column (L to R)	1	2	3	4	5
Width (mm)	48	101	154	207	260

CONTACT

EDITORIAL - James Clark

e: editor@southwestnewspaper.com.au

p: 07 4655 4829 or 0499 299 700

ADVERTISING - Jennifer Pike

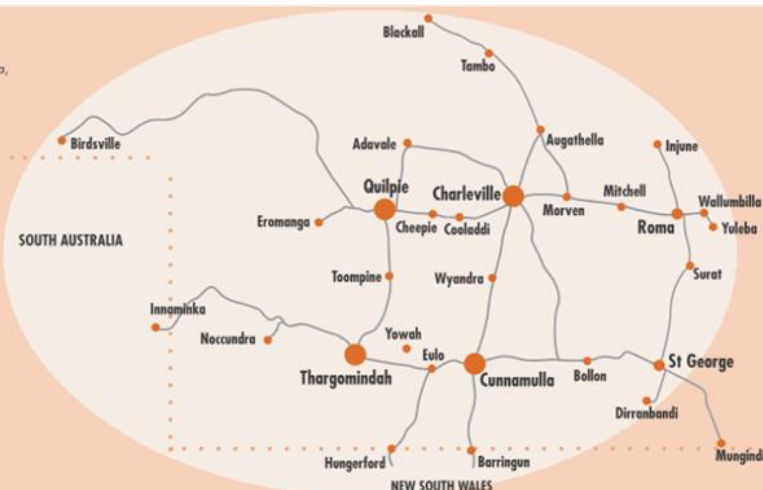
e: advertising@southwestnewspaper.com.au

p: 0400 879 742

CIRCULATION

Circulating in the shires of Maranoa, Balonne, Murweh, Paroo, Quilpie, Bulloo and Blackall-Tambo

Roma	4455
Injune	4454
Surat	4417
Mitchell	4465
Wallumbilla	4428
Yuleba	4427
Charleville	4470
Morven	4468
Augathella	4477
Tambo	4478
Blackall	4472
Wyandra	4489
St George	4487
Dirranbandi	4486
Bollon	4488
Cunnamulla	4490
Eulo	4491
Yowah	4490
Quilpie	4480
Adavale	4474
Eromanga	4480
Thargomindah	4492



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Classifieds

PUBLIC NOTICES

HUTCHINSON BUILDERS
Established 1912
S U C C E S S F U L
St Johns, Roma - New GLA

REGISTER
We're moving online
Find out more about these projects at:
HUTCHINSONAUTHERIES

NOTICE
Building Code 2016 may apply to these projects. Details will be included in tender/contract documentation.
0427 0776

ASCERTAINING INTEREST
LEASE OF COFFEE ON DOWLING
Council is seeking qualified persons interested in leasing the coffee shop (Coffee on Dowling) located in the Eldon Race complex.
Hours of operation will be determined by the operator in conjunction with Council, with maximum use of facility envisaged during tourism season.
An Information Package and further information can be obtained by contacting the Manager of Corporate Services, Tania Warner on (07) 4621 8000
Council@bulloo.qld.gov.au
The Information Package is also available on Councils website www.bulloo.qld.gov.au
Interested parties should register their interest, including contact details and any relevant experience, in writing to Council, no later than 12pm on Monday, 8th February.
PO Box 46, THARGAMINDAH QLD 4482

MEALS ON WHEELS CUNNAMULLA



FEBRUARY ROSTER

Monday 1	P Anderson
Tuesday 2	L Wharton
Wednesday 3	C Mills & M Andrews
Thursday 4	M Bushell & MC Duff
Friday 5	J Maxwell & R Fagan
Monday 8	T Jackson
Tuesday 9	T Hickley & D Cook
Wednesday 10	H Wilson & helcop
Thursday 11	J Stewart & P Ward
Friday 12	J Gorrie & K Webster
Monday 15	J Schmidt & J McLaren
Tuesday 16	PSC
Wednesday 17	M Hogan & N Barlow
Thursday 18	L Hachman
Friday 19	SACRED HEART
Tuesday 22	J Burrey & P Athorn
Wednesday 23	J Gorrie & K Webster
Thursday 24	PSC
Friday 25	L Land
Friday 26	D Ferguson

CWAATSICH
CWAATSICH is a Community Controlled Aboriginal Health Service. We provide a GP service, clinical health care and community engagement programs for the Aboriginal & Torres Strait Islander people residing in CWAATSICH's region.

Identified Vacant Positions:

Aboriginal Health Worker/Practitioner
Position based in Charleville - Full Time
Requirements - Certificate or Diploma in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent, APHRA Registration, Blue Card.

Aboriginal Health Worker
Based in Roma - Temporary Full Time - 6 month contract
Requirements - Certificate or Diploma in Aboriginal and/or Torres Strait Islander Primary Health Care or equivalent, Blue Card.

Project Engagement Coordinator
Position based in Charleville - Full Time 12 month contract
Requirements - Qualification or experience in community education and/or training, Open Driver's License, Blue Card.

All the above are Aboriginal or Torres Strait Islander identified positions authorised by Section 14 of the Anti-Discrimination Act 1977.
All Applicants must obtain an Information package which includes selection criteria, by contacting Emma, Human Resources Manager
07 46 543 277 or recruitment@cwaatsich.org.au
Applications Close: Friday 29th January 2021, 5.00pm

Planning, Industry & Environment
Aboriginal Heritage Impact Permit (AHIP)

The NSW National Parks and Wildlife Service (NPWS) is undertaking maintenance of the existing walking track as well as completing new walking tracks in the Mount Peel Core Reserve and establishing habitat within the Mount Peel Core Reserve. Reserve No: 72650 for Management and Recreation which is managed as part of Star National Park by the NPWS as the Reserve Trust Manager.

NPWS is applying for an Aboriginal Heritage Impact Permit (AHIP) under Part 6 of the NSW National Parks and Wildlife Act 1974 from the NSW Department of Planning, Industry and Environment (DPIE) and to seek the registration of Aboriginal groups and individuals who may have knowledge of the site and the cultural heritage significance of the Aboriginal sites and Aboriginal places in the area and wish to be consulted on Aboriginal cultural heritage matters that may relate to the understanding of the works and assist the Director General of DPIE in their consideration and determination of the application.

Registrations from Aboriginal groups or Aboriginal people wishing to be consulted must be received by phone or in writing by 4:30pm CST Monday 8 February 2021.

To register your interest please contact:
Gereth Teller
Therapeutic Manager
183 August St
Broken Hill NSW 2880
08 8084 2824
Gereth.Teller@environment.nsw.gov.au

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To register your interest please contact:
Gereth Teller
Therapeutic Manager
183 August St
Broken Hill NSW 2880
08 8084 2824
Gereth.Teller@environment.nsw.gov.au

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Phone David
0428 259 159

IN APPRECIATION

The Family of John Thomas McCormack
Would like to thank the Cunnamulla Hospital, nurses and doctors, for the care of Johnny over the last three years throughout his fight with cancer.
In particular thanks go to Judy Henning for her great support.
Also, Blue Care staff, Keran, Kate, Yvonne and Donna.
Great appreciation and thanks go to all of our friends that gave their support over the last three years.

Salome Now Hiring
POOL MANAGER

Council is seeking a reliable and responsible individual to temporarily manage the St George Pool for the rest of the Summer season (February-March 2021).

The manager is responsible for supervising and administering activities at the Pool and must hold a valid Blue Card.

Applications close 5 February 2021.
balonne.qld.gov.au

OFFICER REPORT

Meeting: Ordinary 26 May 2021

Date: 3 May 2021

Item Number: 11.2

File Number: D21/34684

SUBJECT HEADING: Recommendation to Purchase Thirteen (13)
Single Cab 4x4 Utes

Classification: Open Access

Officer's Title: Operations Manager - Plant, Fleet & Workshops

Executive Summary:

The adopted Budget for 2020/21 included funding for the purchase of Thirteen (13) Single Cab 4x4 Utes to replace existing assets which have reached their replacement targets and were identified for replacement in Council's Plant Investment Program for 2020/21.

Quotations were called for the supply & delivery of thirteen (13) Single Cab 4x4 Utilities via Vendor Panel (VP 224786).

Responses were assessed by an evaluation panel and the report submitted for Council's consideration.

Officer's Recommendation:

That Council:

1. Select Black Auto Group as the recommended supplier for thirteen (13) 4x4 single cab utility vehicles at a cost of \$659,276.80 including GST, excluding registration and CTP insurance, and
2. Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with Black Auto Group of Roma and raise purchase orders if the final terms are acceptable.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

- Black Auto Group
- Black Truck & Ag

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
PRY	Programmed Replacement Year
DPF	Diesel Particulate Filter
GVM	Gross Vehicle Mass
GCM	Gross Combination Mass
GST	Goods Services Tax
Pty	Proprietary
Ltd	Limited
YOM	Year of Manufacture
FY	Financial Year
AC	Air-conditioning

Context:

Why is the matter coming before Council?

The proposed contract value exceeds \$200,000 (ex GST) and requires Council approval.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Discussions were held with the relevant Department Managers with the view to further standardising and reducing the cost/overall investment value of the fleet.

The table below lists the vehicles to be replaced.

Plant #	Description	Work Unit	YoM	KMs
1340	Toyota Landcruiser Utility	Maintenance Delivery & Works	2012	249,713
1351	Toyota Hilux Single Cab 4x4 Utility	Maintenance Delivery & Works	2012	164,012
1372	Toyota Hilux Single Cab 4x4 Utility	Construction	2012	140,115
1391	Toyota Hilux Space Cab 4x4 Utility	Maintenance Delivery & Works	2013	135,000
1396	Toyota Hilux Dual Cab 4x4 Utility	Water, Sewerage & Gas	2013	270,000
1397	Mitsubishi Triton Space Cab 4x4 Utility	Water, Sewerage & Gas	2012	100,000
1400	Toyota Hilux Dual Cab 4x4 Utility	Plant, Fleet and Workshops	2013	211,756
1403	Toyota Hilux Dual Cab 4x4 Utility	Plant, Fleet and Workshops	2013	138,099
1405	Toyota Hilux Single Cab 4x4 Utility	Construction	2013	110,000
1454	Holden Colorado LX Space Cab 4x4 Utility	Facilities (Land, Buildings & Structures)	2013	85,000
1413	Toyota Hilux Single Cab 4x4 Utility	Maintenance Delivery & Works	2013	190,000
1452	Holden Colorado 4x4 Utility	Saleyards	2014	95,000
6005	Isuzu D-Max SX Single Cab 4x4 Utility	Community Safety	2015	114,136

Quotations were requested via Vendor Panel VP224786, four (4) suppliers were notified of the request:

1. Armstrong Auto Group
2. Black Auto Roma
3. Black Truck & Ag
4. South West Ford & Nissan

Vendor Panel response documents D21/34683.

Two responses were received from Black Auto Roma VPR400845 and Black Truck & Ag (Roma) VPR399897.

Table 1.			
Supplier		Black Auto Group	Black Truck & Ag
Make		Toyota	Isuzu
Model		Hilux SR	D-Max SX
GVM		3,050	3,100
Country of Manufacture		Thailand	Thailand
C1. Price & Resale			
Price incl GST (Steel tray)		\$ 50,713.60	\$ 51,000.00
Price excl GST (Steel tray)		\$ 46,103.27	\$ 46,363.64
Resale estimate (4Y/80,000kms) excl GST		\$ 24,000.00	\$ 23,000.00
Result (cap ownership cost)		\$ 22,103.27	\$ 23,363.64
Total for 13 vehicles excl GST		\$ 599,342.55	\$ 602,727.27
C1. Score		50.0	47.7
C2. Warranty			
Whole vehicle (Years)		5	6
Whole vehicle (Kilometres)		Unlimited	150,000
C2. Score		18.3	15.0
C3. Availability			
Availability (weeks)		17	6
C3. Score		1.8	5.0
C4. Specification Conformity & Suitability			
Non conformities		Nil	1
Suitability		Yes	Yes
C4. Score		10.0	9.0
C5. Servicing/Whole of Life Costs			
Servicing		9.8	10.0
Fuel burn		9.6	10.0
C5. Score		9.7	10.0
C6. Local Content			
Star Rating		★ ★	★ ★
C6. Score		2.0	2.0
Assessment Result:		91.8	88.7

Responses were assessed based on the following criteria:

Evaluation Criteria & Weightings		
Criteria 1.	Price & Resale	50%
Criteria 2.	Warranty	20%
Criteria 3.	Availability	5%
Criteria 4.	Specification Conformity & Suitability	10%
Criteria 5.	Servicing/Whole of Life Costs	10%
Criteria 6.	Local Content	5%

Criteria 1. Price and Resale

Both responses offered competitive pricing and resale, with the Toyota Hilux coming out ahead by a margin of 2.3 points.

Please note Black Truck & Ag have advised a price increase of \$1000.00 per vehicle since the quotation was submitted.

Disposal forecast at four (4) years, 80,000km. Resale estimates supplied by Slattery Auctions.

Criteria 2. Warranty

Both responses have offered generous and competitive warranties, with the Toyota Hilux coming out ahead based on the unlimited kilometers that accompany the 5-year warranty period.

Criteria 3. Availability

Black Auto Group advised a substantial wait time of up to 17 weeks from date of order, Black Truck & Ag advised timeframe dependent on local manufacture of trays and have estimated 4-6 weeks from the date of order.

Criteria 4. Specification Conformity and Suitability

The Isuzu D-max has a minor variation to the specification, with the HID driving lights replaced with LED driving lights.

Both vehicles offer a suitable GVM, engine power/capacity and fuel consumption.

Criteria 5. Servicing/ Whole of Life Costs

Council services light vehicles every 10,000km, based on 10,000km service intervals there is little price variance for scheduled services up to 90,000km, with Isuzu forecasting slightly lower cost scheduled servicing.

The Australian Government Initiative Green Vehicle Guide provides information on fuel consumption:

Vehicle details	Tailpipe CO ₂ (g/km)			Annual fuel cost (\$AUD)	Fuel consumption (L/100km)		
* non-current model	Comb	Urban	Extra		Comb	Urban	Extra
Isuzu D-MAX 4x4 Single Cab-Chassis Hi Ride SX 3L 4cyl Turbo Diesel, 6 Spd Auto, 2 door 2 seat Cab-chassis, 4WD Released: 2018	203	250	176	1412	7.7	9.5	6.7
Toyota Hilux 2.8L 4cyl Turbo Diesel, 6 Spd Auto, 2 door 2 seat Cab-chassis, 4WD Released: 2020	212	239	196	1407	8	9.1	7.4

Both vehicles offer competitive fuel consumption.

Criteria 6. Local Content

The responding vendors qualify for 2 Stars (6 points) each.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

The proposed engagement satisfies the requirements of s234 of the Local Government Regulation 2012. Local Buy's panel of suppliers for Light Commercial, Utilities & 4WD.

234 Exception for LGA arrangement

- (1) A local government may enter into a contract for goods and services without first inviting written quotes or tenders if the contract is entered into under an LGA arrangement.
- (2) An **LGA arrangement** is an arrangement that—
 - (a) has been entered into by—
 - (i) LGAQ Ltd.; or
Note—See section 287 of the Act.
 - (ii) a company (the **associated company**) registered under the [Corporations Act](#), if LGAQ Ltd. is its only shareholder; and
 - (b) if LGAQ Ltd. or the associated company were a local government, would be either—
 - (i) a contract with an independent supplier entered into under [section 232](#) by LGAQ Ltd. or the associated company; or
 - (ii) a contract with an independent supplier entered into under a preferred supplier arrangement under [section 233](#).
- (3) An **independent supplier** is an entity other than a subsidiary (a **relevant subsidiary**) of LGAQ Ltd. or the associated company under the [Corporations Act](#).
- (4) Despite subsection (2)(b), an **LGA arrangement** may include a contract with a relevant subsidiary from a register of pre-qualified suppliers or a preferred supplier arrangement with a relevant subsidiary if the arrangement is approved by the Minister.
- (5) For deciding whether to approve an LGA arrangement under subsection (4), the Minister—
 - (a) must have regard to the sound contracting principles; and
 - (b) may ask LGAQ Ltd. or the associated company to give the Minister information or documents relevant to the arrangement.

Examples of relevant information or documents—

- information or documents relating to assessment of the relevant subsidiary's suitability to be on the register of pre-qualified suppliers or the tender process for the preferred supplier arrangement

•information or documents relating to the potential impact of the arrangement on local government employees

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

The existing assets have reached replacement targets and were identified for replacement in Council's Plant Investment Program for 2020/21.

The quotation process adheres to Council's Procurement Policy, including evaluation methodology.

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

The recommended specification has been shared with the relevant department managers:

Manager - Construction

Manager - Water, Sewerage & Gas

Manager - Environment, Health, Waste & Rural Land Services

Manager - Facilities (Land, Buildings & Structures)

Manager - Saleyards

Manager - Maintenance Delivery & Works

Operator Feedback received from:

Team Leader WS Roma/Injune/Muckadilla - Water, Sewerage & Gas Operations

Plumber Gas Services - Water, Sewerage & Gas - Projects Compliance

Plant Operator / Labourer

Coordinator - Rural Roads Maintenance - Central / North (Roma/Muckadilla/ Injune)

Saleyards Officer / Maintenance & Construction

Saleyards Officer

Saleyards Officer

Resale Values Supplied by Nathan Dwyer, Business Development Manager, Slattery Asset Advisory Auctions & Valuations.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

NA.

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) ? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

The proposed purchase of these utilities is included in the approved Plant Investment Program for 2020/2021.

The capital expenditure will be assigned to General Ledger 6551.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$) ? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Based on current usage rates the proposed assets will be scheduled for replacement in the 2026/27 financial year.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?
(Interested Parties Analysis - IS9001:2015)

NIL

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Reduced productivity	It is inevitable the reliability of the current utilities will decrease as they progressively age and deteriorate from use.
Lower disposal values	The deferral of replacing the current assets will see their market value decrease. Note: all the vehicles listed in the report are no longer being depreciated.
Higher replacement costs	The purchase price of new vehicles increases at least every 12 months, these price increases can be substantial.
Unavailability of vehicles	As vehicles overdue for replacement experience major component failures there is a reduction in available vehicles for Council operations.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The proposed procurement is in line with the plant replacement program and is essential to maintain service levels.

The assessment process has been undertaken with results indicating the best value for council in this instance is the Toyota Hilux with a total score of 91.8.

It is recommended that Council approve the procurement of (13) 4x4 single cab utility vehicles from Black Auto Group (Roma) at a cost of \$659,276.80 including GST, excluding registration and CTP insurance.

Recommendation:

What is the 'draft decision' based on the advice to Council?

That Council:

1. Select Black Auto Group as the recommended supplier for thirteen (13) 4x4 single cab utility vehicles at a cost of \$659,276.80 including GST, excluding registration and CTP insurance, and
2. Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with Black Auto Group of Roma and raise purchase orders if the final terms are acceptable.

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

NIL

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 5: Managing our operations well

5.6 Plant, fleet, workshops and depots

Supporting Documentation:

1 [VP224786 Single Cab 4x4 Utilities assessment spreadsheet explanatory notes](#)

D21/37792

Report authorised by:

Manager - Procurement & Plant

Director - Corporate & Community Services

VP224786 Request for Quotation for Supply and Delivery of thirteen (13) 4x4 Single Cab Tray Back Utilities - assessment spreadsheet (D21/35589) explanatory notes

The following Tables are a consolidation of the information provided by the suppliers, the complete submissions are located in Council's document storage program (HPRM): reference D21/34683. The data in the assessment tables is further condensed to generate the report table (Table 1.).

Table 1.

Line #	VP224786 Response Information			
1				
2		Vendor Panel Response #	VPR400845	VPR399897
3		Supplier	Black Auto Group	Black Truck & Ag
4	1	Vehicle Details		
5		a	Make	Toyota
6		b	Model	Hilux SR
7		c	Year/Month Built	2021
8		d	Country of Manufacture	Thailand
9		e	Seating Capacity	2 (Two)
10		f	Engine Capacity	2.8L
11		g	Engine Power kW	140kW @ 3600 rpm
12		h	Tare	1,800
13		i	GVM	3,100
14	2	Warranty		
15		a	Warranty Years	5
16		b	Warranty Kilometres	Unlimited
17	3	c	Warranty Other	150,000
18		Free or Discounted Services		
19		a	Roadside Assist? Years	No
20		a'	Roadside Assist? Kms	7 years*
21	3	b	Any free services?	Yes - 1 month
22		c	Other:	Yes - 3 months
23	4	Local Content		
24		a	Are any of the materials/accessories sourced locally? If so, please list:	Tray and LED Ionic lights by BJ Welding works. Tint by Mason Pty Ltd.
25		Variations to Specification		
26		a	Specification #	HID replaced with LED
27	5	b	Specification #	Steel tie down replaced w/zinc
28		c	Specification #	
29	6	Availability / Delivery		
30		a	Delivery of first vehicle (week)	Approx 17 weeks
31	7	b	Delivery of last vehicle (week)	4-6 Weeks
32		Pricing (including GST, excluding Registration)		
33	7		Price per vehicle	\$ 50,713.60
34			Resale estimate (4Y/80,000)	\$ 51,000.00
				\$ 24,000.00
				\$ 23,000.00

Tab: Response Information

Line 1.	Title, Vendor Panel Document Number
Line 2.	Vendor Panel Response #: Unique response serial number as assigned by Vendor Panel at the time of submission.
Line 3.	Supplier: Name of dealership.
Line 4.	Vehicle Details: Section heading.
Line 5.	Make: Original Equipment manufacturer.
Line 6.	Model: Model and variant of proposed vehicle.
Line 7.	Year/Month Built: Year and month of manufacture.
Line 8.	Country of Manufacture: Nation where completed vehicle is produced.
Line 9.	Seating Capacity: Maximum legal 'adult' seating capacity.
Line 10.	Engine Capacity: Measurement of engine displacement in cubic litres.
Line 11.	Engine Power kW: Maximum power produced in kilowatts.
Line 12.	Tare: Curb weight of vehicle in kilograms.
Line 13.	GVM: Gross Vehicle Mass - maximum weight of vehicle in Kilograms.
Line 14.	Warranty: Section heading.
Line 15.	Warranty Years: Period of bumper to bumper warranty in years.
Line 16.	Warranty Kilometres: Period of bumper to bumper warranty in kilometres.
Line 17.	Warranty Other: Any additional warranties.
Line 18.	Free or Discounted Services: Section heading.
Line 19.	Roadside Assist? Years: Period of roadside/breakdown assistance if any in years.
Line 20.	Roadside Assist? Kms: Period of roadside/breakdown assistance if any in kilometres.
Line 21.	Any free services?: Nil cost inclusions.
Line 22.	Other: Nil cost inclusions.
Line 23.	Local Content: Section heading.
Line 24.	Are any of the materials/accessories sourced locally? If so, please list: details of components sourced and or installed locally.
Line 25.	Variations to Specification: Section heading.
Line 26.	Specification #: Variation or non-compliance with advertised specification.
Line 27.	Specification # Variation or non-compliance with advertised specification.
Line 28.	Specification # Variation or non-compliance with advertised specification.
Line 29.	Availability / Delivery: section heading.
Line 30.	Delivery of first vehicle (week): Estimated period to supply first vehicle in weeks.
Line 31.	Delivery of last vehicle (week): Estimated period to supply last vehicle in weeks.
Line 32.	Pricing (including GST, excluding Registration): Section heading.
Line 33.	Price per vehicle: Unit price including Goods and Services Tax (GST).
Line 34.	Resale estimate (4Y/80,000): Estimated resale (wholesale) value at four (4) years and 80,000 kilometres.

