

BUSINESS PAPER

General Meeting

Wednesday 24 May 2017

Roma Administration Centre

NOTICE OF MEETING

Date: 19 May 2017

Mayor:

Councillor T D Golder

Deputy Mayor:
Councillors:

Councillor J L Chambers
Councillor N H Chandler
Councillor P J Flynn
Councillor G B McMullen
Councillor W M Newman
Councillor C J O'Neil
Councillor D J Schefe
Councillor J M Stanford

Chief Executive Officer:

Ms Julie Reitano

Senior Management:

Mr Cameron Castles (Director Infrastructure Services)
Mr Rob Hayward (Director Development, Facilities &
Environmental Services)
Ms Sharon Frank (Director Corporate, Community & Commercial
Services)

Officers:

Ms Jane Frith (Coordinator Communications)

Please find attached agenda for the **General Meeting** to be held at the Roma Administration Centre on
May 24, 2017 at 9.00AM.



Julie Reitano
Chief Executive Officer

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Next General Meeting

- To be held at the Roma Administration Centre on 14 June 2017.

Confidential Items

In accordance with the provisions of section 275 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 Request to Tenant Roma Community Hub

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.2 Application for Conversion of Tenure - Lot 5 on WV840

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.3 Application for Permit to Occupy - Part of Reserve Lot 7 on WV816

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.4 Request to Establish a Low-Power FM Radio Relay Station in Surat

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.5 Application for Conversion of Tenure - Lot 3 on BDR63

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests

of the local government or someone else, or enable a person to gain a financial advantage.

C.6 Application for Conversion of Tenure - Lot 4 on BDR64

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.7 Lot 23 on SP119657 - Wallumbilla Cattle Yards

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.8 Expression of Interest - Mitchell RSL & Combined Sports Club Book Keeping and Account Services

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.9 Community Grant Applications - Round 2, 2016/2017

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.10 Baton Bearers for Queen's Baton Relay March 2018

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.11 Applications for Regional Arts Development Program (RADF) Funding

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.12 St Vincent de Paul request for Major In Kind Assistance

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.13 Maranoa Property Research

Classification: Closed Access

Local Government Regulation 2012 Section 275(c) the local government budget.

C.14 Proposal to extend NLIS Scanning and Data Collection Agreement
Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.15 Business Activity Report - Quarry
Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.16 Roma Saleyards - Sewer Easement through property owned by C.M. Fraser Property Pty Ltd
Classification: Closed Access

Local Government Regulation 2012 Section 275(e) contracts proposed to be made by it.

C.17 Application for Rate Payment Arrangements
Classification: Closed Access

Local Government Regulation 2012 Section 275(d) rating concessions.

C.18 Re-consideration of Rate Payment Arrangement - Assessment 13006176
Classification: Closed Access

Local Government Regulation 2012 Section 275(d) rating concessions.

C.19 Langton Avenue, Yuleba
Classification: Closed Access

Local Government Regulation 2012 Section 275(e) contracts proposed to be made by it.

C.20 Proposed Application for Conversion of Tenure - Lot 10 on TM51
Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

Councillor Business

20 Councillor Business

Closure

MINUTES OF THE GENERAL MEETING OF MARANOA REGIONAL COUNCIL HELD AT ROMA ADMINISTRATION CENTRE ON 10 MAY 2017 COMMENCING AT 9.08AM

ATTENDANCE

Mayor Cr. T D Golder chaired the meeting with Deputy Mayor Cr. J L Chambers, Cr. N H Chandler, Cr. P J Flynn, Cr. G B McMullen, Cr. W M Newman, Cr. C J O'Neil, Cr. D J Schefe, Cr. J M Stanford, Chief Executive Officer – Julie Reitano, Coordinator Communications – Jane Frith, and Minutes Officer – Kelly Rogers in attendance.

AS REQUIRED

Director Development, Facilities & Environmental Services – Rob Hayward, Director Corporate, Community & Commercial Services – Sharon Frank, Manager Facilities (Land, Buildings & Structures) – Tanya Mansfield, Manager Saleyards – Paul Klar, Manager Planning & Building Development – Danielle Pearn, Manager Economic & Community Development – Ed Sims, (Acting) Manager – Customer & Community Services – Samantha Thrupp, Coordinator Debtors – Debbie Gelhaar, Specialist Sport & Recreation – Fiona Vincent, Specialist Lease Management & Facility User Agreements – Madonna Mole, Coordinator Rates – Dana Harrison, Rates Officer – Catherine (Katie) Ballard, Local Development Officer Roma – Kate Papacek.

GUESTS

Representatives from Qantas met with Council during adjournment for Morning Tea.

WELCOME

The Mayor welcomed all present and declared the meeting open at 9.08am.

APOLOGIES

There were no apologies for the meeting.

CONFIRMATION OF MINUTES

Resolution No. GM/05.2017/01

Moved Cr Stanford

Seconded Cr Chambers

That the minutes of the General Meeting (7-26.04.17) held on 26 April 2017 be confirmed.