Table – Warranty

Line #	Warranty		
1	Make	Toyota	Isuzu
2	Model	Hilux SR	D-Max SX
3	Warranty Years	5	6
4	Score - part A.	16.7	20.0
5	Warranty Kilometres	Unlimited	150000.0
6	Warranty Kilometres (numerical)	300,000	150,000
7	Score - part B.	20.0	10.0
8	Warranty Other		
9	Warranty Other - Years		
11	Availability	3	5
12	C2. Score:	18.3	15.0

Tab: Warranty

- Line 1. Make: Original Equipment manufacturer.
- Line 2. Model: Model and variant of proposed vehicle.
- Line 3. Warranty Years: Period of bumper to bumper warranty in years.
- Line 4. Score - part A.: Score attained for warranty years.
- Line 5. Warranty Kilometres: Period of bumper to bumper warranty in kilometres.
- Line 6. Warranty Kilometres (numerical): In order to compare 'apples to apples' when a manufacturer states 'unlimited' for kilometres rather than a numerical quantity the following conversion has been applied. Historically some Council utilities have travel sixty thousand (60,000) in a twelve (12) month period, based on this 'Unlimited' equals warranty years multiplied by sixty thousand (60,000) kilometres (5Y x 60,000 = 300,000Km).
- Line 7. Score - part B.: Score attained for warranty kilometres.
- Line 8. Warranty Other: Additional warranty/s offered by either the manufacturer or dealer.
- Line 9. Warranty Other – Years: Period of additional warranty/s offered by either the manufacturer or dealer.
- Line 10. Score - part C.: Score attained for warranty kilometres additional warranty/s.
- Line 11. C2. Score: Total score attained for Criteria 2. (Line 4 + Line 7 + Line 10 divided by three)

Tab – Operating Costs

Note: The data in the below table was obtained from the Australian Government Green Vehicle Guide - <https://www.greenvehicleguide.gov.au/> This 'data' for the Green Vehicle Guide is supplied by authorised representatives of vehicle manufacturers. It is sourced from the certification data required by Australia's emissions standards and fuel consumption labelling standards (ADRs 79 and 81/02 respectively).

The Department verifies the data supplied by cross-checking it against certification data for the relevant ADRs. Evidence submitted to demonstrate compliance to the ADRs is subject to audit by the Department.

Column 19. Fuel Consumption Combined: These figures are used to award the scores in Column 20.

Column 20. Fuel Consumption Score: This 'Column' has been inserted by Council Officers, all other number Columns are from the Green Vehicle Guide site. The scores in Column 20 are combined with the 'Servicing' scores to

Line#	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		17	18	19	20	21	22	23	24	25	26	27	28
Model Release Year	Make	Model	Variant	Engine Displacement	Engine Configuration	Engine Induction	Fwd Gears No	Transmission Type Description	Side DoorNo	Seating Capacity	Driving Wheels No	Fuel Type	CO2 Emissions Combined	CO2 Emissions Urban	CO2 Emissions ExtraUrban	Fuel Consumption Combined	Score	Fuel Consumption Urban	Fuel Consumption Extra Urban	Average Consumption	Fuel Consumption Score	Air Pollution Standard	Stationary Noise Data	Test Speed	Is Current Model	Model End Year	Fuel Life Cycle CO2	Annual Tailpipe CO2	Annual Fuel Cost
2018	Isuzu	D-Max	SX				6	Auto	2	2	4	Diesel	203	250	176	7.7	10.0	9.5	6.7		Euro 5	79dBA@2700rpm							
2020	Toyota	SR	SR				6	Auto	2	2	4	Diesel	212	239	196	8	9.6	9.1	7.4		Euro 5	75dBA@2550rpm							
Data obtained from the Australian Government Green Vehicle Guide - https://www.greenvehicleguide.gov.au/																													

Table: Servicing

Line #	Engine Servicing Costs			
1	Make	Toyota		Isuzu
2	Model	Hilux SR		D-Max SZ
3	Engine capacity	2.8		3.0
4	Engine lubricant grade	C2 0W-30		CK-4 15W-40
5	Engine lubricant type	Synthetic		Mineral
6	Engine lubricant Qty (litres)	7.5		7.5
7	Engine lubricant cost			
8	Engine lubricant filter qty	1		1
9	Engine lubricant filter	Genuine		Genuine
10	Engine lubricant filter cost	\$	21.47	\$ 17.37
11	Fuel filter (primary)	Genuine		Genuine
12	Fuel filter (primary) cost	\$	62.31	\$ 7.84
13	Air filter	Genuine		Genuine
14	Air filter cost	\$	73.25	\$ 24.82
15	Full engine service cost	\$	157.03	\$ 50.03
16	Cabin filter	Genuine		Genuine
17	Cabin filter cost	\$	62.85	\$ 18.50
18	Total	\$	219.88	\$ 68.53
19	Score C5.	3.2		10.0
		D21/15926		D21/18666

Tab – Servicing

Line 1.	Make:	Original equipment manufacturer.
Line 2.	Model:	Model and variant of proposed vehicle.
Line 3.	Engine capacity:	Measurement of engine displacement in cubic litres.
Line 4.	Engine lubricant grade:	American Petroleum Institute (API) classification & viscosity grade.
Line 5.	Engine lubricant type:	Mineral (Petroleum based) or synthetic (manufactured)
Line 6.	Engine lubricant Qty (litres):	Volume of lubricate required for engine servicing.
Line 7.	Engine lubricant cost:	Cost of lubricate per engine service.
Line 8.	Engine Lubricant quantity	Quantity of filter required for service.
Line 9.	Engine lubricant filter:	Brand of specific filter.
Line 10.	Engine lubricant filter cost:	Pricing as at time of report creation from supplier.
Line 11.	Fuel filter (primary):	Brand of specific filter.
Line 12.	Fuel filter (primary) cost:	Pricing from supplier.
Line 13.	Air filter:	Brand of specific filter.
Line 14.	Air filter cost:	Pricing from supplier.
Line 15.	Full engine service cost:	Total value for a full engine service.
Line 16.	Cabin (pollen) filter:	Brand of specific filter.
Line 17.	Cabin (pollen) filter:	Pricing from supplier.
Line 18.	Total:	Total value full engine service & cabin filter
Line 19.	Score C5.	Part of Criteria 5 score.

Table 1. - Report Table

Table 1.			
Supplier		Black Auto Group	Black Truck & Ag
Make		Toyota	Isuzu
Model		Hilux SR	D-Max SX
GVM		3,050	3,100
Country of Manufacture		Thailand	Thailand
C1. Price & Resale			
Price incl GST (Steel tray)		\$ 50,713.60	\$ 51,000.00
Price excl GST (Steel tray)		\$ 46,103.27	\$ 46,363.64
Resale estimate (4Y/80,000kms) excl GST		\$ 24,000.00	\$ 23,000.00
Result (cap ownership cost)		\$ 22,103.27	\$ 23,363.64
Total for 13 vehicles excl GST		\$ 599,342.55	\$ 602,727.27
C1. Score		50.0	47.7
C2. Warranty			
Whole vehicle (Years)		5	6
Whole vehicle (Kilometres)		Unlimited	150,000
C2. Score		18.3	15.0
C3. Availability			
Availability (weeks)		17	6
C3. Score		1.8	5.0
C4. Specification Conformity & Suitability			
Non conformities		Nil	1
Suitability		Yes	Yes
C4. Score		10.0	9.0
C5. Servicing/Whole of Life Costs			
Servicing		9.8	10.0
Fuel burn		9.6	10.0
C5. Score		9.7	10.0
C6. Local Content			
Star Rating		★ ★	★ ★
C6. Score		2.0	2.0
Assessment Result:		91.8	88.7

OFFICER REPORT

Meeting: Ordinary 26 May 2021

Date: 6 May 2021

Item Number: 11.3

File Number: D21/35735

SUBJECT HEADING: Recommendation to Procure One (1) 5m3 Wheel Loader

Classification: Open Access

Officer's Title: Operations Manager - Plant, Fleet & Workshops

Executive Summary:

The adopted Budget for 2020/21 included funding for the purchase of one (1) 5m3 Wheel Loader.

Quotations were received for the supply and delivery of one (1) 5m3 Wheel Loader via Vendor Panel (VP227167).

Responses were assessed by an evaluation panel and the report submitted for Council's consideration.

Officer's Recommendation:

That Council:

1. Select Hitachi Construction Machinery as the recommended supplier of one (1) 5m3 Wheel Loader and accessories at a cost of \$542,685.00 including GST, including extended warranty, excluding registration and CTP insurance; and
2. Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with Hitachi Construction Machinery and raise a purchase order if the final terms are acceptable.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

- Hastings Deering (Australia) Limited
- Hitachi Construction Machinery (Australia)
- Komatsu Australia Pty Ltd
- RDO Equipment

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
GST	Goods & Services Tax
MRC	Maranoa Regional Council
CTP	Compulsory Third Party Insurance
OEM	Original Equipment Manufacturer
YOM	Year of Manufacture
FY	Financial Year
mm	Millimeter
m3	Cubic Meters
kW	Kilowatt-hour
RPM	Revolutions per minute
Kg	Kilogram
SCR	Selective Catalytic Reduction
CVR	Capital Value Register
AV	Auction Value

Context:

Why is the matter coming before Council?

The proposed contract value exceeds \$200,000.00 excluding GST and requires Council approval.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

The approved 2020/2021 Plant Investment Program includes an allocation for the purchase of one (1) replacement 5m3 Front End Wheel Loader. Plant 141 has exceeded its replacement targets in both age and hours.

Plant	Description	YOM	Hours	Useful Life	CVR Residual Value
141	Komatsu WA480-6A Wheel Loader	2013	12,000+	5 Years	\$40,000.00

A specification was drafted and forwarded to the Manager of Construction for review, on receipt of the departments approval the specification was advertised through Local Buys Vendor Panel Pre- Qualified Suppliers List Heavy Machinery Equipment NPN2. 15-2.

Maranoa Regional Council

Ordinary Meeting - 26 May 2021

Council received five (5) submissions from four (4) suppliers:

VP Response #	VPR411557	VPR411558	VPR411557	VPR406928	VPR411697
Vendor	Hastings Deering (Australia) Limited	Hastings Deering (Australia) Limited	Hitachi Construction Machinery (Australia) Pty Ltd	Komatsu Australia Pty Ltd	RDO Equipment (Vermeer and John Deere equipment)
Make	CAT	CAT	Hitachi	Komatsu	John Deere
Model	972M	966M	ZW330-5	WA480-6	774L

The responses were assessed based on the below criteria:

Evaluation Criteria & Weightings		
Criteria 1.	Price & Resale	50%
Criteria 2.	Warranty	20%
Criteria 3.	Availability	5%
Criteria 4.	Specification Conformity & Suitability	10%
Criteria 5.	Servicing/Whole of Life Costs	10%
Criteria 6.	Local Content	5%

Maranoa Regional Council

Ordinary Meeting - 26 May 2021

Table 1.
Assessment result table

Table 1.					
Supplier	Hastings Deering (Australia) Limited	Hastings Deering (Australia) Limited	Hitachi Construction Machinery (Australia) Pty Ltd	Komatsu Australia Pty Ltd	RDO Equipment (Vermeer and John Deere equipment)
Make	CAT	CAT	Hitachi	Komatsu	John Deere
Model	972M	966M	ZW330-5	WA480-6	774L
Operating Weight (kg)	24,900	23,220	27,460	25,000	25,445
C1. Price & Resale					
Price incl GST	\$ 595,540.00	\$ 572,000.00	\$ 542,685.00	\$ 543,235.00	\$ 572,000.00
Price excl GST	\$ 541,400.00	\$ 520,000.00	\$ 493,350.00	\$ 493,850.00	\$ 520,000.00
Resale estimate excl GST (8Y/8000hrs)	\$ 163,636.36	\$ 145,454.55	\$ 100,000.00	\$ 104,545.45	\$ 90,909.09
Buy Back Offer Excl GST (8Y/8000hrs)	\$ -	\$ -	\$ 144,600.00	\$ -	\$ 111,800.00
Result (cap ownership cost)	\$ 377,763.64	\$ 374,545.45	\$ 348,750.00	\$ 389,304.55	\$ 408,200.00
C1. Score	46.16	46.56	50.00	44.79	42.72
C2. Warranty					
Whole Machine Warranty (Years)	5	5	5	5	1
Whole Machine Warranty (Hours)	5000	5000	6000	6000	unlimited
Power and Drive Train (Years)	5	5	5	5	7
Power and Drive Train (Hours)	5000	5000	6000	6000	8000
Travel included?	Yes	Yes	Yes	Yes	Yes
Nearest Warranty Service Centre	Toowoomba / Field Service Maranoa	Toowoomba / Field Service Maranoa	Toowoomba	Emerald / Brisbane / Field Technician Roma	Roma
C2. Score	12	12	16	16	14
C3. Availability					
Availability (weeks)	23	23	5	8	12
C3. Score	0	0	5	2	0
C4. Specification Conformity & Suitability					
Non conformities	0	0	0	1	0
Suitability	10	10	10	10	10
C4. Score	10	10	10	9	10
C5. Servicing/Whole of Life Costs					
Servicing	6	6	6	10	6
C5. Score	6	6	6	10	6
C6. Local Content					
Star Rating	1	1	0	1	2
C6. Score	1	1	0	1	2
Assessment Result:	75.2	75.6	87.0	82.8	74.7

C1. Price & Resale

The highest scoring response has been scored 50 and the remaining responses have been scored in comparison by percentage with the top scoring response.

Hitachi has offered a guaranteed buy back and additional expense for the extended warranty, as the extended warranty is preferred this has been added to the purchase price for the purpose of the assessment. The estimated Auction value of \$100,000.00 is less than the Guaranteed Buy Back of \$144,600.00 therefore the Guaranteed Buy Back value has been used for the assessment.

The highest scoring response is the Hitachi ZW330-5 with a purchase price of \$493,350.00 (including extended warranty) and a guaranteed Buy Back offer of \$144,600.00 if sold at 8 years/*8000 hours. This equates to a return of 29% on the purchase price, and \$348,750.00 in capital expenditure.

*Usage charges apply of \$55.00 excluding GST for every hour over 8,000 hours.

RDO equipment have also offered a guaranteed buy back on the John Deere 774L of \$111,800.00 if sold at 8 years/*8000 hours, this equates to 21.5% of the purchase price and a capital expenditure of \$408,200.00. The auction estimate of \$90,909.09 is less than the buy back offer, therefore for the purpose of the assessment the buy back offer value has been used for resale value.

*Usage charges apply of \$48.00 excluding GST for every hour over 8,000 hours.

The second highest scoring response in this criterion is the CAT 966M with a purchase price of \$520,000.00 and a resale estimate of \$145,454.55 if sold at 8 years/ 8,000 hours, a return of 28% and capital expenditure of \$374,545.45.

**All values provided are GST exclusive.

Resale Estimates have been supplied by Slattery Asset Advisory Auctions & Valuations, based on sale by public auction at 8 years / 8,000 hours.

C2. Warranty

The highest scoring responses are from Hitachi and Komatsu both offering 5 years/6000 hours for the Machine and Powertrain Warranty. Neither have a workshop in Roma but offer field service and free travel for warranty (Komatsu caps free travel at 100km).

John Deere have offered a choice of extended warranty:

Option 1. John Deere Comprehensive Warranty 5 years/ 5000 hours; or
Option 2. John Deere Powertrain Warranty (Engine, transmission, and differentials) 7 years/ 8000 hours.

Option 2 has been selected as the most suitable option for Council due to the value of the components and length of warranty. The standard machine warranty also applies of 1 year/unlimited hours.

RDO have advised the appointment of a technician at the Roma Vanderfield branch to specialise in heavy machinery such as graders and loaders ensuring local support and warranty repairs.

C3. Availability

Hitachi Construction Machinery have provided the shortest delivery timeframe of the ZW330-5 of 5 weeks from date of order. Hastings Deering have estimated the longest timeframe of 21-23 weeks for both the 972M and 966M.

C4. Specification Conformity & Suitability

Hasting Deering have advised one variation to the specification that applies to both models:

Specification 5a) (Body): One (1) 9kg dry powder fire extinguisher mounted externally.

- Variation: 2 x 4.5kg extinguisher mounted externally.

This variation is still compliant with the specification.

Komatsu have advised one variation to the specification for the WA480-6 Loader:

Specification 7h) (accessories) Beka Max auto lubrication system

- Variation: Komatsu factory auto lub standard

This variation is not preferred as Council uses a standardised lubrication system across the fleet, this assists with standardising the service and maintenance of the plant and is the lubrication system operators are most familiar with. The response is still considered compliant; however, 1 point has been subtracted for the variation.

Hastings Deering offers access to HDAdvantage Customer Portal for the life of the Warranty period for proactive monitoring of machine maintenance and health.

Hitachi offers access to Consite for operation reports and emergency notification emails for the life of the machine.

Komatsu offers access to KOMTRAX remote monitoring data system for the life of the machine.

RDO Equipment offers free access to JDLink Machine Monitoring System for a period of 5 years.

C5. Servicing/Whole of Life Costs

- Hasting Deering offers a free 500-hour service on both the CAT 972M & CAT 966M.
- Hitachi Construction Machinery offers a free service at 250 hours, and a capped price servicing up to 2000 hours for an additional \$13,103.00.
- Komatsu Australia offers KOMplimentary Maintenance up to 2000 hours (includes 100kms free travel) valued at \$10,000.
- RDO equipment offers a free 500-hour service on their 744L Loaders, valued at \$2,062.97.

C6. Local Content

Criterion for Local Content:

2 Star

Business is ratepayer in the region (2+yrs).

Employs residents of the region.

*Office/branch in the region.

1 Star Business is ratepayer or long-term lessee.

Employs residents of the region.

*Office in the region.

*For the purpose of the local content assessment, Field service technicians with support vehicles based in the Maranoa have been accepted in place of 'an office' as this reflects the current business model for machinery after sales service and support.

RDO Equipment is the only vendor with a branch and workshop located in the Maranoa and has been awarded 2 Stars for local content.

Note: RDO acquired the Queensland John Deere dealership Vanderfield in late 2019.

Hasting Deering has been awarded 1 star as a long-term lessee, employer of a resident of the Maranoa and a operate a mobile field service vehicle in the Maranoa.

Komatsu Australia has been awarded 1 star as a long-term lessee, employer of a resident of the Maranoa and a operate a mobile field service vehicle in the Maranoa.

Hitachi Construction does not currently qualify for Local Content Stars as their field service support is currently based in a neighboring region.

Outcome

Overall the Hitachi ZW330-5 has received the highest overall score.

Consultation was undertaken with the Quarry Coordinator; the recommended make & model of machine has been deemed suitable by the user department.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

The proposed engagement satisfies the requirements of the s234 of the *Local Government Regulation 2012*.

Local Buy's panel of suppliers for the Earth Moving Equipment (NPN2.15) is a local government / LGAQ arrangement; therefore, a formal tender process is not required.

Local Government Regulation 2012 – Reg 234

234 Exception for LGA arrangement

(1) A local government may enter into a contract for goods and services without first inviting written quotes or tenders if the contract is entered into under an LGA arrangement.

(2) An LGA arrangement is an arrangement that—

(a) has been entered into by—

(i) LGAQ Ltd.; or

Note— See section 287 of the Act.

(ii) a company (the associated company) registered under the Corporations Act, if LGAQ Ltd. is its only shareholder; and

(b) if LGAQ Ltd. or the associated company were a local government, would be either—

(i) a contract with an independent supplier entered into under section 232 by LGAQ Ltd. or the associated company; or (ii) a contract with an independent supplier entered into under a preferred supplier arrangement under section 233.

(3) An independent supplier is an entity other than a subsidiary (a relevant subsidiary) of LGAQ Ltd. or the associated company under the Corporations Act.

(4) Despite subsection (2)(b), an LGA arrangement may include a contract with a relevant subsidiary from a register of pre-qualified suppliers or a preferred supplier arrangement with a relevant subsidiary if the arrangement is approved by the Minister.

(5) For deciding whether to approve an LGA arrangement under subsection (4), the Minister—

(a) must have regard to the sound contracting principles; and[s 235] Local Government Regulation 2012 Chapter 6 Contracting Current as at 23 April 2021 Page 173

Authorised by the Parliamentary Counsel

(b) may ask LGAQ Ltd. or the associated company to give the Minister information or documents relevant to the arrangement.

Examples of relevant information or documents—

- information or documents relating to assessment of the relevant subsidiary's suitability to be on the register of pre-qualified suppliers or the tender process for the preferred supplier arrangement*
- information or documents relating to the potential impact of the arrangement on local government employees*

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

The existing asset has reached replacement targets and has been identified in for replacement in Council's Plant Investment Program for 2020/2021. The quotation process adheres to Council's Procurement Policy, including evaluation methodology.

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the

funding body, any dates of critical importance or updates or approvals required)

Evan Woods, Manager - Construction

- Confirmed machine replacement required and approved specification prior to release for invitations to quote.

Teagan Daniels, Auction Coordinator - Slattery Asset Advisory Auctions & Valuations.

- Provided auction values based on disposal at 8 years / 8000 hours.

Geoffrey Kenafake, Coordinator - Materials Production (Roma Quarry), Materials Production (Quarry & Quarry Pits)

- Reviewed recommended machine, provided feedback, and confirmed suitability.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

NIL

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

The 2019/2020 Capital Plant Budget had funding of \$480,000 excluding GST for the acquisition of one (1) 5m³ Front Wheeled Loader. The procurement was deferred in the 2019/2020 and has been carried over to the 2020/2021 FY.

The purchase price of the recommended loader is \$493,350.00 excluding GST an increase of \$13,350.00 compared with the quote of \$480,000.00 in 2020 FY.

As additional funds are now required to meet the price increase, the additional funds will be reallocated from the deferred procurement of construction graders.

The capital expenditure will be assigned to General Ledger 6551.6075.2005 (Plant Capital Works – Heavy Plant Purchase – Capital Purchase).

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

It is forecast this loader will accumulate 1,000 hours per year and reach its replacement target at 8 years, requiring replacement in the 2029/2030 financial year.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

The following companies who have submitted quotations, their primary interest is in the sale of their goods and ongoing business through parts and servicing.

- Hastings Deering (Australia) Limited
- Hitachi Construction Machinery (Australia)
- Komatsu Australia Pty Ltd
- RDO Equipment (Vermeer and John Deere equipment)

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Reduced productivity and increased costs	Inevitably the reliability of the current loader is decreasing as it progressively deteriorates from age and use leading to more downtime and increases in the ongoing costs of maintenance and repairs.
Increased replacement costs	The purchase price of heavy machines will inevitably continue to increase, deferred procurement will require additional funds to be allocated in future budgets.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council select Hitachi Construction Machinery (Australia) as the recommended supplier of one (1) 5m3 Wheel Loader and extended warranty at a cost of \$542,685.00 including GST, excluding registration and CTP insurance, for procurement in the 2020/21 FY.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

That Council:

1. Select Hitachi Construction Machinery (Australia) as the recommended supplier of one (1) 5m³ Wheel Loader and accessories at a cost of \$542,685.00 including GST, including extended warranty, excluding registration and CTP insurance; and
2. Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with Hitachi Construction Machinery (Australia) and raise purchase orders if the final terms are acceptable.

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

The recommendation does not contravene any known Council policies.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 5: Managing our operations well

5.6 Plant, fleet, workshops and depots

Supporting Documentation:

[1](#) 5m³ Loader Assessment Spreadsheet Explanatory D21/37282
Notes for Tables

Report authorised by:

Manager - Procurement & Plant

Director - Corporate & Community Services

VP227167 Supply and Delivery of One (1) 5m³ Front End Wheel Loader assessment spreadsheet explanatory notes

The following Tables are a consolidation of the information provided by the suppliers; the complete submissions are located in Council's document storage program (HPRM); reference D20/33580. The data in the assessment tables is further condensed to generate the report table (Table 1.)

line #	VP227167 Supply and Delivery of One (1) 5m3 Wheel Loader					
1	Machine Details					
2	VP Response #	VPR411557	VPR411558	VPR411557 *incl ext warranty & buy back offer*	VPR406928	VPR411697 *buy back offer*
3	Vendor	Hastings Deering (Australia) Limited	Hastings Deering (Australia) Limited	Hitachi Construction Machinery (Australia) Pty Ltd	Komatsu Australia Pty Ltd	RDO Equipment (Vermeer and John Deere equipment)
4	Make	CAT	CAT	Hitachi	Komatsu	John Deere
5	Model	972M	966M	ZW330-5	WA480-6	774L
6	Engine brake horse power	222kW @ 1,700 RPM	207kW @ 1,700 RPM	213kW @ 1650 RPM	224 kW @ 2000 RPM	236 kW @ 1500 RPM
7	Country of Manufacturer	China	China	Japan	Japan	USA
8	Operating Weight (kg)	24,900	23,220	27,460	25,000	25,445
9	Height (mm)	3,859	3,859	3,830	3,500	3,570
10	Length (mm)	9,315	8,750	9,235	9,250	9,100
11	Width (mm)	3,201	3,201	2,930	3,170	3,280
12	Engine Capacity (litre)	302	302	375	413	477
13	Hydraulic Capacity (litre)	125	125	137	173	159
14	Max speed forward (Km p/hr)	39.5	39.5	36.7	36.3	40
15	Fuel Burn Data Provided	14.7 - 17.9 ltr/hr	13.3 - 16.6 ltr/hr	17.7-20.9 ltr/hr	17 ltr/hr	15.3 ltr/hr
16	Conforms with Specifications	Yes	Yes	Yes	Yes	Yes
17	Engine Tier	Tier 3	Tier 3	Tier 4	Tier 3	Tier 3
18	Availability (weeks)	23	23	5	8	12
19	Score C3.	0	0	5	2	0
20	Price (Incl GST)	\$ 596,540.00	\$ 520,000.00	\$ 542,685.00	\$ 543,235.00	\$ 572,000.00
21	Price (Excl GST)	\$ 541,400.00	\$ 520,000.00	\$ 493,360.00	\$ 493,850.00	\$ 520,000.00
22	Resale Value Incl GST	\$ 180,000.00	\$ 180,000.00	\$ 159,060.00	\$ 115,000.00	\$ 122,980.00
23	Resale Excl GST	\$ 163,636.36	\$ 145,454.55	\$ 144,600.00	\$ 104,545.45	\$ 111,800.00
24	Percentage return	30%	28%	29%	21%	22%
25	Depreciation	\$ 377,763.64	\$ 374,545.45	\$ 348,750.00	\$ 389,304.55	\$ 408,200.00
26	Score C1.	46.16	46.56	50.00	44.79	42.72

Explanation notes for Machine Details Table.

- Line 1. Table subject.
- Line 2. VP Response: Response serial number assigned by Vendor Panel at submission.
- Line 3. Vendor: Pre Qualified Supplier on Vendor Panel who has submitted the response.
- Line 4. Make: Manufacturer of vehicle offered in the submission.
- Line 5. Model: Model of vehicle offered in the submission.
- Line 6. Engine brake horse power: engine power in kilowatts at revs per minute
- Line 7. Country of Manufacture: Country of factory machine built.
- Line 8. Operating weight: Fuelled & equipped weight of vehicle in kilograms.
- Line 9. Height: Maximum height of vehicle in millimetres.
- Line 10. Length: Overall length of vehicle in travel configuration.
- Line 11. Width: Maximum width of vehicle in millimetres.
- Line 12. Engine capacity (litres): Engine cylinder displacement in litres.
- Line 13. Hydraulic Capacity (litres): Hydraulic cylinder displacement in litres.
- Line 14. Max speed forward (Km p/hr): Max drive speed kilometres per hour.
- Line 15. Fuel burn data provided: fuel burn details supplied in submission.
- Line 16. Conforms with specifications: Does the response conform with the supplied specifications Yes/No.
- Line 17. Engine Tier: Tier 3 or Tier 4 engine
- Line 18. Availability (weeks): Number of weeks for delivery on receipt of a purchase order.
- Line 19. **Score C3: Criteria 3. 'Availability' score.**
- Line 20. Price Incl GST: Pricing for the supply of one (1) Loader including GST.
- Line 21. Price excl GST: Pricing for the supply of one (1) Loader excluding GST.
- Line 22. Resale Estimate: Estimated disposal value at eight (8) years/8,000 hours, obtained from of Slattery Auction estimator or buy back offer, including GST.
- Line 23. Resale Estimate: Estimated disposal value at eight (8) years/8,000 hours, obtained from of Slattery Auction estimator or buy back offer, excluding GST.

- Line 24. Percentage return: resale value as percentage of purchase price.
 Line 25. Depreciation: Calculated by subtracting Line 21 from Line 23.
 Line 26. **Score C1: Criteria 1. 'Price & Estimated Resale' (result):** Maximum score = 50 points. Item with the lowest depreciation is awarded the maximum score, others awarded reduced scores calculated on a reducing percentage basis.

Line #	VP227167 Supply and Delivery of One (1) 5m3 Wheel Loader					
1	Warranty					
2	Make	CAT	CAT	Hitachi	Komatsu	John Deere
3	Model	972M	966M	ZW330-5	WA480-6	774L
4	Whole machine years	1	1	1	1	1
5	Whole machine hours	unlimited	unlimited	2,000	2,000	Unlimited
6	Extended warranty?	Yes	Yes	Yes	Yes	Yes - powertrain
7	Extended warranty years	5	5	5	5	*
8	Extended warranty hours	5000	5000	6000	6000	*
9	Extended warranty cost	Included	Included	\$ 12,486.00	Included	Options B - Powertrain
10	Score / 10	8	8	10	10	4
11	Power & drive train years	5	5	5	5	7
12	Power & drive train hours	5,000	5,000	6,000	6,000	8,000
13	Service Centre	Toowoomba / Field Service Maranoa	Toowoomba / Field Service Maranoa	Toowoomba	Emerald / Brisbane / Field Technician	Roma
14	Travel included?	Yes	Yes	Yes	Yes*	Yes
15	Score/10	4	4	6	6	10
16	C2. Total score:	12.0	12.0	16.0	16.0	14.0
17	Notes:	Extended warranty has been added to purchase price for assessment				* opt1 John Deere comprehensive 5 year/5000 hrs or opt2 powertrain 7 years/ 8000 hrs

Explanation notes for Warranty Table.

- Line 1. Table subject.
 Line 2. Make: Manufacturer of vehicle offered in the submission.
 Line 3. Model: Model of vehicle offered in the submission.
 Line 4. Whole Vehicle Years: period of bumper to bumper warranty in years.
 Line 5. Whole Vehicle Hours: period of bumper-to-bumper warranty in machine hours.
 Line 6. Extended Warranty? Does the supplier offer an extended warranty.
 Line 7. Extended Warranty Years: additional warranty coverage post standard warranty.
 Line 8. Extended Warranty Hours: additional warranty coverage post standard warranty.
 Line 9. Extended Warranty Cost: any additional costs for the extended warranty.
 Line 10. Score /10: Score out of 10 for whole vehicle standard and extended warranty.
 Line 11. Power & drive train warranty years: additional warranty for engine, transmission & differentials in years.
 Line 12. Power & drive train warranty hours: additional warranty for engine, transmission & differentials in hours.
 Line 13. Nearest service centre: Location of nearest OEM/OEM agents service provider.
 Line 14. Travel included? Are travel expenses free for warranty repairs.
 Line 15. Score/10: Score out of 10 for powertrain warranty and warranty support.
 Line 16. C2. Total Score: Criteria 2 Warranty total score out of 20
 Line 17. Notes: Notes applicable to warranty response.

Line #	VP227167 Supply and Delivery of One (1) 5m3 Wheel Loader					
1	Specification Non-compliances					
2	Make	CAT	CAT	Hitachi	Komatsu	John Deere
3	Model	972M	966M	ZW330-5	WA480-6	774L
4	1 - Type, Capacity & Dimensions	5a) 2 x 4.5kg extinguishers	5a) 2 x 4.5kg extinguishers		7h) Komatsu factory auto-lub standard	
5	2 - Engine					
6	3 - Transmission					
7	4 - Bucket					
8	5 - Body					
9	6 - Wheels & Tyres					
10	7 - Accessories					
11	8 - Cabin					
12	9 - Lighting					
13	10 - Signage					
14	11 - Delivery					

Explanation notes for Specification Non-conformities Table.

- Line 1. Table subject
- Line 2. Make: Manufacturer of vehicle offered in the submission.
- Line 3. Model: Model of vehicle offered in the submission.
- Line 4. 1- Type, Capacity & Dimensions:
- Line 5. 2 – Engine:
- Line 6. 3 – Transmission & differentials:
- Line 7. 4 – Loader: Item 4c Auto levelling/parallel Lift:
- Line 8. 5 – Body:
Hasting Deering variation to specification 5a) 2 x 4.5 kg extinguishers externally mounted.
- Line 9. 6 – Wheels & Tyres:
- Line 10. 7 - Accessories:
Specification 7h) Komatsu factory auto-lub system fitted as standard
- Line 11. 8 - Cabin:
- Line 12. 9 – Lighting:
- Line 13. 10 – Signage:
- Line 14. 11 – Delivery:

Line #	VP227167 Supply and Delivery of One (1) 5m3 Wheel Loader					
1	Servicing Component Details & costs					
2	Make	CAT	CAT	Hitachi	Komatsu	John Deere
3	Model	972M	966M	ZW330-5	WA480-6	774L
4	Online GPS	HDAdvantage	HDAdvantage	Consile	Komtrax	JDLINK
5	Subscription cost	5 years free	5 years free	Complimentary	Complimentary	5 years free
6	Free services?	Yes - 500 hr	Yes 500 hr	Yes - 250 hrs	yes - 2000 hrs	yes - 500 hrs
7	Service intervals	250 hrs (oils every 500)	250 hrs (oils every 500)	500 hrs	500 hrs	500 hrs
8	Average Fuel Burn	14.7 - 17.9 ltr/hr	13.3 - 16.6 ltr/hr	17.7-20.9 ltr/hr	17.7-20.9 ltr/hr	17.7-20.9 ltr/hr
9	Engine lubricant filter quantity	1	1	1	1	1
10	Engine lubricant filter price	\$ 35.27	\$ 35.27	\$ 41.99	\$ 64.60	\$ 62.52
11	DPF Filter Quantity					
12	DPF Filter Price					
13	2nd Engine lubricant filter quantity			1		1
14	2nd Engine lubricant filter price			\$ 134.88		\$ 329.92
15	Primary Fuel filter quantity	2	2	1	1	1
16	Primary Fuel filter price	\$ 26.85	\$ 26.85	\$ 71.10	\$ 95.12	\$ 162.61
17	Secondary Fuel filter quantity	1	1	1	1	1
18	Secondary Fuel filter price	\$ 45.42	\$ 45.42	\$ 90.83	\$ 126.05	\$ 194.35
19	Transmission filter quantity	1	1	1	1	1
20	Transmission filter price	\$ 90.64	\$ 90.64	\$ 216.82	\$ 74.02	\$ 105.73
21	Front differential filter quantity					
22	Front differential filter price					
23	Rear differential filter quantity					
24	Rear differential filter price					
25	Hydraulic filter quantity	1	1	1	1	2
26	Hydraulic filter price	\$ 69.62	\$ 69.62	\$ 116.03	\$ 127.19	\$ 112.42
27	2nd Hydraulic filter quantity			1	1	
28	2nd Hydraulic filter price			\$ 96.26	\$ 16.25	
29	Engine air filter quantity			1		1
30	Engine air filter price			\$ 107.27		\$ 153.73
31	Engine secondary air filter quantity			1		1
32	Engine secondary air filter price			\$ 63.71		\$ 84.33
33	Cabin external filter quantity	1	1	1	1	1
34	Cabin external filter price	\$ 166.94	\$ 166.94	\$ 63.33	\$ 74.56	\$ 28.29
35	Cabin internal filter quantity	1	1	1	1	
36	Cabin internal filter price	\$ 67.58	\$ 67.58	\$ 204.39	\$ 34.41	
37	Aircon filter quantity			1	2	1
38	Aircon filter price			\$ 90.11	\$ 81.18	\$ 22.43
39	Breather filter quantity			1		
40	Breather filter price			\$ 69.66		
41	Belt	\$ 161.35	\$ 161.35	\$ 194.34	\$ 41.20	\$ 191.14
42	Belt			\$ 191.76	\$ 44.92	
43	Cutting edge quantity	\$ 2.00	\$ 2.00			
44	Cutting edge price	\$ 755.72	\$ 755.72			\$ 1,612.90
45	Cutting edge cost	\$ 1,511.44	\$ 1,511.44			
46	Edge end quantity	\$ 2.00	\$ 2.00			
47	Edge end price	\$ 304.67	\$ 304.67			
48	Edge end cost	\$ 609.33	\$ 609.33			
49	Master key				\$ 10.95	
50	Hydraulic filter o ring				\$ 9.12	
51	Breather o ring				\$ 4.16	
52	Breather o ring				\$ 3.50	
53	Breather o ring				\$ 3.71	
54	Oil Analysis kit			\$ 163.35	\$ 32.00	\$ 97.42
55	Tyre Size & Rating	26.5R25 L4 Tyres	26.5R25 L4 Tyres	26.5 R25 L5	Bridgestone 26.5-R25VSNT L4 Radial	26.5R25 L5 Camso 2 Star
56	Total Incl GST	\$ 3,875.68	\$ 3,875.68	\$ 3,359.82	\$ 928.28	\$ 3,270.20
57	Score C5, Part A					
58	Notes	Services up to 2000 hours \$ 13,103.00 including		KOMPlimentary services up to 2000hrs		Free 500 hour service

Explanation notes for Service Component Details;

- Line 1. Title subject
 Line 2. Make: Manufacturer of vehicle offered in the submission.
 Line 3. Model: Model of vehicle offered in the submission.

Line 4.	Online GPS? Online machine monitoring system	
Line 5.	Subscription cost for online machine monitoring system	
Line 6.	Free services?: any free services included in purchase.	
Line 7.	Service intervals in hours	
Line 8.	Average fuel burn in litres per hour	
Line 9.	Engine lubricant filter Quantity;	Quantity of filters required.
Line 10.	Engine lubricant filter Price:	Price.
Line 11.	DPF Filter Quantity	Quantity of filter required
Line 12.	DPF Filter Price	Price
Line 13.	2 nd Engine lubricant filter Quantity;	Quantity of filters required.
Line 14.	2 nd Engine lubricant filter Price:	Price.
Line 15.	Primary Fuel filter Quantity:	Quantity of filters required.
Line 16.	Primary Fuel filter Price:	Price.
Line 17.	Secondary Fuel filter Quantity:	Quantity of filters required.
Line 18.	Secondary Fuel filter Price:	Price.
Line 19.	Transmission filter Quantity:	Quantity of filters required.
Line 20.	Transmission filter Price:	Price.
Line 21.	Front differential filter Quantity:	Quantity of filters required.
Line 22.	Front differential filter Price:	Price.
Line 23.	Rear differential filter Quantity:	Quantity of filters required.
Line 24.	Rear differential filter Price:	Price.
Line 25.	Hydraulic filter Quantity:	Quantity of filters required.
Line 26.	Hydraulic filter Price:	Price.
Line 27.	2nd Hydraulic filter Quantity: `	Quantity of filters required.
Line 28.	2nd Hydraulic filter Price:	Price.
Line 29.	Engine air filter Quantity:	Quantity of filters required.
Line 30.	Engine air filter Price:	Price.
Line 31.	Engine secondary air filter Quantity:	Quantity of filters required.
Line 32.	Engine secondary air filter Price:	Price.
Line 33.	Cabin external filter Quantity:	Quantity of filters required.
Line 34.	Cabin external filter Price:	Price.
Line 35.	Cabin internal filter Quantity:	Quantity of filters required.
Line 36.	Cabin internal filter Price:	Price.
Line 37.	Aircon filter Quantity:	Quantity of filters required.
Line 38.	Aircon filter Price:	Price
Line 39.	Breather filter quantity:	Quantity of breathers required.
Line 40.	Breather filter price:	Price.
Line 41.	Belt 1 price:	Price
Line 42.	Belt 2 price:	
Line 43.	Cutting edge quantity:	Quantity of edges required.
Line 44.	Cutting edge price	Price.
Line 45.	Cutting edge cost	Quantity times price.
Line 46.	Edge quantity:	Quantity of edges required.
Line 47.	Edge price	Price.
Line 48.	Edge cost	Quantity times price.
Line 49.	Master key price	Price.
Line 50.	Hydraulic filter o ring price	Price.
Line 51.	Breather O ring price	Price.
Line 52.	Breather O ring price	Price.
Line 53.	Breather O ring price	Price.
Line 54.	Oil analysis kit price	Price.
Line 55.	Tyre size & rating	tyre size and rating information.
Line 56.	Total Incl GST	Total
Line 57.	Score C5: Criteria 5. Servicing =	Maximum score = 10 points.
Line 58.	Notes:	Notes relevant to servicing.

Report Evaluation and Scoring Table

1	Table 1.					
2	Supplier	Hastings Deering (Australia) Limited	Hastings Deering (Australia) Limited	Hitachi Construction Machinery (Australia) Pty Ltd	Komatsu Australia Pty Ltd	RDO Equipment (Vermeer and John Deere equipment)
3	Make	CAT	CAT	Hitachi	Komatsu	John Deere
4	Model	972M	966M	ZW330-5	WA480-6	774L
5	Operating Weight (kg)	24,900	23,220	27,460	25,000	25,445
6	C1. Price & Resale					
7	Price incl GST	\$ 595,540.00	\$ 572,000.00	\$ 542,685.00	\$ 543,235.00	\$ 572,000.00
8	Price excl GST	\$ 541,400.00	\$ 520,000.00	\$ 493,350.00	\$ 493,850.00	\$ 520,000.00
9	Resale estimate excl GST (8Y/8000hrs)	\$ 163,636.36	\$ 145,454.55	\$ 100,000.00	\$ 104,545.45	\$ 90,909.09
10	Buy Back Offer Excl GST (8Y/8000hrs)	\$ -	\$ -	\$ 144,600.00	\$ -	\$ 111,800.00
11	Result (cap ownership cost)	\$ 377,763.64	\$ 374,545.45	\$ 348,750.00	\$ 389,304.55	\$ 408,200.00
12	C1. Score	46.16	46.56	50.00	44.79	42.72
13	C2. Warranty					
14	Whole Machine Warranty (Years)	5	5	5	5	1
15	Whole Machine Warranty (Hours)	5000	5000	6000	6000	unlimited
16	Power and Drive Train (Years)	5	5	5	5	7
17	Power and Drive Train (Hours)	5000	5000	6000	6000	8000
18	Travel included?	Yes	Yes	Yes	Yes	Yes
19	Nearest Warranty Service Centre	Toowoomba / Field Service Maranoa	Toowoomba / Field Service Maranoa	Toowoomba	Emerald / Brisbane / Field Technician Roma	Roma
20	C2. Score	12	12	16	16	14
21	C3. Availability					
22	Availability (weeks)	23	23	5	8	12
23	C3. Score	0	0	5	2	0
24	C4. Specification Conformity & Suitability					
25	Non conformities	0	0	0	1	0
26	Suitability	10	10	10	10	10
27	C4. Score	10	10	10	9	10
28	C5. Servicing/Whole of Life Costs					
29	Servicing	6	6	6	10	6
30	C5. Score	6	6	6	10	6
31	C6. Local Content					
32	Star Rating	1	1	0	1	2
33	C6. Score	1	1	0	1	2
34	Assessment Result:	75.2	75.6	87.0	82.8	74.7

Explanation notes for report table.

Line 1. Title Subject

Line 2. Supplier/Vendor

Line 3. Make of Machine offered

Line 4. Make of Machine offered

Line 5. Operating weight in kilograms

Line 6. C1. Price & Resale: Criteria 1 title

Line 7. Price incl GST: purchase price per machine including GST

Line 8. Price excl GST: purchase price per machine excluding GST

Line 9. Resale estimate excl GST (8Y/8000hrs): auction value excluding GST 8 years/ 8000 hours

Line 10. Buy Back Offer Excl GST (8Y/8000hrs): Guaranteed buy back offer excluding GST 8 years/ 8000hours

Line 11. Result (cap ownership cost): Depreciation (purchase price – resale excl GST)
Line 12. C1. Score: Criteria 1 score out of 50
Line 13. C2. Warranty Title
Line 14. Whole Machine Warranty (Years)
Line 15. Whole Machine Warranty (Hours)
Line 16. Power and Drive Train (Years)
Line 17. Power and Drive Train (Hours)
Line 18. Travel included? Travel for warranty works at no costs to Council Yes or No
Line 19. Nearest Warranty Service Centre
Line 20. C2. Score: Criteria 2 Score out of 20
Line 21. Availability title
Line 22. Availability (weeks) from date of order
Line 23. C3. Score: Criteria 3 score out of 5
Line 24. C4. Specification Conformity & Suitability Title
Line 25. Non conformities
Line 26. Suitability score
Line 27. C4. Score: Criteria four score out of 10
Line 28. C5. Servicing/Whole of Life Costs Title
Line 29. Servicing score out of 10
Line 30. C5. Score: Criteria 5 score out of 10
Line 31. C6. Local Content title
Line 32. Star Rating qualifier
Line 33. C6. Score: Criteria 6 score out of 5
Line 34. Assessment Result: Total score out of 100 for all 6 criteria

OFFICER REPORT

Meeting: Ordinary 26 May 2021

Date: 5 May 2021

Item Number: 13.1

File Number: D21/35539

SUBJECT HEADING: Maranoa Arts Gateway

Classification: Open Access

Officer's Title: Support Officer - Facilities

Executive Summary:

Council has received correspondence from Maranoa Arts Gateway Inc. thanking Council for their assistance in helping with sourcing a new location to allow the organisation to continue operating in Mitchell.

Officer's Recommendation:

That Council note the correspondence received from the Maranoa Arts Gateway Inc. Committee.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Arts Gateway
Travelers/Community Members

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
RESQ+	RAPAD Employment Services Queensland (RESQ)

Context:

Why is the matter coming before Council?

At the Ordinary Meeting held on 10 March 2021, Council resolved that a report be prepared for an upcoming Council meeting. (Resolution No. OM/03.2021/23).

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Council received a request from a representative of the owners of 62 Cambridge Street Mitchell (known locally as the old Hunters Store) for the purpose of providing a commercial space for Maranoa Arts Gateway Inc.

This contact prompted Council Staff to touch base with Maranoa Arts Gateway Inc to find out background on the matter and Manager Facilities (Land, Buildings and Structures) met with group representatives Brian and Ruby Waldron and Myrtil (Tilly Butler-Woodall on 23 February 2021.

A report was prepared for a Council Meeting on 10 March 2021, with the outcome below.

Resolution No. OM/03.2021/23

That Council:

1. ***Write to RAPAD Employment Services Queensland (RESQ+) and the Central Western Queensland Remote Area Planning and Development Board (RAPAD) and formally request a review of the decision to issue Maranoa Arts Gateway Inc. with a notice to vacate 60 Cambridge Street Mitchell.***
2. ***Request RESQ+ allow extra time for the group to find another venue to operate as this would be a goodwill gesture.***
3. ***Request RESQ+ consider in kind support in the form of labour/plant to assist with relocation.***
4. ***Receive a report at a future meeting of Council.***

As per the resolution, correspondence was sent to RESQ+ and RAPAD on 6 April 2021.

On 23 March 2021 a community consultation was held at the Mitchell Shire Hall in regard to the Old Dance Studio Site in Mitchell. At this consultation a retail space for Maranoa Arts Gateway Inc has been identified for inclusion in the new community building being planned for this site, being Lot 1 on RP96250. In the meantime Maranoa Arts Gateway Inc. has relocated to a shop front in Cambridge Street, Mitchell co-sharing with another business.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under

consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Maranoa Arts Gateway Inc. Committee
RESQ+

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Nil

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Nil

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil at this time

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?

(Interested Parties Analysis - IS9001:2015)

Maranoa Arts Gateway Inc. members

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Nil	Nil

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Note the Officers Report as presented.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy?

If so, for what reason?

That Council note the correspondence received from Maranoa Arts Gateway Inc. Committee

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.10 Facilities

Supporting Documentation:

- | | | |
|---|---|-----------|
| 1 | Thank You letter received from Brian & Ruby Waldron
and Maranoa Arts Gateway Committee | D21/35396 |
| 2 | Letter received from RAPAD | D21/35408 |

Report authorised by:

Manager - Facilities (Land, Buildings & Structures)

Deputy Chief Executive Officer/Acting Director Infrastructure Services



It was too good a thing to shut down & a bad time so it is longest season & they have been asking what we find you.

Also another shop in our wonderful town closing down & we didn't want that.

Thank you & also the Council for what you have done for us & can't wait for the new shop to be built.

Thanking you once again -
From Brian & Ruby
& all at M. A. G.

De Lanyo,

Your kindness is
greatly appreciated

Thank you for all your help in trying to find a new place for the craft shop. we have got a small space in Lilly's shop so we'll see how it goes until something else comes up. we have rented a container to store what we can't fit in the space.



27 April 2021

Robert Hayward

Director Development, Facilities & Environmental Services.
Maranoa Regional Council
PO Box 620
Roma Qld 4475

Dear Ron

Re: Maranoa Arts Gateway

Thank you for your letter of 6 April 2021 in which Council requested RESQ Plus extend the time allowed for the Maranoa Arts Gateway Inc. to relocate and to provide the organisation with assistance to relocate.

In relation to this request, the following has occurred:

- Maranoa Arts Gateway Inc was given until 30 April 2021.
- RESQ Plus offered assistance to relocate).

At the time of writing, the Maranoa Arts Gateway Inc has now started to move to their new premises. RESQ Plus is assisting by moving all the heavy items.

Yours sincerely

A handwritten signature in black ink, appearing to read "C. Hamilton".

Chris Hamilton
Chief Executive Officer

Longreach Office

P: (07) 4658 0710 F: (07) 4658 0720 E: longreachreception@resqld.com.au Freecall: 1800 780 778 101 Eagle Street, PO Box 111
Longreach QLD 4730

OFFICER REPORT

Meeting: Ordinary 26 May 2021

Date: 12 May 2021

Item Number: 13.2

File Number: D21/37452

SUBJECT HEADING: RFT 21029 - Sale of 6 Burrowes Street Surat

Classification: Open Access

Officer's Title: Manager - Facilities (Land, Buildings & Structures)

Executive Summary:

Council publicly invited interested parties to submit tenders to acquire the Council owned house and land located at 6 Burrowes Street Surat, described as Lot 502 on S282.

Officer's Recommendation:

That Council:

1. Accept the offer from Allwood Building Services Pty Ltd for thirty thousand dollars (\$30,000) input taxed, for the purchase of 6 Burrowes Street Surat being Lot 502 on S282.
2. Authorise the Chief Executive Officer (or delegate) to enter into negotiations with Allwood Building Services Pty Ltd formalising the terms and conditions in the draft contract and execute any documentation associated with this asset disposal.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Tenders who have submitted a tender under this request:

- Allwood Building Services Pty Ltd
- Brett Alexander Caldwell

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
Nil	Nil

Context:

Why is the matter coming before Council?

Council publicly invited tenders for the sale of 6 Burrowes Street, Surat (Lot 502 on S282).

The property at 6 Burrowes Street, Surat is a house and land described as Lot 502 on S282. This house and land was acquired by Council for rate arrears.

The land has an area of 2,023 square metres. The property is zoned General Residential and is located in a designated flood hazard zone under the town planning scheme.

The property comprises a rectangular shaped, gently sloping allotment with an open plan dwelling with three bedrooms, one bathroom and a detached single garage. Electricity, mains water, telephone and sewerage are connected to the property.

This report seeks Council's approval to enter into a contract of sale with the recommended Tenderer, for the purpose of Council disposing of the asset.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Tender 21029 is the second tender for this property, as a result of the offer by the successful tenderer for the previous tender (tender 21013) accepting another property tendered (tender 21012) and deciding not to accept the offer of this property.

The tender period opened on 10 March 2021 with a closing date of 5 April 2021. Twelve businesses/individuals downloaded the tender documents.

The following evaluation criteria was used to assess the Tender Responses.

Evaluation Criteria	Weightage %
Purchase Price Offered to Council	100%

The two tenders received are summarised in the table below:

Tenderer	Purchase Price	Purchase Score	Conflict of Interest	Statement of Departures
Allwood Building Services Pty Ltd	\$30,000.00	100	None	Nil.
Brett Alexander Caldwell	\$7,000.00	23	None	Nil.

The full document ***Evaluation of Tender Responses*** has been circulated to Councillors under separate cover.

A valuation was conducted on this property by Acumentis in August 2020 that valued the property at \$20,000 with a replacement value of \$235,000.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under

consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Local Government Regulation 2012 – Reg 227

Valuable non-current asset contract – tenders or auction needed first

227 Valuable non-current asset contract – tenders or auction needed first

- (1) A local government cannot enter into a valuable non-current asset contract unless it first –
 - (a) Invites written tenders for the contract under *section 228*; or
 - (b) Offers the non-current asset for sale by auction.
- (2) This section is subject to *division 4*.

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

The tender process, including the evaluation of submissions, is consistent with the Maranoa Regional Council Procurement Policy.

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

The Tender Evaluation Panel comprised the following Council staff members:

- Manager - Facilities (Land, Buildings & Structures) – Tanya Mansfield
- Manager Procurement & Plant – Michael Worthington

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Nil

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) ? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Revenue of \$30,000 (input taxed)

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$) ? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Rates and charges revenue payable by the successful tenderer.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?

(Interested Parties Analysis - IS9001:2015)

Tenderers – interested in understanding the outcome of the tender, including the successful tender and how their tender compared to the market.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Decide not to proceed with tender	▪ Consequences – Council has an ageing asset that it needs to maintain/dispose of.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is recommended that Council accept the tender submitted by Allwood Building Services Pty Ltd for the purchase price of \$30,000 (input taxed).

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy?

If so, for what reason?

That Council:

1. Accept the offer from Allwood Building Services Pty Ltd for thirty thousand dollars (\$30,000) input taxed, for the purchase of 6 Burrowes Street Surat being Lot 502 on S282.
2. Authorise the Chief Executive Officer (or delegate) to enter into negotiations with Allwood Building Services Pty Ltd formalising the terms and conditions in the draft contract and execute any documentation associated with this asset disposal.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 1: Getting the basics right

1.5 Waste

Supporting Documentation:

Nil.

Report authorised by:

Deputy Chief Executive Officer/Acting Director Infrastructure Services

OFFICER REPORT

Meeting: Ordinary 26 May 2021

Date: 5 May 2021

Item Number: 13.3

File Number: D21/35353

SUBJECT HEADING: Renewal of Lease - 18 - 20 Station Street, Roma

Classification: Open Access

Officer's Title: Administration Officer - Land Administration

Executive Summary:

Correspondence has been received from Roma Historical Precincts Inc. seeking to renew their existing lease agreement with Council in respect to 18-20 Station Street, Roma being the site known as the old Butter Factory.

Roma Historical Precincts Inc. is requesting Council to consider a 10 (ten) year lease with additional 5 (five) year options at the same rate as per the current arrangement. The current lease agreement expiry date is 14 November 2021.

Officer's Recommendation:

That Council, pursuant to section 236(1)(c)(iii) of the *Local Government Regulation 2012* –

- Approve Roma Historical Precinct Inc. renewal of Lease Agreement over land described as Lot 1 on R8650 and Lot 2 on R8688 for a 10 (ten) year period commencing 15 November 2021 with the option of further 3 (three) by 5 (five) year periods.
- Authorise the Chief Executive Officer, or delegate, to sign the Lease Agreement.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Roma Historical Precincts Inc.

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
RHPI	Roma Historical Precincts Inc.

Context:

Why is the matter coming before Council?

Council has received correspondence from RHPI seeking to renew their lease on 18-20 Station Street, Roma being the site for the old Buttery Factory. (*Correspondence attached to Report*)

The lease expires on 14 November 2021 and RHPI are requesting Council to consider a 10 (ten) year lease with additional 5 (five) year options at the same peppercorn rate as per the current arrangement.

RHPI have provided details of site improvements; community use; funding; site maintenance; and their vision for future development of the facility.

RHPI advise they are prepared to meet with Councillors to outline their plans for the site and how it will be a continuing asset to the Community and a useful addition to the Tourism Offer in the region.

Council is asked to consider the request.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Council entered into a Lease Agreement with Roma Historical Precincts Inc. over land described as Lot 1 on R8650 and Lot 2 on R8688 for a period of three years commencing 15 November 2018.

The expiry date of the agreement is 14 November 2021. There is no option in the agreement to renew the lease.

Rent per annum is \$1.00.

RHPI was established on 23 September 2016.

RHPI has been active in the rehabilitation project of the old Roma Buttery Factory.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Local Government Regulation 2012 – Reg 227

Valuable non-current asset contract – tenders or auction needed first

227 Valuable non-current asset contract – tenders or auction needed first

- (1) A local government cannot enter into a valuable non-current asset contract unless it first –
 - (a) Invites written tenders for the contract under *section 228*; or
 - (b) Offers the non-current asset for sale by auction.

(2) This section is subject to *division 4*.

Division 4 - Exceptions for valuable non-current asset contracts

236 Exceptions for valuable non-current asset contracts

- (1) Subject to subsections (2) to (4), a local government may dispose of a valuable non-current asset other than by tender or auction if—
- (a) the valuable non-current asset—
 - (i) was previously offered for sale by tender or auction but was not sold; and
 - (ii) is sold for more than the highest tender or auction bid that was received;or
 - (b) the valuable non-current asset is disposed of to—
 - (i) a government agency; or
 - (ii) a community organisation; or
 - (c) for the disposal of land or an interest in land—
 - (i) the land will not be rateable land after the disposal; or
 - (ii) the land is disposed of to a person whose restored enjoyment of the land is consistent with Aboriginal tradition or Island custom; or
 - (iii) the disposal is for the purpose of renewing the lease of land to the existing tenant of the land; or
 - (iv) the land is disposed of to a person who owns adjoining land if—
 - (A) the land is not suitable to be offered for disposal by tender or auction for a particular reason, including, for example, the size of the land or the existence of particular infrastructure on the land; and
 - (B) there is not another person who owns other adjoining land who wishes to acquire the land; and
 - (C) it is in the public interest to dispose of the land without a tender or auction; and
 - (D) the disposal is otherwise in accordance with sound contracting principles; or
 - (v) all or some of the consideration for the disposal is consideration other than money, for example, other land given in exchange for the disposal, if—
 - (A) it is in the public interest to dispose of the land without a tender or auction; and
 - (B) the disposal is otherwise in accordance with sound contracting principles; or
 - (vi) the disposal is for the purpose of a lease for a telecommunication tower; or
 - (vii) the disposal is of an interest in land that is used as an airport or for related purposes if—
 - (A) it is in the public interest to dispose of the interest in land without a tender or auction; and
 - (B) the disposal is otherwise in accordance with sound contracting principles; or
 - (d) for the disposal of a valuable non-current asset, other than land, by way of a trade-in for the supply of goods or services to the local government—
 - (i) the supply is, or is to be, made under this part; and
 - (ii) the disposal is, or is to be, part of the contract for the supply; or

- (e) for the disposal of a valuable non-current asset by the grant of a lease—the grant of the lease has been previously offered by tender or auction, but a lease has not been entered into; or
 - (f) the Minister exempts the local government from complying with [section 227](#).
- (2) An exception mentioned in subsection (1)(a) to (e) applies to a local government disposing of a valuable non-current asset only if, before the disposal, the local government has decided, by resolution, that the exception may apply to the local government on the disposal of a valuable non-current asset other than by tender or auction.
- (3) A local government may only dispose of land or an interest in land under this section if the consideration for the disposal would be equal to, or more than, the market value of the land or the interest in land, including the market value of any improvements on the land.
 - (4) However, subsection (3) does not apply if the land or interest in land is disposed of under subsection (1)(b), (1)(c)(ii) or (1)(f).
 - (5) For subsection (3), a written report about the market value of land or an interest in land from a valuer registered under the [Valuers Registration Act 1992](#) who is not an employee of the local government is evidence of the market value of the land or the interest in land.
 - (6) An exemption under subsection (1)(f) may be given subject to conditions.

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the

funding body, any dates of critical importance or updates or approvals required)

Manager – Facilities (Land, Buildings & Structures)

Facility Lease Management & Housing & Housing Officer / Team Coordinator

Maintenance Officer / Team Coordinator

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Nil

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) ? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

Nil

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$) ? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?

(Interested Parties Analysis - IS9001:2015)

Roma Historical Precincts Inc.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Renewal of the Lease	Should Council wish to continue the current lease agreement with RHPI, Council needs to decide by resolution prior to the current lease expiry date.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

As prescribed under *Local Government Regulation 2012* section 227, a local government cannot enter into a valuable non-current asset contract unless it invites tenders or auction first. This section is subject to Division 4 – Exceptions for valuable non-current asset contracts –

236 Exceptions for valuable non-current asset contracts

- (1) Subject to subsections (2) to (4), a local government may dispose of a valuable non-current asset other than by tender or auction if –
 - (c) for the disposal of land or an interest in land –
 - (iii) the disposal is for the purpose of renewing the lease of land to the existing tenant of the land;
- (2) An exception mentioned in subsection (1)(a) to (e) applies to a local government disposing of a valuable non-current asset only if, before the disposal, the local government has decided, by resolution, that

the exception may apply to the local government on the disposal of a valuable non-current asset other than by tender or auction.

It is recommended that, as section 236 (1)(c)(iii) applies to the RHPI as the existing tenant of the land, the renewal of the lease agreement as requested be approved. RHPI is a community organization providing a major benefit to the leased site, the Roma community and the Maranoa region.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council, pursuant to section 236(1)(c)(iii) of the *Local Government Regulation 2012* –

- Approve Roma Historical Precinct Inc. renewal of Lease Agreement over land described as Lot 1 on R8650 and Lot 2 on R8688 for a 10 (ten) year period commencing 15 November 2021 with the option of further 3 (three) by 5 (five) year periods.
- Authorise the Chief Executive Officer, or delegate, to sign the Lease Agreement.

Link to Corporate Plan:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.10 Facilities

Supporting Documentation:

- | | | |
|---|--|-----------|
| 1 | Roma Historical Precincts Inc - Renewal of Lease Request - 18-20 Station Street Roma - Butter Factory Site | D21/33909 |
| 2 | Lease - Roma Historical Precincts Inc (old butter factory) - Expires 14.11.2021 | D18/99407 |
| 3 | Roma Historical Precincts Inc - Insurance Certificate of Currency - Expiry 21 November 2021 | D21/37113 |

Report authorised by:

Manager - Facilities (Land, Buildings & Structures)

Deputy Chief Executive Officer/Acting Director Infrastructure Services



PO Box 68, Roma Q 4455
Email: romahistoricalpi@gmail.com

Ken: 0429 649 150
Ray: 0499 996 449

Marano Regional Council
PO Box 620
Roma Q 4455

Attention Tanya Mansfield, Manager Facilities (Land, Buildings, Structures)

RE RENEWAL OF LEASE ON 18-20 STATION ST ROMA, THE BUTTER FACTORY SITE.

Dear Ms Mansfield,

Roma Historical Precincts Inc. has a lease over the Butter Factory site in Station St Roma.

Title references for the land in question are 11171178 and 13627156.

The lease expires on the 14th November this year.

Roma Historical Precincts Inc. is hoping to renew the leasing arrangement with Council and to continue the work that has been done on the site since the 15th November 2018.

Roma Historical Precincts would like Council to consider a 10-year lease with additional 5-year options at the same peppercorn rate as per the current arrangement.

SITE IMPROVEMENTS:

Removed pigeon droppings from the Butter Factory Building.

Pigeon proofed the building.

Removed dead trees from the site.

Cleaned and upgraded the lawn areas, including the laying of new turf.

Cleaned the interiors of the large original shed, including removal of dirt, exposing the concrete floor.

With the assistance of a Gambling Community Benefit Fund, completely rebuilt the front office. This included the removal of asbestos, re cladding the external walls, re-roofing, and completely renovating the interior of the front office building. The grant was for \$35,000 and there were many in-kind hours expended, mostly by the current RHPI President, Ken Beitz.

Grounds maintenance is maintained to present a pleasant outlook for passersby.

COMMUNITY USE:

The facility is now being used by the community.

APEX Club of Roma using the facility twice.

The Roma Historical Motor Club

A Car Boot Sale, with plans to make these a regular event.

Recent St Johns Student had Formal Photos taken at the facility.

Opening during Easter for visitors to experience the facility.

There has also been Paint and Sip Fundraiser involving art conducted on site.

There are many options for the grounds to be put to effective use. RHPI is exploring all opportunities.

Roma Historical Precincts Inc. was also successful in purchasing items at the recent Meadowbank Museum, with the kind financial assistance of Council. These items are displayed on site and are a reminder of the Maranoa's history. RHPI thanks Council for their contribution.

FUNDING:

The Site is an asset to the Community and is no longer a burden to Council.

Funds are generated by the recycling of eligible containers under the Container Exchange Programme.

As a membership-based association, a small membership fee is charged annually.

RHPI also conducts fund raisers during the year. These include the Plough Day, Car Boot Sales, attendance at Community Events such as the Roma Street Christmas Party, and open days.

Roma Historical Precincts Inc. has also benefitted from a grant from the FRRR through Tackling Tough Times Together for the preparation of a Business Case. This process begins with a site visit on the 29th and the 30th of April and will continue for the next 16 weeks (about 3 and a half months). This will provide the Committee with guidance and an action plan for future development of the site and be used to apply for Federal and State Funding.

RHPI has also benefited from funding under the Container Exchange Programme, and the Community Gambling Benefits Fund.

RHPI benefits from donations from visitors.

SITE MAINTENANCE:

Maintenance of the site is conducted entirely by volunteer members of the Association.

THE VISION:

Using the business case being developed to provide the Committee with guidance and an action plan for future development.

Our long-term vision includes the development of a recreational trail, following the paths of the rail network linking Roma with Wallumbilla, Yuleba to the east, and to Injune to the north. This trail will feature reference to the dairy farms which populated the region in the early 1900s.

Recreational Trails provide opportunity for bike and horse riding in a safe environment, link communities together, and provide enhanced Tourism growth for the region.

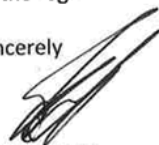
SUMMARY:

Tanya, the Committee is dedicated to the site, and to the continued development of it.

We would appreciate the certainty a longer lease will provide, with options as described.

I look forward to hearing from you shortly. RHPI is prepared to meet with Councillors to outline our plans for the site, and how it will be a continuing asset to our Community and a useful addition to the Tourism Offer in the region.

Sincerely



Ray Howson

Secretary

Roma Historical Precincts Inc.

0499996449

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

LEASE

Form 7 Version 6
Page 1 of 36

Dealing Number



OFFICE USE ONLY

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1. Lessor		Lodger (Name, address, E-mail & phone number)	Lodger Code
MARANOVA REGIONAL COUNCIL		King & Company GPO BOX 758, BRISBANE QLD 4001 Telephone: (07) 3243 0000 lesley.devine@kingandcompany.com.au	BE045C
2. Lot on Plan Description		Title Reference	
LOT 1 ON CROWN PLAN R8650		11171178	
LOT 2 ON CROWN PLAN R 8688		13627156	
3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		ROMA HISTORICAL PRECINCTS INC.	
4. Interest being leased			
FEE SIMPLE			
5. Description of premises being leased			
The whole of the land described at Item 2			
6. Term of lease		7. Rent/Consideration	
Commencement date/event: 15/11/2018		\$1.00 per annum	
Expiry date: 14/11/2021			
#Options: Nil			
8. Grant/Execution			
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.			
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994			
Christine Tindnell		Maranoa Regional Council	
signature			
full name			
JP (Qual)		20/11/2018	
qualification		Execution Date	
Witnessing Officer		Julie Reitano	
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 e.g. Legal Practitioner, JP, C Dec)		Chief Executive Officer Lessor Signature	

9. 10. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

signature

full name

qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 e.g. Legal Practitioner, JP, C Dec)

21/11/2018

Execution Date

Lessee Signature

694344

QUEENSLAND LAND REGISTRY
Land Title Act 1994 Land Act 1994 and Water Act 2000

SCHEDULE

Form 20 Version 2
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Title Reference: 11171178, 13627156

REFERENCE INFORMATION

The following table contains a snapshot of essential particulars concerning this lease.

Item 1 Parties:

<i>Lessor:</i>	Maranoa Regional Council.
<i>ABN:</i>	99 324 089 164
<i>Address for Notices:</i>	
<i>Delivery:</i>	Cnr Bungil & Quintin Sts Roma, Qld 4455
<i>Post:</i>	PO Box 620 Roma, Qld 4455.
<i>Telephone:</i>	1300 007 662
<i>Facsimilie:</i>	(07) 46246990
<i>Email:</i>	council@maranoa.qld.gov.au

<i>Lessee:</i>	Roma Historical Precincts Inc
<i>ABN:</i>	19 988 675 160
<i>Address for Notices:</i>	PO Box 586 Roma, Qld 4455
<i>Email</i>	romahistoricalpi@gmail.com

Item 2 Location of Premises:

<i>Address:</i>	18-20 Station Street Roma
-----------------	------------------------------

Item 3 Term:

<i>Duration:</i>	3 years.
<i>Commencement Date:</i>	1 March 2018
<i>Expiry Date:</i>	28 February 2021

Item 4 Rent:

<i>Rent:</i>	\$1.00 per annum. ¹
--------------	--------------------------------

Item 5 Use of Premises:

<i>Permitted Use:</i>	Museum Purposes (including social events and fundraising activities).
-----------------------	---

Item 6 Public Risk Insurance:

<i>Initial Minimum Indemnity Level:</i>	\$20,000,000.00.
<i>Review of Indemnity Level:</i>	Refer to Clause 9.3.

¹

Title Reference: 11171178, 13627156

PART 1: INTERPRETATION

1.1 General Requirement

- (1) Subject to Clause 1.1(2), this Lease is to be interpreted by reference to the provisions of this Part 1.
- (2) Each of those provisions applies to the Lease unless:
 - (a) the context otherwise requires; or
 - (b) a contrary intention appears.

1.2 Definitions

Each of the following expressions bears the meaning shown opposite:

Act	<ol style="list-style-type: none"> (1) An Act passed by the Commonwealth Parliament or the Queensland Parliament. (2) Subordinate legislation under any such Act. (3) A direction or requirement made under any such Act or subordinate legislation by a competent authority or person. (4) A licence, authorization, consent, approval, or exemption granted under any such Act or subordinate legislation. (5) A planning instrument. (6) A local law.
act	Includes: <ol style="list-style-type: none"> (1) an omission; and (2) a refusal to act.
Act of Insolvency	<ol style="list-style-type: none"> (1) Suffering the appointment of a receiver, which appointment is not terminated, postponed or enjoined within 14 days after it is made. (2) Entering voluntary administration. (3) Suffering the appointment of a provisional liquidator. (4) Failing to satisfy a statutory demand under <i>Corporations Act</i> section 459E. (5) Voluntarily applying to be wound-up, or suffering presentation of an application for winding-up. (6) Being wound up or being de-registered as a corporation. (7) Entering a composition or scheme of arrangement for the benefit of creditors. (8) Failing to secure the return of one's assets within 21 days after a creditor or an encumbrancee lawfully seizes them. (9) Committing an act of bankruptcy mentioned in <i>Bankruptcy Act</i> section 40. (10) Presenting a debtors petition for bankruptcy, or suffering the presentation of a creditors petition. (11) Signing an authority under <i>Bankruptcy Act</i> section 188 (to appoint a controlling trustee). (12) Becoming bankrupt upon a debtors petition or a creditors petition.

QUEENSLAND LAND REGISTRY
Land Title Act 1994 Land Act 1994 and Water Act 2000

SCHEDULE

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Address for Notices

For each Party:

- (1) its address specified in the Reference Information;
- (2) such other address or facsimile number as it has notified to the Party giving it a notice as its address or facsimile number for notices; or
- (3) if it is not at either such address, its last principal place of business or facsimile number in Queensland known to the Party giving it a notice.

Administering Authority

The authority responsible for administering an Act (for example, the authority that issues licences or permits under the Act, and that monitors and enforces compliance with the Act).

Appendix

An appendix to this Lease.

Bankruptcy Act

Bankruptcy Act 1966 (Cwlth).

Building

A building that:

- (1) comprises or includes the Premises; or
- (2) forms part of the Premises.

Business Day

- (1) For giving notice under the Lease: a day other than a Saturday, Sunday or public holiday in the locality to which the notice is to be sent.
- (2) For making a payment under the Lease: a day, other than a Saturday, Sunday or public holiday, upon which trading banks are open for business in the locality of the recipient's Address for Notices.

Chief Executive Officer

The Lessor's chief executive officer, including:

- (1) a person acting in the position at a relevant time; and
- (2) a person to whom the chief executive officer's power has been delegated at a relevant time for a relevant purpose concerning this Lease.²

Clause

A clause, sub-clause, or paragraph of this Lease.

Commencement Date

The date specified as such in the Form 7, being the date upon which the term of the Lease begins.

Corporations Act

Corporations Act 2001 (Cwlth).

Cost

Includes loss, liability, damage and expense.

² Section 259 of the Local Government Act 2009(Qld) empowers the chief executive officer of a local government, with certain exceptions, to delegate his/her responsibilities, generally or particularly, to another employee of the local government.

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SCHEDULE

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Cross-liability Provision

An insurance policy provision, or collection of provisions, that:

- (1) covers each insured party, and each other party for whose benefit the insurance extends, against liability upon claims by any other party insured under the policy as though a separate insurance policy were issued to each of them; and
- (2) correlatively waives the insurer's right of recovery against any insured party where:
 - (a) that party incurs liability to any other party insured under the policy; and
 - (b) the insurer indemnifies the other party against the relevant loss.

Development Permit

A development approval or development permit issued pursuant to the *Planning Act*.

Electrical Equipment

Electrical equipment as defined in the *Electricity Act*.³

Electrical Installation

An electrical installation as defined in the *Electricity Act*.⁴

Expert

A person :

- (1) who is independent of the Parties; and
- (2) who possesses the qualifications and experience necessary and appropriate to facilitate efficient and effective mediation of a dispute under this Lease.

Expiry Date

The date specified as such in the Form 7, being the date upon which the term of the Lease ends.

Force Majeure

An event of irresistible force that:

- (1) occurs by chance;
- (2) is beyond the control of the Party it impacts; and
- (3) cannot be avoided with the exercise of due care by that Party.

Examples:

War, civil commotion, terrorist action, natural disaster (such as flood, bushfire, earthquake, major cyclone), general strike, and aviation or maritime disaster.

Form 7

An instrument of lease in Form 7 prescribed for the *Land Title Act*.

Form 20

The schedule of lease covenants in Form 20 prescribed for the *Land Title Act*.

³ At 1 March, 2009, *Electricity Act* section 13 states, to paraphrase, that "electrical equipment" is any apparatus, appliance, cable, conductor, fitting, insulator, material, meter or wire used for controlling, generating, supplying, transforming, or transmitting electricity at a voltage greater than extra low voltage, or operated by electricity at a voltage greater than extra low voltage, or that is, or forms part of, a cathodic protection system. However, the expression does not include certain equipment associated with motor vehicles, e.g. headlights, spark plugs, and suchlike.

⁴ At 1 March, 2009, *Electricity Act* section 14 states in broad terms (and to paraphrase), that an "electrical installation" is a group of items of electrical equipment permanently connected to one another electrically, other than electricity generation and transmission works items (such as generators, transformers and cables), to which electricity can be supplied from generation and transmission works. An example is the switchboard, wiring, lighting, socket outlets, and other electrical equipment permanently connected for a shopping centre, or for a shop in a shopping centre.

QUEENSLAND LAND REGISTRY
Land Title Act 1994 Land Act 1994 and Water Act 2000

SCHEDULE

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<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).</i>
Harm	<p>All or any of:</p> <ol style="list-style-type: none"> (1) property loss, including loss through misplacement and theft; (2) property damage; (3) death; (4) personal injury, including shock; and (5) illness.
include	<p>Encompass or include, without being limited to what is stated as encompassed or included.</p> <p><i>Example: "act" is defined as including an omission and a refusal to act. However, the expression is not confined to an omission and a refusal to do something; it also encompasses (obviously) a positive action.</i></p>
Improvements	All improvements, fixtures and fittings as constructed on the Premises from time to time.
<i>Insurance Act</i>	<i>Insurance Act 1973 (Cwlth).</i>
Land	The land the subject of the Lease, described in the Form 7.
<i>Land Title Act</i>	<i>Land Title Act 1994 (Qld).</i>
Lease	This lease, comprising the Form 7 and Form 20.
Lessor	Maranoa Regional Council.
Lessee	The entity identified as such in the Form 7.
Lessor's Office	<ol style="list-style-type: none"> (1) The Lessor address detailed in the Reference Information. (2) Any substitute address the Lessor notifies to the Lessee.
<i>Liquor Act</i>	<i>Liquor Act 1992 (Qld).</i>
<i>Local Government Act</i>	<i>Local Government Act 2009 (Qld).</i>
Maintain	Includes repair and replace.
Month	<p>A calendar month: that is to say, a period:</p> <ol style="list-style-type: none"> (1) commencing at the beginning of a day of one of the 12 named months in the Christian calendar;⁵ and (2) ending immediately before the beginning of the corresponding day of the next named month; or (3) if there is no corresponding day of the next named month, ending at the end of the next named month. <p><i>Example: Where a month begins on 31 January, there can be no 30 February. Therefore, the month ends on 28 February (or 29 Feb in a leap year).</i></p>

⁵ The months of January to December.

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negligence

An act,⁶ including an intentional act, that:

- (1) breaches a duty of care owed to a person; and
- (2) causes that person to incur or sustain a Cost that is compensable at law.⁷

Officer

- (1) For the Lessee: a director, a management committee member, a company secretary, or an attorney.
- (2) For the Lessor:
 - (a) the Chief Executive Officer, including his lawful delegate; or
 - (b) another person to whom the Lessor has delegated a relevant power.⁸
- (3) For either Party: its solicitor.

Part

A numbered part or section of this Lease, other than an Appendix or an attestations page, containing:

- (1) one or more Items; or
- (2) one or more Clauses.

Party

- (1) In a provision other than a guarantee and indemnity, a party to the Lease other than a guarantor and indemnifier.
- (2) In a guarantee and indemnity provision, a party to the Lease, including a guarantor and indemnifier.

Permitted Use

The activity or activities that the Lessee is permitted to conduct upon the Premises under the Lease, as specified in the Reference Information (Refer to Clause 4.1).

Planning Act

Planning Act 2016 (Qld)

Planning Scheme

The planning scheme governing the Region pursuant to the *Planning Act*.

Premises

- (1) The premises let under the Lease, as identified upon the Form 7.
- (2) All improvements and chattels the property of the Lessor:
 - (a) situated upon those premises; and
 - (b) used by the Lessee for enjoying or managing those premises.

Property Law Act

Property Law Act 1974 (Qld).

⁶ Refer to the definition of "act".

⁷ Not all loss, damage, or injury is compensable at law, e.g. mere embarrassment or distress (though embarrassment or distress may operate to aggravate a compensable injury and, thus, increase the compensation entitlement for that injury).

⁸ Section 257 of the Local Government Act states the persons to whom a local government may delegate power (other than power that the Act obliges it to exercise only by resolution).

QUEENSLAND LAND REGISTRY
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Public Risk Policy

- (1) An insurance policy that indemnifies against Cost borne of Harm resulting directly or indirectly from an occurrence:
 - (a) upon the Premises; or
 - (b) upon any other area of the Land the Lessee uses in relation to, or in conjunction with, its use of the Premises.
- (2) *Examples* of areas that a tenant might use in relation to, or in conjunction with, its use of tenanted premises include:
 - (a) a storage area used under licence;
 - (b) a Common Area used for seating patrons of the business conducted upon the tenanted premises; or
 - (c) a display or stall operated by a tenant in the entry foyer of the Building.

Registered Insurer

Refer to Clause 9.4(2).

Region

The area for which the Lessor is the local government pursuant to the *Local Government Act*.

Registration

Recording, under the *Land Title Act*, a dealing concerning the Land.

Representative

A person appointed by the Lessor and a person appointed by the Lessee to attempt to resolve a dispute under this Lease, pursuant to Part 14.

Services

- (1) The utility services from time to time appurtenant to the Land, including:
 - (a) electronic services;
 - (b) fire, sprinkler, and air conditioning;
 - (c) lighting, gas, fuel, and other energy;
 - (d) water, sewerage, and drainage.
- (2) The infrastructure via which those utility services are delivered, including fittings, fixtures, appliances, plant, and equipment.
Examples: Air-conditioning Equipment and fire equipment.

Subrogation Waiver

An insurance policy provision under which the insurer covenants not to exercise a subrogation entitlement against:

- (1) a person insured under the policy; and
- (2) any other person for whose benefit the insurance extends.

Term

The term (duration) of the Lease, stated in the Form 7.

1.3

Cognate Expressions

Derivatives of a specifically defined word or phrase bear meanings corresponding to and consistent with the definition.

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1.4 Particular References

Where a provision that is prefaced or introduced by the expression, "in particular" or "particularly", refers to or qualifies another provision of more general application, the former provision does not limit the ambit of the latter provision.

1.5 Imputed Acts

Reference (direct or indirect) to a person's act (including, where applicable, the act of a guarantor) includes an imputed act, that is to say the act of another person, which act is deemed by law to be the first-mentioned person's act because of the relationship between the two.

Example: The act of an employee, in the proper performance of that person's duties as employee, is deemed by law also to be the act of his/her employer.

1.6 Parties

Reference to a Party includes:

- (1) in the case of a natural person, that person and his/her executors, administrators and assigns (transferees); and
- (2) in the case of a corporation, the corporation, its successors and assigns (transferees).

1.7 Concurrent Responsibility

Where a Party is composed of two or more persons, each item of agreement by the Party binds:

- (1) all of those persons collectively; and
- (2) each of them as an individual.⁹

1.8 References to Bodies, Offices and Positions

Reference to:

- (1) a statutory, administrative or professional body; and
- (2) a statutory or administrative office or position,

includes a body, office or position:

- (3) established or constituted in lieu of that body, office or position; or
- (4) as nearly as may be, succeeding to its power or function of that body, office, or position.

1.9 Block References

- (1) Reference to the period between two specified dates, times or periods includes each of those two dates, times or periods.

Example: A reference to the period "from 1 January to 31 December" or "between 1 January and 31 December" is a reference to the period comprising each of those two dates and all of the days between them.

- (2) Reference to the numbers, provisions or items, in this or another document, between two numbers, numbered provisions or numbered items, includes each of those two numbers, numbered provisions or items.

Example: A reference to "Clauses 2.1 to 2.5", or "from Clause 2.1 to Clause 2.5", or "between Clause 2.1 and Clause 2.5" is a collective reference to those two Clauses and the Clauses between them.

1.10 Miscellaneous References

- (1) Reference to the Premises includes any area, section, or portion of the Premises.

⁹ This collective and individual responsibility is otherwise known as joint and several responsibility.

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- (2) Reference to the singular includes the plural, and vice-versa.
- (3) Reference to a gender includes each other gender.
- (4) Reference to a person includes a corporation, a firm, and a voluntary association.
- (5) Reference to an Act includes an Act that amends, consolidates, or replaces an Act.
- (6) Reference to a section or other provision of an Act includes a section or provision that amends, consolidates, or replaces the section or provision.
- (7) Reference to an agreement or other instrument is to that agreement or instrument as amended, supplemented, replaced, or novated.
- (8) Reference to money is a reference to Australian dollars and cents.
- (9) Reference to a time of day is a reference to Australian Eastern Standard Time.
- (10) Reference to termination of the Lease is a reference to termination by any means (for example, by expiry or forfeiture).
- (11) Reference to writing is a reference to reproduction of words, figures, symbols, and shapes in visible form, in English.

1.11 Headings and Notes

Subject headings, footnotes, endnotes, and the table of contents:

- (1) exist for convenience only; and
- (2) are to be disregarded when interpreting the Lease.

1.12 Contra Proferentem Interpretation

The Lease is not to be interpreted against the interest of the Lessor merely because the document was prepared by the Lessor or on its behalf.

1.13 Communications between Parties

- (1) Neither an approval nor a consent or permission given under the Lease binds the person giving it unless that person gives it in writing.
- (2) An appointment or direction made or given under the Lease is ineffective unless made or given in writing.
- (3) A request made under the Lease is deemed neither made nor received if not made in writing.
- (4) The waiver of an entitlement under the Lease is not binding unless made in writing.
- (5) To prevent uncertainty, a notice under the Lease is ineffective unless given in writing.¹⁰

1.14 Cumulative Entitlements

The remedies and other entitlements the Lease gives a Party:

- (1) are cumulative, not alternative; and
- (2) are not exclusive of other entitlements that the Party possesses (whether under an Act or at general law).

1.15 Character of Lease Instrument

Irrespective of whether it records the passage of consideration between the Lessor and the Lessee, this document is a deed.¹¹

¹⁰ Refer to Clause 15.1(2), which states that a notice must be in writing.

¹¹ A deed is a special form of contract that is signed and sealed by each party (contrasting with an agreement under hand, which is merely signed by each party). A contract by deed is enforceable without the necessity for one party to do or promise anything in return for what the other party does or promises.

QUEENSLAND LAND REGISTRY
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SCHEDULE

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1.16 Modification of Implied Covenants

- (1) The covenants implied by *Property Law Act* sections 105¹² and 107¹³ are modified by or excluded from the Lease to the extent that they are inconsistent with it.
- (2) No covenant is implied into the Lease by operation of *Property Law Act* section 109.¹⁴

1.17 Survival of Provisions

A provision of the Lease capable of continued application after:

- (1) the Lease has terminated; or
- (2) a court has issued judgement or made an order against a Party concerning that provision, will remain enforceable despite the termination, judgement or order.

1.18 Severance

A provision of the Lease:

- (1) that is void, voidable, illegal or unenforceable; or
- (2) the retention of which would render the lease void, voidable, illegal, or unenforceable, is to be treated as having been omitted from the lease.

1.19 Jurisdiction

Disputes under the Lease are to be adjudicated exclusively by:

- (1) Queensland courts and tribunals of competent jurisdiction; and
- (2) the High Court of Australia (as the final court of appeal).

PART 2: RENT AND CHARGES

2.1 Payment of Rent

The Lessee must pay the rent in advance on the Commencement Date and each annual anniversary of the Commencement Date.

2.2 Rates and Charges

- (1) The Lessee will pay all charges for gas and electricity consumed upon the Premises.
- (2) The Lessor will pay all water charges relating to the Premises.

2.3 Costs of Litigation

- (1) This Clause 2.3 applies if, through no fault of its own, the Lessor is made a party to litigation:
 - (a) commenced by or against the Lessee (other than litigation between the Lessor and the Lessee); and
 - (b) arising directly or indirectly from the Lessee's occupancy of the Premises.
- (2) The Lessee must pay the Lessor upon demand:
 - (a) all legal fees and disbursements (assessed on a solicitor and own client basis) incurred by the Lessor in connection with the litigation save those recovered from another party to the litigation; and

¹² Section 105 specifies obligations to pay the agreed rent and keep the premises repaired, that apply unless the parties agree otherwise.

¹³ Section 107 specifies a number of lessor entitlements that will be implied into a lease unless the parties agree otherwise.

¹⁴ Section 109 specifies a number of provisions that can be implied into a lease by the inclusion of short form expressions in the document.

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- (b) costs reasonably incurred by the Lessor in seeking recovery of those costs from the other party or parties.
- (3) The Lessor is not obliged to take unreasonable steps to recover its costs from another party to the litigation.

2.4 Costs Generally

- (1) The Lessor must bear the Lessor's costs of preparation and negotiation of this Lease.
- (2) The Lessee must pay bear the Lessor's reasonable legal and other expenses of exercising or attempting to exercise an entitlement accruing to the Lessor upon a default by the Lessee under the Lease.

2.5 Payment of Money Generally

- (1) The Lessee must pay all money due to the Lessor under this Lease:
 - (a) without set-off or other deduction;
 - (b) upon demand (absent contrary express provision in the lease); and
 - (c) in the manner the Lessor directs.
- (2) Unless the Lessor directs otherwise, the Lessee must pay the money by delivering or posting it to the Lessor at the Lessor's Office.

PART 3: GOODS AND SERVICES TAX

3.1 Interpretation of Terms

Each of the following expressions bears the meaning the *GST Act* ascribes to it:

- (1) adjustment event;
- (2) adjustment note;
- (3) Commissioner;
- (4) consideration;
- (5) creditable acquisition;
- (6) GST;
- (7) GST group;
- (8) input tax credit;
- (9) recipient;
- (10) representative member;
- (11) supplier;
- (12) taxable supply;
- (13) tax invoice.

3.2 GST Grouping

Also in this Part 3, references to a supplier, a recipient, a payer, or a payee who is a member of a GST group include the representative member for that person's GST group.

3.3 Character of Payments

- (1) Non-monetary consideration for a taxable supply under this Lease is GST-inclusive.
- (2) However, unless the Lease states otherwise, monetary consideration for a taxable supply under the Lease is GST-exclusive.

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3.4 Responsibility for Payment

The recipient must:

- (1) bear the GST upon a taxable supply under the Lease;
- (2) pay the tax to the supplier with the consideration for the supply.

3.5 Input Credits Adjustment (Reimbursements)

- (1) If the Lease requires a recipient to reimburse a supplier the cost of a creditable acquisition, the cost is to be net of the input tax credit to which the supplier is entitled for the cost.
- (2) If the Lease requires the reimbursement of a percentage of the cost of a creditable acquisition, the percentage is to be net of an equivalent percentage of the input tax credit to which the supplier is entitled for the cost.
- (3) If the reimbursement of all or part of the cost of a creditable acquisition constitutes consideration for a taxable supply, the recipient must pay the supplier, in conjunction with the reimbursement payment, the GST referable to the supply.
- (4) If the Lease obliges a Party to indemnify the other Party against a Cost the other incurs or sustains, the Cost will be net of all input tax credits the payee is entitled to claim concerning that Cost.
- (3) For clarity, if the net Cost to be indemnified constitutes the consideration for a taxable supply, the payer must bear the GST for the taxable supply.

3.6 Adjustments

- (1) This Clause 3.6 applies if an adjustment event occurs concerning a taxable supply made under this Lease.
- (2) The consideration for the supply will be recalculated to reflect the adjustment event.
- (3) As the case requires:
 - (a) the recipient must pay the resultant GST shortfall to the supplier; or
 - (b) the supplier must refund the resultant GST overpayment to the recipient.

3.7 Tax Invoices and Adjustment Notes

- (1) The supplier need not give the recipient a tax invoice or adjustment note for a taxable supply under the Lease if the Commissioner has issued a written determination permitting the recipient to issue its own tax invoice or adjustment note for the supply.
- (2) Otherwise, however, the supplier must give the recipient, when it makes the taxable supply or in exchange for the consideration, a tax invoice for the supply.
- (3) The supplier also must give the recipient an adjustment note:
 - (c) in exchange for payment of a GST shortfall; or
 - (d) in conjunction with the payment of a GST refund.
- (4) If the consideration for a taxable supply is non-monetary, the tax invoice for the supply, and a relevant adjustment note, must state as the consideration the GST-inclusive market value of the supply.

3.8 Application of Part

This Part 3 only applies if the Lessee is registered, or required to be registered, for GST.

PART 4: USE OF PREMISES

4.1 Permitted Use

The Lessee must use the Premises:

- (1) only for the activities specified in the Reference Information as those for which it may use them;
- (2) in compliance with the relevant requirements of the Planning Scheme; and

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(3) in compliance with the conditions of any relevant Development Permit.

4.2 Overnight Sleeping/Residential Usage

In particular, the Lessee must not permit anybody:

- (1) to sleep overnight upon the Premises (on a temporary or permanent basis); or
- (2) otherwise to use the Premises for residential purposes, without Lessor permission.

4.3 Cessation of Use

The Lessee must not cease, wholly or substantially, to undertake the Permitted Use upon the Premises.

4.4 Standards for Conduct

- (1) The Lessee must conduct the Permitted Use upon the Premises in an orderly, responsible and reputable manner.
- (2) In particular, the Lessee must not do or permit, upon the Premises or any other area of the Land, anything that:
 - (a) might affect adversely, or reflect unfavourably upon, the business or reputation of the Lessor or the Premises;
 - (b) might confuse, mislead, or deceive the public or persons with whom the Lessee deals or might deal;
 - (c) is unlawful; or
 - (d) is annoying, noxious, or offensive to the Lessor, persons lawfully occupying or using the Land, or persons outside or beyond the Land.

4.5 Assumption of Risk by Lessee

- (1) The Lessee will occupy and use the Premises at its own risk, and the Lessor will not be liable for Harm to Lessee Property.
- (2) Further, the Lessor will not be liable for loss of profits resulting from that Harm.
- (3) Clause 4.5(1) does not exclude Lessor liability where the damage results from Lessor default or negligence.

4.6 Improper/Noxious Behaviour

- (1) The Lessee must ensure that nothing illegal, immoral, noxious or offensive is undertaken upon the Premises.
- (2) Without qualifying that obligation, the Lessee must ensure that nothing occurs upon the Premises that might cause, in the Lessor's opinion, nuisance, annoyance, or Cost to any person, particularly:
 - (a) the Lessor;
 - (b) a person lawfully upon or about the Premises;
 - (c) another person lawfully occupying or using the Land; or
 - (d) an owner or occupier of premises neighbouring the Land.

4.7 Intoxicating/Stupefying Substances

- (1) The Lessee must ensure that no liquor or other intoxicating or stupefying substance is Sold,¹⁵ or consumed upon the Premises.¹⁶
- (2) However, the Lessee may hold community and fundraising events. The Lessee may serve alcohol at community and fundraising events if the appropriate permit is obtained under the *Liquor Act*.

¹⁵ Refer to extended definition of Sell at Clause 1.2.

¹⁶ Refer also to Clause 4.8(2)

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4.8 Compliance with Statutory Requirements

- (1) The Lessee must discharge punctually the relevant requirements of all Acts that regulate occupation and use of the Premises and other areas of the Land that it uses.
- (2) In particular, the Lessee must use the Premises in compliance with all Acts governing:
 - (a) fire safety;
 - (b) health and hygiene;
 - (c) storage, supply, sale, and consumption of intoxicating or stupefying substances upon the Premises.
- (3) Further, the Lessee must not do anything¹⁷ that might render the Lessor liable to incur:
 - (a) a penalty prescribed by an Act; or
 - (b) a Cost generated by the necessity to discharge a requirement under an Act.

4.9 Environmental Management Register

- (1) The Lessee acknowledges that the Premises are listed on the Environmental Management Register.
- (2) The Lessee must comply with the terms of each Site Management Plan for the Premises, a copy of which appears in the Appendix.

4.10 Advertising Devices

- (1) No advertising sign, bill, placard, notice or poster is to be affixed, painted, exhibited or operated upon the Premises without Lessor permission.
- (2) When the Lease expires or otherwise terminates, the Lessee must remove all signs, bills, placards, notices and posters placed by the Lessee upon the Premises.

4.11 Use of Services

- (1) The Lessee must not use a Service, or permit its use, for a purpose other than one for which it is designed and constructed.
- (2) In particular, the Lessee must ensure that no sweepings, rubbish, rags, ashes, or other deleterious substances are placed in water or sewerage apparatus.
- (3) Except to the extent the Lease permits, the Lessee must not interfere with a Service without Lessor consent.

4.12 Light and Power

Intentionally deleted

4.13 Electrical Equipment

- (1) The Lessee must not install upon the Premises, without Lessor consent, equipment that overloads the electrical infrastructure or components serving the Premises.
- (2) If the Lessor grants consent, the Lessee must meet the cost of all alterations necessary to meet the requirements of:
 - (a) the insurers of the Premises; or
 - (b) relevant Acts.
- (3) If required by the Lessor, the Lessee must deposit with the Lessor the estimated cost of the alterations before they are commenced.

4.14 Heating Apparatus

- (1) The Lessee may only use apparatus that radiates heat in a manner or at a level that creates a risk of Harm by qualified personnel and where applicable Work Health and Safety Procedures are adopted.

¹⁷ The Lessee also must not omit to do something in this context. Refer to the definition of "act" in Clause 1.2.

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- (2) *Examples of apparatus to which Clause 4.14(1) applies are:*
- (a) blowtorches and other items that produce naked flame; and
 - (b) soldering and welding equipment.
- (3) *Examples of commonly-used apparatus to which Clause 4.14(1) does not apply are:*
- (a) computer hard drives and monitors, copiers, and similar information technology items;
 - (b) radios, televisions, and similar audio-visual devices;
 - (c) urns, jugs, and similar appliances for heating beverages;
 - (d) stoves and ovens properly connected to reticulated energy supplies;
 - (e) electric light globes.

4.15 Inflammable Substances

The Lessee must not use an inflammable substance within the Premises, or permit its use there, other than in the ordinary course of conducting the Permitted Use (including Maintenance requirements).

4.16 Preservation of Insurance Protection

- (1) Other than in the ordinary course of conducting the Permitted Use, the Lessee must not do or permit to occur upon the Premises anything that it knows, or ought reasonably to know, will or might:
- (a) render void or voidable a policy of Lessor insurance over the Premises, or over property kept there; or
 - (b) increase a premium payable upon the insurance.
- (2) Without prejudice to the Lessor's entitlement to terminate the Lease for breach of Clause 4.16(1), the Lessee must pay the Lessor upon demand an insurance premium increase occasioned by such a breach.

4.17 Security

The Lessee must ensure that the boundary gate is locked securely at all times when the Premises are not occupied.

4.18 Keys

The Lessee must give the Lessor, when requested, details of all persons possessing keys or other means of access to the Premises.

PART 5: CLEANING, HEALTH, MAINTENANCE AND REPAIR**5.1 Condition of Premises**

- (1) The Lessee must keep the Premises in sound, clean, and sanitary condition, free from the accumulation of refuse, waste and rubbish.
- (2) The Lessee must regularly mow any grass located on the Premises and trim any trees and shrubs.
- (3) The Lessor and the Lessee must jointly prepare and complete a report (Condition Report) for the Premises within 1 month of the Commencement Date, to establish the agreed condition of the Premises at the Commencement Date.

5.2 Maintenance

The Lessee must ensure proper Maintenance of the Premises to keep them in good repair and condition, with allowance for fair wear and tear.

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5.3 Notice of Damage, Defect or Danger

The Lessee must notify the Lessor promptly if it becomes aware, or is informed, of any of the following matters not disclosed in the Condition Report.

- (1) damage to the Premises (other than minor damage);
- (2) damage to, or the defective operation of, a Service;
- (3) an unsafe condition of the Premises or another part of the Land;
- (4) an unsafe condition upon an area adjacent the Land via which persons access the Land or the Premises;
- (5) a dangerous or potentially dangerous activity in which persons are engaging regularly or from time to time:
 - (a) upon the Premises or elsewhere upon the Land;
 - (b) upon an area adjacent the Land via which persons access the Land or the Premises.

PART 6: ALTERATIONS AND ADDITIONS**6.1 Alterations/Additions by Lessee**

- (1) The Lessee must not make improvements, alterations, or additions to the Premises, or allow them to be made, without the prior written consent of the Lessor.
- (2) The Lessor may impose conditions on the giving of any consent under this Clause.
- (3) The Lessor acknowledges that it is the Lessee's intention to improve the aesthetics of the Premises and to restore the Building.

PART 7: RESERVATIONS**7.1 Application of Part**

The entitlement to exclusive possession granted by the Lessor to the Lessee under this Lease is limited to the extent of the reservations contained in this Part 7.

7.2 Entry by Lessor

- (1) The Lessee must permit the Lessor's servants and agents to enter the Premises at all reasonable times, upon giving at least 7 days' notice, or any other period agreed by the Lessor and the Lessee:
 - (a) to examine their condition;
 - (b) to effect repairs and alterations that the Lessor deems necessary for their safety, preservation or improvement;
 - (c) to monitor or verify the use made of the Premises by the Lessee;
 - (d) to exercise any of the Lessor's entitlements under this Lease; and
 - (e) to discharge any of the Lessor's statutory duties relating to the Premises.
- (2) The Lessor is not obliged to compensate the Lessee, or any other person for inconvenience or Cost attributable to the exercise of an entitlement under Clause 7.2(1).

PART 8: LESSOR BENEFIT COVENANTS**8.1 Intrusion of Harmful Commodities**

The Lessee releases the Lessor from liability for any Cost sustained or incurred by the Lessee through sewage, gas, electric current or any other fluid, substance or force entering or otherwise affecting the Premises.

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8.2 Indemnity by Lessee

- (1) The Lessee indemnifies the Lessor against every Cost the Lessor incurs, or for which it is held responsible, resulting directly or indirectly from:
 - (a) Harm attributable in any way to the Lessee's presence upon the Premises, its use of the Premises, and its power of control over the Premises;
 - (b) Harm attributable to alterations made to the Premises or the Land, irrespective of Lessor consent;
 - (c) negligent or improper use of a Service by the Lessee;
 - (d) non-timely discharge of a Lessee obligation under the Lease;
 - (e) Harm attributable in any way to sewage, gas, electric current or any other fluid, substance or force entering or otherwise affecting the Premises, or escaping from them;
 - (f) Lessee failure to notify the Lessor of a defect in a Service where the Lessee is, or ought reasonably to be, aware of the defect; and
 - (g) (without limiting the effect of Clause 8.2(1)(a)) the act of any member, servant, agent, licensee or invitee of the Lessee.
- (2) Where it allows a person to use the Premises (whether by hire arrangement or otherwise), the Lessee must ensure that the person covenants to indemnify the Lessor upon the same terms as the indemnity obligations imposed on the Lessee under this Lease.

8.3 Condition Precedent to Lessor Liability

Irrespective of any rule of law, and anything in the Lease, to the contrary, the Lessor will not be liable to the Lessee for Cost resulting from Lessor negligence, or from Lessor default under the Lease, unless:

- (1) the Lessee gives the Lessor written notice of that negligence or default; and
- (2) without reasonable cause, the Lessor subsequently fails to take appropriate remedial action within a reasonable time.

8.4 Return of Possession

- (1) Upon termination of the Lease, the Lessee must return possession of the Premises to the Lessor.
- (2) The Lessee must ensure (generally) that the Premises as returned are in a clean and tidy condition.
- (3) In particular, the Lessee must ensure that:
 - (a) signs, placards, posters and other adornments installed by the Lessee are removed from the Premises and the Land; and
 - (b) walls or other surfaces from which those items are removed are reinstated to a condition consistent with the requirements of Clause 8.4(2).

PART 9: LESSEE INSURANCE

9.1 Types of Insurance

The Lessee must maintain a Public Risk Policy.

9.2 Insured Parties (Risk)

- (1) The Public Risk Policy must:
 - (a) insure the Lessor and the Lessee severally;
 - (b) cover the rights and interests, and the liabilities to third persons, of the Lessor, the Lessee, and each of their employees, agents, and other service providers, concerning occurrences upon the Premises.

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- (2) The Public Risk Policy also must cover the Lessor and the Lessee for liability to one another for Cost born of Harm other than: to persons the Lessee is obliged to insure under the *Workers Compensation Act*.

9.3 Indemnity Levels

- (1) The Public Risk Policy must provide indemnity, per individual occurrence, for not less than the amount specified in the Reference Information.
- (2) The Lessor may require from time to time, but not more frequently than once every 3 years, that the Lessee increase the level of its cover under the Public Risk Policy to the sum nominated in a notice to the Lessee.
- (3) In determining the extent of an increase in the level of indemnity under the Public Risk Policy, the Lessor must act reasonably and by reference to demonstrable changes in the real value of damages awards.
- (4) Upon service of a notice under Clause 9.3(2), the sum specified in this Lease will be varied to the sum specified in the notice.
- (5) The Lessor may not give a notice under Clause 9.3(2) earlier than the third anniversary of the Commencement Date.

9.4 General Obligations Concerning Policies

- (1) The Public Risk Policy:
 - (a) must issue from a Registered Insurer the Lessor has approved;
 - (b) must contain no exclusions, endorsements or alterations the Lessor disapproves;
 - (c) generally, must contain provisions acceptable to, or required by, the Lessor; and
 - (d) must remain current at all times while the Lessee occupies the Premises.
- (2) A Registered Insurer is an entity registered under the *Insurance Act* for conduct of the relevant insurance business.
- (3) The Lessor must not require unreasonably the inclusion, retention, modification or exclusion of a policy provision.
- (4) The Lessor must not delay or withhold unreasonably an approval for this Clause 9.4.

9.5 Specific Contents (Risk Policy)

The Public Risk Policy:

- (1) must contain a Cross-liability Provision, a Subrogation Waiver, and a Non-imputation Provision;¹⁸ and
- (2) must provide indemnity upon claims made after the policy has expired if the events precipitating the claims occur while the policy is current.¹⁹

9.6 Proof of Insurance

- (1) The Lessee must give the Lessor upon request, for each of the insurance policies it is required to maintain under Clause 9.1:
 - (a) a copy of the policy document; and
 - (b) a certificate of currency.
- (2) The Lessor may make a request under Clause 9.6(1) only once annually unless it possesses reasonable grounds to believe that a relevant policy has been vitiated or terminated.

9.7 Payment of Premiums

The Lessee must pay promptly all premiums, duty, GST, and other money that must be paid to obtain and maintain insurance required under Clause 9.1.

¹⁸ Refer to the definitions of those terms at Clause 1.2.

¹⁹ This is otherwise known as occurrence coverage.

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9.8 Deductibles

If an insurance policy obtained under Clause 9.1 requires the Lessor to pay a claims excess, the Lessee will indemnify the Lessor against every Cost the Lessor incurs because of the excess.

9.9 Failure to Insure

If the Lessee fails to discharge an obligation under Clauses 9.1 to 9.7:

- (1) the Lessor may obtain or maintain the required insurance, at its option and at the Lessee's cost; and
- (2) the Lessee must reimburse the Lessor, upon demand, whatever Cost the Lessor incurs in exercising that entitlement.

9.10 Settlement of Claims

- (1) The Lessee must not pursue a claim under an insurance policy it is obliged to maintain if:
 - (a) the policy concerns the Premises; and
 - (b) the Lessor elects, by notice to the Lessee, to pursue the claim on the Lessee's behalf.
- (2) If it elects to pursue the claim to the exclusion of the Lessee, the Lessor must:
 - (a) pursue the claim diligently; and
 - (b) make a reasonable effort to ensure the Lessee receives from the insurer no less than its entitlement under the policy.

9.11 Building Insurance

The Lessor must insure the Building situated on the Premises against damage for all usual risks.

PART 10: DEALINGS WITH LEASE AND PREMISES

10.1 Assignments and Other Dealings

- (1) While it is in default under this Lease, particularly default in the payment of money due, the Lessee is not entitled:
 - (a) to transfer an interest in the Lease; or to encumber its interest; or
 - (b) to request Lessor consent to a transfer or an encumbrance.
- (2) While not in default, the Lessee may transfer an interest in the Lease, or may encumber its interest, only if the Lessor consents to the dealing.
- (3) Irrespective of whether it is in default, the Lessee is not entitled to transfer an interest in the Lease to a person proposing to conduct upon the Premises an activity other than the Permitted Use.
- (4) The Lessee must not:
 - (a) sub-let the Premises;
 - (b) license another person to use the Premises, or to take or share possession of them.²⁰

10.2 Usage in Ordinary Course

The Lessee does not breach Clause 10.1 merely through permitting persons to enter the Premises in the ordinary course of visiting it and conducting with it day-to-day transactions consistent with the Permitted Use.

10.3 Pre-requisites for Lessor Consent to Dealing

The Lessor is not obliged to consent to a Lessee dealing with the Lease or the Premises if the Lessee fails to comply with this Part 10.

²⁰ Refer to Clause 1.10(1).

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10.4 Notice of Proposed Dealing

- (1) The Lessee must apply for Lessor consent to the proposed dealing not later than 30 days before the due date for completion of the dealing.
- (2) The application must include:
 - (a) copies of all relevant contract documents;
 - (b) full details of the other party or parties to the proposed dealing (if these are not contained in the contract documents);
 - (c) (for a proposed transfer of lease) a current statement of each proposed transferee's assets and liabilities; and
 - (d) all other relevant information the Lessor reasonably requests.

10.5 Suitability of Proposed Transferee/Sub-lessee/Licensee

The Lessee must demonstrate to the satisfaction of the Lessor (acting reasonably) that a proposed transferee, sub-lessee, or licensee is:

- (1) respectable, responsible, and of adequate financial substance;
- (2) capable of discharging the Lessee obligations under this Lease;
- (3) capable of competently conducting upon the Premises the Permitted Use and any other business or activity the Lessor approves; and
- (4) not likely (or certain), through its occupation or use of the Premises, to cause:
 - (a) a security risk to the Premises or the Land;
 - (b) a loss of amenity within the Premises or the Land; or
 - (c) a diminution in value of the Premises or the Land, greater than that (if any) caused by the Lessee's occupation.

10.6 Formal Consent to Proposed Dealing

- (1) Before completing a proposed transfer, sub-lease, or other dealing the subject of this Part 10, the Lessee must execute, and ensure that the proposed transferee, sub-lessee, licensee, or other party executes, a consent agreement in favour of the Lessor, in the form the Lessor reasonably requires.
- (2) The consent agreement must contain:
 - (a) a transferee covenant to discharge the Lessee obligations under the Lease, whether running with the Land or not;
 - (b) a sub-lessee or licensee covenant not to cause or contribute to a breach of the Lease;
 - (c) a sub-lessee or licensee covenant to discharge its obligations under the sub-lease or licence; and
 - (d) a grant of the transferee's, sub-lessee's, or licensee's power of attorney in favour of the Lessor, in similar terms to those of the Lessee's power of attorney in the Lease.

10.7 Mortgage of Lease

The Lessor may withhold consent to encumbrance of the Lessee's interest in the Lease until the grantee executes a consent agreement, in the form the Lessor requires, specifying the conditions upon which the grantee may:

- (1) deal with the Lessee's interest in the Lease; and
- (2) enter and use the Premises to enforce its security.

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10.8 Excepted Finance Dealings

- (1) If its interest in the Lease is not to be included in the secured property, the Lessee need not obtain Lessor consent where it wishes, in good faith, to secure financial accommodation in the normal course of its business via:
 - (a) a charge over its undertaking or assets; or
 - (b) the encumbrance of its property upon the Premises.
- (2) The Lessee also need not obtain Lessor consent where it wishes, in good faith, to secure financial accommodation in the normal course of its business via:
 - (a) a hire purchase agreement for goods to be used at the Premises; or
 - (b) a chattel leasing agreement for goods to be used at the Premises.
- (3) However, neither of Clauses 10.8(1) and 10.8(2) constitutes Lessor consent to:
 - (a) the security or dealing;
 - (b) the hire purchase or chattel leasing agreement; or
 - (c) the financier entering the Land or the Premises to enforce the security or the agreement.
- (4) Irrespective of the terms of the security, agreement, or dealing: absent Lessor consent, the financier will acquire no entitlement:
 - (a) to enter the Land or the Premises; or
 - (b) to deal with this Lease, the Premises, or the Lessee's interest in the Premises, other than in compliance with the relevant provisions of this Part 10 (as if it were the Lessee).
- (5) The Lessee must bring this Clause 10.8 clearly to the attention of:
 - (a) the grantee of the security; and
 - (b) the other party to the hire purchase or chattel lease agreement.

10.9 Benefit of Covenants

If the Lessor transfers its title to the Land or grants a concurrent lease over the Premises, the transferee or the concurrent lessor will be entitled to the benefit of all Lessee covenants under the Lease.

10.10 Consent Agreements

The Lessor's solicitors will prepare all agreements to be executed pursuant to this Part 10.

10.11 Lessor Costs and Expenses

The Lessee must bear, and must pay to the Lessor upon demand (irrespective of whether the relevant dealing is completed), the legal costs and other expenses the Lessor incurs:

- (1) investigating any transfer-of-lease, sub-lease, licence, security, or finance transaction;
- (2) drawing, settling, executing, and stamping any document mentioned in Clause 10.10; and
- (3) doing anything else, necessary or requested, to facilitate Registration of the relevant dealing.

10.12 Release on Assignment

- (1) Upon completion of an assignment of the Lease in accordance with this Part 10, the assignor is released from the performance of all Lessee obligations under this Lease arising after the date of the assignment.
- (2) The assignor is liable to perform all Lessee obligations under this Lease relating to the period prior to the date of the assignment.

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PART 11: LESSOR COVENANT

11.1 Quiet Enjoyment

- (1) While it discharges promptly its obligations under the Lease, the Lessee may occupy and use the Premises without interruption from the Lessor.
- (2) Clause 11.1(1) does not apply to interruption specifically permitted under the Lease.

PART 12: DAMAGE AND DESTRUCTION

12.1 Termination for Damage/Destruction

- (1) If destruction of or damage to the Premises renders the Premises totally unusable and the Lessor does not propose to rebuild or repair the Premises, the Lessor may terminate the Lease by notice to the Lessee.
- (2) The Lessee may obtain a report from an independent party regarding the viability or otherwise of rebuilding or repairing the Premises and, if it does so, must provide a copy to the Lessor.

PART 13: DEFAULT BY LESSEE

13.1 Events of Default

- (1) The Lessee will be in default under this Lease if:
 - (a) it fails to discharge an obligation the Lease imposes upon it;
 - (b) it fails to discharge an obligation to the Lessor in an agreement for consent to a sub-lease or licence, or the transfer of an interest in the Lease;
 - (c) it fails to discharge an obligation to the Lessor in an agreement for consent to the grant of a mortgage over the Lease;
 - (d) it commits an Act of Insolvency; or
 - (e) it does not conduct any activities on the Premises for 12 consecutive months;

13.2 Remedies upon Default

- (1) If the Lessee defaults under the Lease by failing to pay money, or to discharge an obligation, to a person other than the Lessor, the Lessor may:
 - (a) pay the money or discharge the obligation as the agent of the Lessee; and
 - (b) recover from the Lessee as a liquidated debt²¹ all of the money it expends in doing so.
- (2) Subject to *Property Law Act* section 124,²² if the Lessee is in default under the Lease, the Lessor also may:
 - (a) terminate the Lease by retaking possession of the Premises at any time, with or without notice; or
 - (b) otherwise terminate the Lease,
 without prejudicing the entitlements that have accrued to it for any earlier default by the Lessee.

²¹ When the amount of a debt is certain, or can be ascertained by objective means (e.g. by the application of a formula or scale), the debt is a liquidated debt. In contrast, a non-liquidated debt is one that cannot be calculated until evidence is obtained and considered (e.g. evidence of what damage has been sustained and how much it will cost to repair).

²² Section 124 prevents a lessor from terminating a lease for the lessee's breach unless and until the Lessee fails, within a reasonable time after being served with it, to comply with a written notice from the lessor (in a prescribed form) specifying the breach, requiring the lessee to remedy the breach (if it is capable of remedy), and requiring the lessee to pay compensation for the breach (if the lessor claims monetary compensation).

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13.3 Entry by Lessor without Forfeiture

- (1) If the Lessee vacates the Premises during the Term (whether or not it ceases to make rent and other payments), neither:
 - (a) its acceptance of keys; nor
 - (b) its entry upon the Premises to inspect, clean, repair, or alter them, or to show them to prospective occupiers; nor
 - (c) its advertisement of the premises for tenancy,
 will constitute Lessor re-entry or a waiver of Lessor entitlement to recover all rent and other money owing by the Lessee:
- (2) In those circumstances, the Lease will continue, fully binding and effective, until the earlier of:
 - (a) the time a new tenant or licensee takes occupation of the Premises; and
 - (b) the time the Lease expires;
- (3) Entry by the Lessor before that time will be deemed entry with the Lessee's permission.
- (4) Clauses 13.3(1) and 13.3(2) will not apply where the Lessor gives the Lessee notice:
 - (a) accepting repudiation of the Lease; or
 - (b) confirming forfeiture of the Lease and re-entry into possession of the Premises.
- (5) Clauses 13.3(1) and 13.3(2) also will not apply where the Lessor:
 - (a) changes the locks to the Premises, or otherwise prevents the Lessee reassuming possession; or
 - (b) executes the acceptance provision in a formal surrender of the Lease, and delivers the executed instrument to the Lessee.

13.4 Removal of Equipment

- (1) Upon lawfully re-entering the Premises for Lessee default, the Lessor may:
 - (a) remove Lessee Property from the Premises; and
 - (b) store that property at Lessee cost.
- (2) In exercising that entitlement, the Lessor will not be liable to the Lessee for:
 - (a) conversion or unlawful distress; or
 - (b) Cost occasioned by the removal or storage.
- (3) The Lessee must reimburse the Lessor upon demand expenses the Lessor reasonably incurs in removing and storing Lessee Property under Clause 13.4(1).

13.5 Essential Terms

Each of the following covenants by the Lessee is an essential term of this Lease:

- (1) the covenants to pay at the times and in the manner specified:
 - (a) the annual rent (Clause 2.1); and
 - (b) the GST payable in conjunction with a payment under the Lease (Clause 3.4);
- (2) the covenants to use and administer the Premises in the required manner and in compliance with relevant Acts (Clauses 4.1 to 4.3, 4.8 and 4.9);
- (3) the covenant concerning the sale or consumption of intoxicating or stupefying substances upon the Premises (Clauses 4.7);
- (4) the covenant to keep the Premises clean (Clauses 5.1 and 5.2);
- (5) the covenants to insure (Clauses 9.1 to 9.8);

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- (6) the (Part 10) covenants concerning:
- (a) transfer of an interest in this Lease;
 - (b) licensing another person to use the Premises, or to take or share possession of them;
 - (c) sub-letting the Premises; and
 - (d) encumbrance of its interest in the Lease.

PART 14 DISPUTES**14.1 Procedure**

- (1) This Part 14:
- (a) details the procedure that must be followed in the event of a dispute under the Lease; but
 - (b) does not prevent either Party from seeking urgent equitable relief from a Court of competent jurisdiction.
- (2) The *Commercial Arbitration Act 2013* does not apply to a dispute under or in relation to this Lease.

14.2 Discussion by Representatives

If a dispute arises, the Lessor's Representative and the Lessee's Representative must meet as soon as is practical to and attempt to resolve the dispute.

14.3 Reference to Expert

- (1) If the dispute has not been resolved within 2 days after the Lessor's Representative and the Lessee's Representative meet (or within such longer period as the Parties may agree through their discussions), either Party may refer the dispute for resolution by an independent person acting as an expert, not as an arbitrator.
- (2) The Expert must be:
- (a) qualified to determine the dispute; and
 - (b) appointed by agreement or, failing agreement within 7 days after expiry of the period the subject of Clause 14.3(1), by the President for the time being of the Queensland Law Society.
- (3) The parties must pay the Expert's costs in equal proportions.

14.4 Submissions to Expert

- (1) The Party referring the matter to the Expert must deliver a written submission to the Expert:
- (a) detailing the nature of the dispute; and
 - (b) including any material it considers relevant to support the submission.
- (2) A copy of the submission, including the supporting material, must be delivered to the other Party within 24 hours after the submission is delivered to the Expert.
- (3) Within 7 days after it receives the copy submission, the other Party must deliver to the Expert a written response to the referring Party's submission.

14.5 Further Information

- (1) The Expert may require further information from either Party before making a decision, and may request a meeting with either or both Parties for this purpose.
- (2) The additional information must be supplied within the period limited by the Expert.

14.6 Expert's Decision

The Expert must deliver a written decision upon the dispute, addressed to both Parties, within 14 days after receiving:

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- (1) the response submission pursuant to Clause 14.4(3); or
- (2) (if additional information is requested under Clause 14.5) the additional information.

14.7 Effect of Decision

The Expert's decision will be final and binding on the Parties unless:

- (1) it contains a manifest error; or
- (2) a Party commences litigation within 30 days after receiving the written decision.

14.8 No Disruption

The Parties must continue to discharge their obligations under this Lease during a dispute.

PART 15: NOTICES

15.1 Notices (General)

- (1) This Clause 15.1 governs notices under this Lease unless a provision of the Lease specifically provides otherwise.
- (2) A notice must be in writing.
- (3) The Chief Executive Officer may sign a notice to be given by the Lessor.
- (4) A notice given by the Lessee may signed by:
 - (a) the Lessee; or
 - (b) one or more of its Officers.

15.2 Service of Notices

A Party may give a notice by:

- (1) delivering it to the intended recipient's Address for Notices; or
- (2) posting it to the intended recipient at its Address for Notices; or
- (3) transmitting it by facsimile to the intended recipient at its Address for Notices; or
- (4) transmitting it by email to the intended recipient at its Address for Notices.

15.3 Receipt of Notices

- (1) A notice that is delivered or posted will be deemed received:
 - (a) if delivered, at the moment of delivery;
 - (b) if posted to an address in Australia, 2 Business Days after posting; or
 - (c) if posted to an address outside Australia, 5 Business Days after posting.
- (2) A notice sent by facsimile transmission will be deemed received at the time of receipt specified in a Confirmation Report, if the report discloses that the transmission was received at or before 5.00pm.
- (3) If the Confirmation Report discloses that the transmission was received after 5.00pm, the notice will be deemed received at 8.30am on the Business Day following the date of receipt disclosed in the report.
- (4) A Confirmation Report is, for a facsimile transmission, a transmission confirmation report produced by the sender's facsimile machine:
 - (a) containing the identification code of the intended recipient's facsimile machine; and
 - (b) indicating that the transmission was received without error.
- (5) A notice sent by email is deemed received when it is capable of being retrieved by the addressee at its Address for Notices, in accordance with the *Electronic Transactions (Queensland) Act 2001*.

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PART 16: MISCELLANEOUS**16.1 Applications to Lessor**

An application or request for Lessor consent, approval, or permission must be submitted in writing to the Lessor.

16.2 Waiver/Abandonment of Entitlement

- (1) The mere fact that a person does not exercise an entitlement under or concerning this Lease when the entitlement accrues:
 - (a) does not deprive it of the entitlement; and
 - (b) does not deprive it of similar entitlements that accrue at other times.²³
- (2) The mere fact that a person grants an indulgence under or concerning the Lease on a given occasion does not entitle the recipient to the same or a similar indulgence on another occasion.
- (3) The mere fact that a person grants an indulgence under or concerning the Lease in a given circumstance does not entitle the recipient to the same or a similar indulgence in a similar circumstance.

16.3 Completion of Documents

The Lessee irrevocably authorizes the Lessor and its solicitor, collectively and individually, to complete the Lease and every ancillary document by:

- (1) inserting a necessary word and figure;
- (2) initialling, executing, or correcting the Lease or document (if necessary),

but to the extent only that doing so will not alter the substance of the parties agreement.

[Appendix]

²³ Refer also to Clause 1.13(4).

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APPENDIX

[Search]



Department of Environment and Heritage Protection (EHP)
ABN 46 640 294 485
400 George St Brisbane, Queensland 4000
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.ehp.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack Pty Ltd
PO Box 10314
Adelaide Street Brisbane QLD 4000

Transaction ID: 50220351 EMR Site Id: 93689 10 November 2015
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 2 Plan: R8688

EMR RESULT

The above site IS included on the Environmental Management Register.

Lot: 2 Plan: R8688
Address: 18 - 20 STATION STREET
ROMA4455

The site has been subject to the following Notifiable Activity or Hazardous Contaminant.
HAZARDOUS CONTAMINANT - This site has been subject to a hazardous contaminant. Refer to the summary given below.
Pb 3030 ppmC15 - C36 26900 ppm

A site management plan has been prepared for this site and is included with this search response as Annexure 1. It has been determined that this site is suitable for the following uses, providing the site is used and managed according to the site management plan:

The future use of the site is restricted to commercial/industrial as contamination is still present.

Following the date of effect of the site management plan, subsequent uses of the site for notifiable activities or for situations where a hazardous contaminant is released into the soil may result in the need to review suitable uses or amend the attached site management plan.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

If you have any queries in relation to this search please phone 13QGOV (13 74 68)

Administering Authority

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Department of Environment and Heritage Protection (EHP)
ABN 46 640 294 483
400 George St Brisbane, Queensland 4000
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.ehp.qld.gov.au

ANNEXURE 1 - SITE MANAGEMENT PLAN

LOT : 2 PLAN : R8688 FILE REF : BNE45477 PRINTED: 10/11/2015

DATE OF EFFECT :
SITE MANAGEMENT PLAN

RPD LOT 2 on R8688

DERM FILE REF:

1.0 SUMMARY OF CONTAMINATION

The site (Lot 2 on R8688) is located at 18 Station St, Roma and is owned by Maranoa Regional Council. The site was a former council works depot. An adjoining allotment (Lot 1 on R8650) to the west also forms part of the old council depot. Maranoa Regional Council is considering several redevelopment options for the site.

The site has historically been used as a council works depot from 1960, before this it was operated as a dairy. Current site infrastructure includes a washdown bay, a bunded area for a historical AST (removed) and a waste oil sump that adjoins the workshop (workshop located in the western lot. Historically, the storage of diesel fuel in an Above ground Storage Tank and bitumen occurred on the site. The bowser lines from the diesel tank are still present. The lot is listed on the Environment Management Register (EMR).

Stage 1 investigation work has identified metal and hydrocarbon contamination above BIL levels on the site, with lead the only metal to exceed the HIL A level. Refer to Figure 1 for the Stage 1 investigation sampling results.

Maximum heavy metal concentrations identified on-site are as follows:

Maximum Heavy Metal in Soil Concentrations

Analyte	Concentration
Chromium	222 mg/kg
Copper	280 mg/kg
Lead	383 mg/kg
Nickel	175 mg/kg
Zinc	1,770 mg/kg

Total Petroleum Hydrocarbons (TPH) have also been identified on-site at the following maximum concentrations:

Maximum TPH in Soil Concentrations

Analyte	Concentration
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Total BTEX	32 mg/kg
TPH C6-C9	190 mg/kg
TPH C10-C14	1,310 mg/kg
TPH C15-C28	1,080 mg/kg
TPH C29-C36	2,010 mg/kg
TPH	4,590 mg/kg

2.0 OBJECTIVES OF THE SMP

The purpose of this Site Management Plan (SMP) is to manage the existing contamination on the site, in a manner that protects human health and the environment.

3.0 ACHIEVEMENT AND MAINTENANCE OF OBJECTIVES**3.1 Responsibility**

The owner of the land (as defined under the Environmental Protection Act 1994) is to ensure that this SMP and any variations to the plan approved or required by the Administering Authority are complied with. The obligations and conditions set out in this SMP bind the owner, from time to time, of the land.

3.2 Provision of SMP to Appropriate Persons

The owner of the site must provide all persons involved in building design and planning and all contractors and lessees conducting building and / or excavation works with a copy of the SMP prior to the commencement of site works. All persons occupying or working on the site must comply with the requirements of the SMP.

3.3 Site Use

Currently the site is unoccupied with original structures relating to the works depot remaining. Bowser lines are the only infrastructure still present from the storage of fuel. The future use of the site is restricted to commercial/industrial as contamination is still present; the site will remain on the EMR. Any planned development actions must acknowledge and abide by this SMP and any material change of use for the site will require DERM approval prior to any works undertaken.

3.4 Surface capping and Protective Barriers

The majority of the site is capped with asphalt hardstand or concrete bays. Where contamination has been identified the surface must have a capping layer installed, consisting of a 0.5m layer of compacted clay or equivalent impermeable material such as asphalt. In particular; the area to the north of the bunded area (former diesel AST) and the south-east corner of the site as identified in Figure 1 attached to this SMP must have a capping layer applied and maintained in sound condition at all times. If the capping layer is disturbed for any reason, it must be reinstated immediately.

3.5 Service Trenches

All underground services must be constructed in either uncontaminated soil or in trenches in which the services are surrounded by at least 0.3m of uncontaminated fill for minor services (<100mm in diameter), and 0.5m of uncontaminated fill for services greater than 100mm in diameter.

3.6 Site Remediation

Any future works to either remove the site from the EMR or permit a material change of use will require remediation work to be carried out on site. Contaminated soil will be excavated and treated on site in accordance with a DERM approved RAP (not drafted at this time). Construction and demolition waste arising from the sites redevelopment may be visually assessed and removed off-site for recycling or disposal. Any asbestos waste must be carefully handled with appropriate personal protective equipment (as per the directives outlined in the site Workplace Health and Safety Plan, refer to Section 3.9 below) and disposed of to a licensed waste disposal facility. Care must be taken that any removed materials, such as concrete slabs, should have minimal soil adhering to them. The final disposal of any

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contaminated material from within the site will be performed in accordance with the prepared RAP.

Representative sampling of soil or water from site excavations must be undertaken by a suitably qualified and experienced person in accordance with Section 381 of the Environmental Protection Act 1994 (EP Act). Analysis of soil samples must be undertaken by suitably accredited laboratory. Contaminated soil must not be removed off-site without a disposal permit in accordance with Section 424 of the EP Act.

3.7 Unexpected Contamination

If during any site earthworks or excavation, offensive or noxious odours and/or evidence of gross contamination or below ground infrastructure not previously detected is observed, the site works are to cease in that area and action taken to immediately abate any potential environmental harm. The administering authority is to be notified in writing within two (2) business days of detection and advised of appropriate remedial action.

Any remedial action is to be developed by an appropriately qualified and experienced person in accordance with Section 381 of the EP Act.

Administering authority approval is required before site works can recommence in such areas.

3.8 General Environmental Protection

All earthworks are to be undertaken in accordance with general environmental protection measures to avoid unwanted migration and deposition of soil. These measures include the control of dust, noise, stormwater runoff, sediment, erosion, spillage from haulage trucks and odour releases involving the handling or movement of contaminated material. Contaminated soil which is excavated and temporarily stored on site must be managed such that environmental harm is prevented.

All excavation of contaminated soil is to be documented and records kept which demonstrate SMP compliance.

4.0 MONITORING AND REPORTING

Records are to be kept of all inspections, monitoring, any soil excavation in contaminated areas, disposal permits and site management plan compliance for review by the administering authority from time to time.

This Site Management Plan (SMP) has been developed to manage site contamination risks present at the issue date. Subsequent uses of the site may result in the need to review the plan.

This SMP makes reference to a Figure, which is available from the Administering Authority if required.

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Department of Environment and Heritage Protection (DEHP)
ABN 46 640 294 485
400 George St Brisbane, Queensland 4000
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.dehp.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack Pty Ltd
PO Box 10314
Adelaide Street Brisbane QLD 4000

Transaction ID: 50220350 EMR Site Id: 8511 10 November 2015
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 1 Plan: R8650

EMR RESULT

The above site IS included on the Environmental Management Register.

Lot: 1 Plan: R8650
Address: 18-20 STATION STREET
ROMA QLD 4455

The site has been subject to the following Notifiable Activity or Hazardous Contaminant.
SERVICE STATIONS - operating a commercial service station.

A site management plan has been prepared for this site and is included with this search response as Annexure 1. It has been determined that this site is suitable for the following uses, providing the site is used and managed according to the site management plan:

The future use of the site is restricted to commercial/industrial as contamination is still present.

Following the date of effect of the site management plan, subsequent uses of the site for notifiable activities or for situations where a hazardous contaminant is released into the soil may result in the need to review suitable uses or amend the attached site management plan.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

If you have any queries in relation to this search please phone 13QGOV (13 74 68)

Administering Authority

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Department of Environment and Heritage Protection (DEHP)
ABN 46 640 294 483
400 George St Brisbane, Queensland 4000
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.dep.qld.gov.au

ANNEXURE 1 - SITE MANAGEMENT PLAN

LOT : 1 PLAN : R8650 FILE REF : BNE45477 PRINTED: 10/11/2015

DATE OF EFFECT :
SITE MANAGEMENT PLAN

RPD LOT 1 on R8650

DERM FILE REF: BNE45477

1.0 SUMMARY OF CONTAMINATION

The site (Lot 1 on R8650) is located at 18 Station St, Roma and is owned by Maranoa Regional Council. The site was a former council works depot. An adjoining allotment (Lot 2 on R8688) to the east also forms part of the old council depot. Maranoa Regional Council is considering several redevelopment options for the site.

The site has historically been used as a council works depot from 1960, before this it was operated as a dairy. Current site infrastructure includes several sheds, a condemned house (due to asbestos material) and the original dairy building. The structures on the site have remained relatively unchanged since 1956. Historically, the storage of fuel (diesel and leaded petrol) occurred on the site. The bowsters, USTs and ASTs have been removed from Lot 1. The lot is listed on the Environment Management Register (EMR) for -SERVICE STATIONS - operating a commercial service station- however there was no indication from site investigations that the site had been used as a commercial service station, instead it is thought to have been only used for fueling the Council's vehicle fleet.

Stage 1 investigation work has identified metal and hydrocarbon contamination above EIL levels within the workshop and along a former diesel bowser line. Lead was the only metal to exceed the HIL level on the lot. The lead contaminated soil was removed from the site under a DERM disposal permit following stabilisation treatment. Some concentrations of metals above EIL levels were identified on the western half of the lot. Refer to for the Stage 1 investigation sampling results.

Maximum heavy metal concentrations identified on-site are as follows:

Maximum Heavy Metal in Soil Concentrations

Analyte	Concentration
Copper	67 mg/kg
Zinc	680 mg/kg

Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) and Total Petroleum Hydrocarbons (TPH) have also been identified on-site at the following maximum concentrations:

Maximum BTEX and TPH in Soil Concentrations

Analyte	Concentration
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Total BTEX	7.9 mg/kg
TPH C10-C14	4,920 mg/kg
TPH C15-C28	12,400 mg/kg
Total TPH	16,853 mg/kg

Building structures containing asbestos are also present on site.

2.0 OBJECTIVES OF THE SMP

The purpose of this SMP is to manage the existing contamination on the site, in a manner that protects human health and the environment.

3.0 ACHIEVEMENT AND MAINTENANCE OF OBJECTIVES

3.1 Responsibility

The owner of the land (as defined under the Protection Act 199) is to ensure that this SMP and any variations to the plan approved or required by the Administering Authority are complied with. The obligations and conditions set out in this SMP bind the owner, from time to time, of the land.

3.2 Provision of SMP to Appropriate Persons

The owner of the site must provide all persons involved in building design and planning and all contractors and lessees conducting building and / or excavation works with a copy of the SMP prior to the commencement of site works. All persons occupying or working on the site must comply with the requirements of the SMP.

3.3 Site Use

Currently the site is unoccupied and all original building structures relating the dairy and works depot remain. Bowser lines are the only infrastructure still present from the storage of fuel. The future use of the site is restricted to commercial/industrial as contamination is still present; the site will remain on the EMR. Any planned development actions must acknowledge and abide by this SMP and any material change of use for the site will require DERM approval prior to any works undertaken.

3.4 Surface capping and Protective Barriers

The majority of the site is capped with asphalt hardstand. Where contamination has been identified the surface must have a capping layer installed, consisting of a 0.5m layer of compacted clay or equivalent impermeable material such as asphalt. In particular; the area to the east of the cement storage shed and the area of the former diesel bowser to the east of the house as identified in Figure 1 attached to this SMP must have a capping layer applied and maintained in sound condition at all times. If the capping layer is disturbed for any reason, it must be reinstated immediately.

3.5 Service Trenches

All underground services must be constructed in either uncontaminated soil or in trenches in which the services are surrounded by at least 0.3m of uncontaminated fill for minor services (<100mm in diameter), and 0.5m of uncontaminated fill for services greater than 100mm in diameter.

3.6 Site Remediation

Any future works to either remove the site from the EMR or permit a material change of use will require remediation work to be carried out on site. Contaminated soil will be required to be excavated and treated on site in accordance with a DERM approved RAP (not drafted at this time). Construction and demolition waste arising from the sites redevelopment may be visually assessed and removed off-site for recycling or disposal. Asbestos waste must be carefully handled with appropriate personal protective equipment (as per the directives outlined in the site Workplace Health and Safety Plan, refer to Section 3.9 below) and disposed of to a licensed waste disposal facility. Care must be taken that any removed materials, such as concrete slabs, should have minimal soil adhering to them. The final disposal of any

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contaminated material from within the site will be performed in accordance with the prepared RAP.

Representative sampling of soil or water from site excavations must be undertaken by a suitably qualified and experienced person in accordance with Section 381 of the *Environmental Protection Act 1994* (EP Act). Analysis of soil samples must be undertaken by suitably accredited laboratory. Contaminated soil must not be removed off-site without a disposal permit in accordance with Section 424 of the EP Act.

3.7 Unexpected Contamination

If during any site earthworks or excavation, offensive or noxious odours and/or evidence of gross contamination or below ground infrastructure not previously detected is observed, the site works are to cease in that area and action taken to immediately abate any potential environmental harm. The administering authority is to be notified in writing within two (2) business days of detection and advised of appropriate remedial action.

Any remedial action is to be developed by an appropriately qualified and experienced person in accordance with Section 381 of the EP Act.

Administering authority approval is required before site works can recommence in such areas.

3.8 General Environmental Protection

All earthworks are to be undertaken in accordance with general environmental protection measures to avoid unwanted migration and deposition of soil. These measures include the control of dust, noise, stormwater runoff, sediment, erosion, spillage from haulage trucks and odour releases involving the handling or movement of contaminated material. Contaminated soil which is excavated and temporarily stored on site must be managed such that environmental harm is prevented.

All excavation of contaminated soil is to be documented and records kept which demonstrate SMP compliance.

4.0 MONITORING AND REPORTING

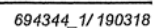
Records are to be kept of all inspections, monitoring, any soil excavation in contaminated areas, disposal permits and site management plan compliance for review by the administering authority from time to time.

This Site Management Plan (SMP) has been developed to manage site contamination risks present at the issue date. Subsequent uses of the site may result in the need to review the plan.

This SMP makes reference to a Figure, which is available from the Administering Authority if required.

Please be advised, some formatting within this document cannot be converted from the Environmental Management Register and the Contaminated Land Register database in Word format

Title Reference: 30301008, 30469165



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■ ■ ■

Maranoa Regional Council

*Roma Historical Precincts
Inc.*

LEASE

**KING &
COMPANY**
— SOLICITORS —

Level 7, 95 North Quay, Brisbane
[G.P.O. Box 758, Brisbane, 4001]
Telephone: (07) 3243 0000
Facsimile: (07) 3236 1885
MF1:AA22332
694344_1
111016



Ansvar Insurance Limited A.B.N. 21 007 216 506

AFSL 237826

Member of the Ecclesiastical Insurance Group

CERTIFICATE OF CURRENCY

Date: 24/11/20

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**MGA INSURANCE BROKERS – TOOWONG
LEVEL 3 TOOWONG TOWER
9 SHERWOOD ROAD
TOOWONG 4066**

**Your local office is:
Level 15
120 Edward Street
Brisbane 4000**

**Local call 1300 650 540
Phone 1300 650 540**

Email insure@ansvar.com.au

Insured Name

ROMA HISTORICAL PRECINCTS INC

Policy Number

04.400.0626780

Type of Policy

Community Service Organisation

Period of Insurance

21/11/20 to 21/11/21 at L.S.T 4:00pm

Policy Status

Active Policy (Current)

This document shows your policy details as at the date printed and is to be read in conjunction with the policy wording. Should you have any queries please contact our office. Thank you for your continued coverage with Ansvar.

This certificate is provided for information purposes only and confers no rights upon the holder. It is not intended to amend, extend or alter the coverage afforded by the policy listed. It is provided as a summary only of the cover provided and is current only at the date of issue.

The Contract of Insurance consists of this Certificate and Company's Policy – to be read as one document

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CERTIFICATE OF CURRENCY

Community Service Organisation
Policy Number 04.400.0626780

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Policy Notes**Additional Comments:**

Ansvar Insurance Ltd. Community Service Organisations Insurance
Policy Wording

Your operations are described as: community service organisation
which may include

Collect, Preserve and exhibit, research study, display and
maintain objects of general historical interest within Roma and
district. Restore and preserve the buildings at Station Street
roma. Building is a butter factory and objects displayed are
related to this industry dating back to early 1900's.

The Incorporation also HP is entering into contract with
container Exchange for 3 years for collection/depot of cans &
bottles.

Nil cash money at all as all participants must be registered
with container exchange and payments are all electronic

Activities may also include outings, organised games, op shops,
camps and excursions, fundraising such as walkathons and picnics
events/festivals held at your place of occupancy. Excluding any
events/festivals held at premises other than your own where more
than 500 attendees are expected unless specifically agreed by
endorsement detailed within this document. (Some activities are
excluded as per policy wording).



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Community Service Organisation
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Location of Risk: ANYWHERE IN AUSTRALIA 4455

Type of Risk : 80 – General Public & Products Liability

Type of Cover	Broadform Liability	
	Sum Insured	Excess
Public Liability	\$20,000,000	\$1,000
Products Liability	\$20,000,000	\$1,000
Property in Care/Custody/Control limited to	\$250,000	
Molestation/Sexual Abuse limited to	Not Insured	
Annual Revenue	10,000	

Endorsement

CLL	<p>Claims Pers Inj to Labour Hire CLAIMS FOR PERSONAL INJURY TO LABOUR HIRE AND/OR SUBCONTRACTORS EXCESS ENDORSEMENT It is hereby agreed and declared that any claims for personal injury to labour hire personnel, subcontractors or contractors who are performing services on behalf of the Insured will be subject to an excess of \$5,000 each and every claim.</p>
CLV	<p>Claims Pers Inj to Volunteers CLAIMS FOR PERSONAL INJURY TO VOLUNTEERS EXCESS ENDORSEMENT It is hereby agreed and declared that any claims for personal injury to volunteers will be subject to an excess of \$1,250 each and every claim unless the Insured has an Voluntary Workers Personal Accident Policy with Ansvr Insurance Limited in which case the standard policy excess will apply.</p>
SAE	<p>Sexual Abuse Exclusion This Policy does not cover any claim arising from: Any actual or alleged Sexual Abuse, (as defined in the policy wording) committed, attempted, or allegedly committed or attempted by an Insured Person.</p>

Additional Comments:

Type of Cover continued....

Construction Liability:	\$500,000
Counsellors Liability:	\$1,000,000
Indemnifiable Fines & Penalties:	\$100,000 (Nil Excess)
Optional Extensions:	
1. Sexual Abuse	NOT INSURED
2. Replacement Wages	NOT INSURED
3. Medical Malpractice	NOT INSURED
4. Retroactive Claims Made Liability	
Public Liability	NOT REQUIRED
Agreed Retroactive Date: / /	NOT APPLICABLE
Sexual Abuse Only	NOT REQUIRED
Agreed Retroactive Date: / /	NOT APPLICABLE
5. Contractual Liability	NOT INSURED
6. Member to Member	NOT INSURED
7. Trauma Counselling Costs	NOT INSURED

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No Excess applies to Optional Extensions 2 & 7

Type of Risk : 89 – Management Liability

Insuring Clauses	Limit Of Liability	Aggregate Limit of Liability	Excess	Retro. Date
Entity Liability	Any one Claim \$250,000	\$250,000	\$1,000	21/11/19
Directors & Officers	\$250,000	\$250,000	NIL	21/11/19
Entity Reimbursement	As per D&O	As per D&O	\$1,000	As per D&O
Employment Practices	Not Taken			
Trustees Liability	Not Taken			
Statutory Liability	\$250,000	\$250,000	\$1,000	21/11/19
Internet Liability	Not Taken			
Entity Crisis Cover	\$100,000	\$100,000	\$1,000	21/11/19
Aggregate Policy Limit	\$375,000			
Sublimits		Sublimit	Excess	
Employee & Third Party Fidelity		\$50,000 in the aggregate	\$5,000	
Tax Audit		\$20,000 in the aggregate	NIL	
Occupation	Other not for profit interest			
Geographic Limit	as per policy			

UPE UNAUDITED PREMISES EXCLUSION
The following is added to "Exclusions applying to employee fidelity and third party fidelity" section of the policy:
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection with any Dishonest Acts arising out of, based upon or attributable to premises that are not externally audited annually.
All other terms and conditions remain unchanged.

IWE INTERNAL WEAKNESS EXCLUSION
The following is added to "Exclusions applying to employee fidelity and third party fidelity" section of the policy:
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection with any Dishonest Acts arising from any weakness identified in an external auditors report to management regarding internal operations.
All other terms and conditions remain unchanged.

DSE DUAL SIGNATORIES EXCLUSION
The following is added to "Exclusions applying to employee fidelity and third party fidelity" section of the policy:
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection with any

* Continued

Dishonest Acts arising from the failure of cheques and electronic fund transfers to have two signatories.
All other terms and conditions remain unchanged.

Additional Comments:



CERTIFICATE OF CURRENCY

Community Service Organisation
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INSOLVENCY EXCLUSION

The following special exclusion applies to this policy:

'We will not cover any claim under this policy arising from or attributable to the insolvency, bankruptcy or liquidation of the company/entity as the case may be'

All other terms & conditions of this policy are otherwise unchanged.

Type of Risk : 91 – Voluntary Workers Personal Accident

Insured Person	VOLUNTEERS WORKERS	
Type of Cover	Voluntary Workers	
Details	Capital Benefits	\$50,000
	Weekly Bodily Injury Benefits	\$200
	Out of Pocket Expenses	\$5,000
	Cost of Domestic Help	\$5,000
	Policy Aggregate Limit per Person	\$50,000
	Policy Aggregate Limit	\$1,250,000
Number of Weeks covered:	52 weeks	
Initial Period Excluded:	7 days	

Additional Comments:

Number of Volunteers: 25

NOTE: The Capital Benefits amount detailed herewith applies to any one Insured Person, any one bodily injury.

NOTE: Persons under the age of 18 or over the age of 75 years are limited to a maximum Capital Benefit of \$50,000 and maximum Weekly Bodily Injury Benefit of \$1,000 or the amounts specified in this insurance certificate whichever are the lesser.

Please refer to the Policy Wording for a full list of benefits and automatic extensions.

The Geographical Limit of this Policy is: Australia Wide.

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OFFICER REPORT

Meeting: Ordinary 26 May 2021

Date: 13 May 2021

Item Number: 13.4

File Number: D21/37665

SUBJECT HEADING: RFT 21030: Injune Caravan Park Management Agreement

Classification: Open Access

Officer's Title: Manager - Facilities (Land, Buildings & Structures)

Executive Summary:

Council publicly invited interested parties to submit tenders for management of the Injune Caravan Park.

Officer's Recommendation:

That Council:

1. Select 1Eight Pty Ltd as the recommended Tenderer for Tender 21030 – Injune Caravan Park Management Agreement.
2. Delegate authority to the Chief Executive Officer to enter into final negotiations with 1Eight Pty Ltd and execute the lease (three years with the option of an additional three year period) if the terms are acceptable.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Tenderers who have submitted a tender under this request:

- 1EIGHT Pty Ltd
- Glenda Hoath
- VM Pringle

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
N/A	N/A

Context:

Why is the matter coming before Council?

The Caravan Park is situated on Council owned freehold land located at 2 - 4 Third Avenue, Injune QLD 4454 described as Lot 25 on SP166550.

Council invited tenders to manage the Injune Caravan Park with tenders closing on 12 April 2021.

The outcome of the tender process is presented to Council for consideration and decision.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Maranoa Regional Council invited suitably skilled, qualified, and experienced businesses/individuals to submit a tender to manage the Injune Caravan Park under one of the following options:

- a. a 2 x 3-year management agreement with Council paying management fees;

OR

- b. a 2 x 3-year Management Agreement with the Manager paying Council management fees.

A copy of both Management Agreements were provided as part of this tender.

Twenty (20) entities/individuals downloaded the tender documents from LG Tender Box with tenders being received from the following:

- 1EIGHT Pty Ltd
- Glenda Hoath
- VM Pringle

The tender was advertised in the Western Star online between 8 April 2021 and 12 April 2021.

TENDER EVALUATION PROCESS

Before undertaking the scoring evaluation, the tenders were assessed for compliance with the tender requirements.

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Tenderer	ASIC Company Extract	Insurance Coverage	Financial (Pass/Fail)	Conflict of Interest (any issues?)	Statements of Departure	Agreement to Tender Documents	Execution of Tender
1EIGHT	Yes	Damage: No Business Interruption: No Vehicle: No Public Liability: Yes 20MM Professional Indemnity: Yes	Pass	No	Nil.	Yes	Yes
Glenda Hoath	No-ABN Lookup	Damage: No Business Interruption: No Vehicle: Yes Public Liability: Yes 10MM	Pass	No	Nil.	Yes	Yes
VM Pringle	No	Damage: Not provided Business Interruption: Not provided Vehicle: Not provided Public Liability: Not provided (Will be provided prior to agreement, if successful)	Pass	No	Yes	Yes	Yes

Departures Details

Tenderer – VM Pringle	Tenderers Departures	Effect on Agreement
Clause 6.5 - page 13	Manager must have the right to increase fees within a 20% margin.	Additional requirement - To be negotiated with Council.
Clause 6.6 - page 13/14(f)	Manager will be responsible for maintenance and cleaning including minor plumbing expenses e.g., tap replacement/unblocking drains. Major plumbing work and painting of permanent structures would be covered by MRC.	Extra cost to Council
Clause 6.6 - page 13/14(k)	Expenses of complying with Acts and governmental requirements or orders – except where compliance is considered structural (e.g., disabled access to Laundromat).	Possible extra cost to Council
Clause 9.2 - page 17	Set business hours are not relevant due to the nature of the business. Must be available as needed where reasonable.	No commitment to be onsite at specific times. The required business hours are combined with s9.6 (1) that requires the Facility office is attended during business hours.

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Clause 9.7 - page 18	Statutory compliance – licensed work. Any work that is structural in nature would be covered by MRC.	Structural damage as per s10.4 (1) (b).
Clause 9.19 - page 21	(1) Council to supply first aid station and manager to maintain.	Not acceptable
Clause 9.20 - page 21	Except for any equipment that will become a permanent fixture. This would be subject to negotiation.	OK
Clause 9.21 - page 21	MRC would have to provide the inventory and maintenance schedule of the buildings/structures/fittings etc. This inventory would then be checked according to the schedule already in place.	OK – needs to be done prior to tenderer taking over management of park.
Clause 9.25 - page 22	Lighting – must be installed prior to Manager being appointed.	To be negotiated.
Clause 9.26 - page 22	MRC would be responsible for replacement of any equipment considered permanent in facility.	At Council's discretion and/or to be negotiated.
Clause 9.30 - page 23	Manager has choice of vending machines and games available to public.	Only on approval from Council.
Clause 9.31 - page 23	Any Television/audio would be provided by manager with appropriate licensing through APRA.	OK, but operate under the conditions of 9.31.
Clause 9.34 - page 23	Locks to facility need to be updated/simplified with a master key system by MRC prior to manager commencing.	Negotiable with Council.
Clause 10.1 - page 24	(6) MRC responsible for removal of graffiti and structural damages.	To be negotiated with Council.
Clause 10.3 - page 25	(2) (i) Any dangerous trees should be removed by MRC prior to manager commencing. Minor limb removal and maintenance would be done by manager.	To be negotiated with Council.
Part 12 - page 27	Managers Insurance – Still awaiting clarification from MRC on policies. Appropriate insurances will be taken out when contract is settled.	OK, subject to review and approval by Council.
Part 14 - page 33	Trustee Covenants – Not relevant	OK, subject to legal advice.

The following table is the assessment of the Tenderers business profile.

Tenderer	Tenderers Business Profile	Score 15
1EIGHT	Tenderer currently manages eight caravan parks including: Bells Caravan Park & Toorbul Caravan Park– Moreton Bay Regional Council, Beaudesert Caravan and Tourist Park – Beaudesert Show Society, Boreen Point Camping Ground & Noosa North Shore Campground – Noosa Shire Council, Ettu Bay Caravan Park & Mission Beach Camping and Caravan Park – Cassowary Coast Regional Council, Elliott Heads Holiday Park & Moore Park Beach Holiday Park – Bundaberg Regional Council	15
Glenda Hoath	Currently operates a cleaning business in Injune.	2
VM Pringle	Currently has the management rights to the Injune Swimming Pool, previous to this includes working at the pool as an employee, Manager Injune Bowls Club and involved in many community organisations.	10

The following table is the assessment of the Tenderers Business Plans for the Caravan Park.

Tenderer	Tenderers Business Plan	Score 15
1EIGHT	Six-year business plan, as the Tenderer believes it will take this long to recover the commercial loss of operating the caravan park in the first two years. Clearly identify the park's market (2 seasons – Winter & shoulder) and customers primarily from South East Queensland, Grey Nomads and families. Carnarvon Gorge a major attraction that will bring customers to the park. Tenderer has provided estimated number of nights for targets, but no financials. Tenderer will relocate some key staff to establish the business. 1EIGHT have confirmed that they will have someone on site as required by the agreement.	10
Glenda Hoath	Business plan explains how the Tenderer will clean and maintain the facilities, not manage the facilities. The Tenderer has confirmed that she will manage the	2

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	Caravan Park, but not be living onsite. The Tenderer lives 46 km from Injune and will travel in each day to perform duties at the caravan park.	
VM Pringle	Basic business plan with no financial analysis. The Tenderer understands the issues and problems associated with the Injune Caravan Park. Identified customer base as Grey Nomads and Families. The Tenderer currently operates the Injune Swimming Pool and indicates from the Departures	7

Onsite Management

An important aspect of managing a caravan park is onsite management, especially when building the business to a sustainable level. Although onsite management was not an assessment criteria on its own, it should be addressed as part of the Business Plan. None of the Business Plans presented clearly stated how the Caravan Park would be managed and if there would be at a minimum an employee onsite at all times or at least during business hours as required by the Draft Agreement. Each Tenderer was emailed requesting information about onsite management.

Tenderer	Onsite Management Response
1EIGHT	Douglas Tait (Director) responded by phone and stated that they would initially have a team sent to the Injune Caravan Park to establish the business and then they would have at a minimum a person living onsite.
Glenda Hoath	Glenda advised that she lives 46 km out of town (Injune) and would come in every day and clean and do everything else that need doing.
VM Pringle	Veronica advised that "The pool and caravan park are across the road from each other. I am able to see each from the other location. If I was at the pool I could at very least have a sign to direct them to see me over the road or leave my number to call. During pool season I am free during the middle of the day and after shifts in the evening when most vans are on site. I am able to put a lifeguard on at the pool if I feel I need to spend more time at the park."

Pricing

The following table is the assessment of the Tenderers Price.

NO	Tenderer	Proposed Annual Management Fee (incl GST)		Points (55 points)
		Tenderer Pays Council	Council Pays Tenderer	
1	1EIGHT Pty Ltd	\$10,000		55
2	Glenda Hoath		\$48,048 (Labour only)	0
3	VM Pringle		\$240,000	0

Full points were awarded to the tenderer providing the most revenue to Council. It was difficult to award points to the other tenderers as they were both a cost to Council.

Contribution to the Local Economy

The following table is the assessment of the Contribution to the Local Economy

NO	Tenderer	Contribution to Local Economy (15 points)
1	1EIGHT Pty Ltd	0 points
2	Glenda Hoath	15 points
3	VM Pringle	15 points

Declaration of Actual, Potential or Perceived Conflicts of Interest

The following table is the assessment of the Tenderers conflict of interest profile.

Tenderer	Conflict of Interest (any issues?)
1EIGHT	No
Glenda Hoath	No
VM Pringle	No

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

N/A

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

No

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

The Tender Evaluation Panel comprised the following Council staff members:

- Michael Worthington - Manager - Procurement & Plant
- Tanya Mansfield - Manager, Facilities (Land, Buildings & Structures)

The Tender Evaluation Panel met on 6 May 2021 to evaluate and discuss responses and make a recommendation based on the overall scores from the selection criteria.

Fraser Valuers were engaged by Council to complete a rental valuation of the Injune Caravan Park. Valuers assessed the market rental value to be \$15,000 per annum as at 26 August 2019. While this valuation is over 12 months old, it is unlikely that the market rental value would have changed considerably since this time.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

N/A

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

N/A

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

N/A

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?
(Interested Parties Analysis - IS9001:2015)

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
N/A	N/A

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is recommended that Council enter into negotiations with **1EIGHT Pty Ltd** as the preferred supplier for Tender 21030 noting the tendered rate of \$10,000.00 p.a. inclusive of GST (payable to Council) is the most advantageous offer received.

The Tender Evaluation Panel recommends that Council award Tender 21030 to 1EIGHT Pty Ltd for the following reason:

1. Highest overall score;
2. The most experience in managing caravan parks;
3. The best price offered.

Recommendation:

What is the 'draft decision' based on the advice to Council?

That Council:

1. Select 1Eight Pty Ltd as the recommended Tenderer for Tender 21030 – Injune Caravan Park Management Agreement.
2. Delegate authority to the Chief Executive Officer to enter into final negotiations with 1Eight Pty Ltd and execute the lease (three years with the option of an additional three year period) if the terms are acceptable.

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

No

Link to Operational Plan Function:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.10 Facilities

Supporting Documentation:

Nil.

Report authorised by:

Deputy Chief Executive Officer/Acting Director Infrastructure Services