CARRIED

9/0

BUSINESS ARISING FROM MINUTES

The Chief Executive Officer provided additional detail on LC.3 and LC.8 for the purpose of clarifying the meeting minutes (26 April 2017), and Council's endorsement was sought as detailed below:

ITEM LC.3 – DELEGATED AUTHORITY FOR THE CHIEF EXECUTIVE OFFICER TO SIGN THE TENDER SUBMISSION AND RESULTING CONTRACT FOR PAVEMENT REHABILITATION ON THE CARNARVON HIGHWAY (24E) NORTH OF INJUNE.

The initial financial implications for the project budget quoted within the officer's report was an estimated contract value of \$700,000, however, upon further negotiations the exact value was advised as \$713,822.25 – a figure more favourable to Council. The Chief Executive Officer sought Council's endorsement for signing the tender submission incorporating the specified project value.

ITEM LC.8 - TENDER 17013 – RELINING OF SEWER MAINS IN MAJOR & MCDOWALL STREETS, ROMA

It was confirmed that the original budget for WO 18388 was sufficient to fund the entire project, therefore the resolution needed to be clarified as follows:

Resolution No. GM/04.2017/78

That Council:

- 1. Select Interflow Pty Ltd as the preferred tenderer for Tender 17013 – Relining of Sewer Mains in Major & McDowall Streets, Roma.**
- 2. Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with Interflow Pty Ltd, noting the tendered value of \$383,670.83 (Inc. GST), and contract if the final terms are acceptable.**
- 3. Draw the required funds from WO 18388 ~~and sewerage reserves.~~**

Resolution No. GM/05.2017/02

Moved Cr Stanford

Seconded Cr McMullen

That Council:

- 1. Note the exact amount and endorse the actions of the Chief Executive Officer in signing the tender.**
- 2. Endorse the removal of the words ‘and sewerage reserves’ with respect to item LC.8 and that the minutes of the 26 April Council meeting be annotated accordingly.**

CARRIED 9/0

ON THE TABLE

Item C.4 – Reserve for Local Government – Lot 334 on SP282633 had been left on the table at the General Meeting on 12 April 2017.

The following items had been left on the table at the General Meeting held on 26 April 2017:

- Item C.7 – Roma Flood Mitigation Stage 1 – Landholder Negotiations
- Item C.11 – Scales Display at the Roma Saleyards
- Item LC.4 – Development Permit for a Material Change of Use “Caravan Park.”

PRESENTATIONS/PETITIONS AND DEPUTATIONS

There were no presentations/petitions or deputations at the meeting.

CONSIDERATION OF NOTICES OF BUSINESS

There were no notices of business for consideration.

CONSIDERATION OF NOTICES OF MOTION

There were no notices of motion for consideration.

RECEPTION OF NOTICES OF MOTION FOR NEXT MEETING

No notices of motion were received for the next meeting.

BUSINESS

CORPORATE, COMMUNITY & COMMERCIAL SERVICES

Item Number: 11.1 File Number: D17/33214

SUBJECT HEADING: COMMUNITY CONSULTATION - ROMA DOG PARK

Officer's Title: Coordinator - Councillors & Community Engagement

Executive Summary:

Council resolved to seek community feedback to gauge support for an off leash dog park in Roma at the General Meeting held on 14 December 2016. The feedback period was open from 6 April 2017 – 5 May 2017.

The report collated the received feedback for Council's review and further consideration.

Discussion:

Cr. Scheffe spoke in favour of the motion, indicating that Council had received a very good response from the community during the consultation period, and provided some information on the outcomes including that Council had received a total of 127 responses, with 93% of respondents confirming they would use a dog park, and only 7% indicating they would not. He further highlighted the social media outcomes with 5,484 people reached with 45 'likes', in addition to a further 80 'likes' on shared posts. In closing, he said that it was now up to Council to further investigate budget costs for consideration at budget time.

Resolution No. GM/05.2017/03

Moved Cr Scheffe

Seconded Cr O'Neil

That Council:

1. Receive and note the collated community feedback.
2. Include the project in future budget deliberations, including preparation of budget costings.
3. Publicly acknowledge the community response through a variety of media forums.

CARRIED

9/0

Responsible Officer

Coordinator - Councillors & Community Engagement

Item Number: 11.2 File Number: D17/33638

SUBJECT HEADING: COMMUNITY CONSULTATION - ROMA SALEYARDS MULTI-PURPOSE FACILITY

Officer's Title: Coordinator - Councillors & Community Engagement

Executive Summary:

Council resolved to seek community feedback for a proposed new Multi-Purpose Facility at the Roma Saleyards. Feedback was sought on a concept floor plan, building finish and elevations. Council worked with Gibson Architects to develop the plans for community comment.

Council has submitted funding applications for the Roma Saleyards Multi-Purpose Facility under the Federal Government Building Better Regions program (submitted 28 February 2017) and the State Government Building our Regions program (submitted 27 April 2017), and is awaiting announcement of successful projects.

This report summarised feedback received from the community for Council's review and further consideration.

Discussion:

Cr. O'Neil spoke in favour of the motion, indicating that Council went out to consultation, seeking feedback from the community. In turn the community has responded, and asked a number of questions on different aspects of the project. Cr. O'Neil said he felt it was now important that Council answer those questions and provide details of the broader reasons why Council has supported this project in moving forward with the funding applications to the State and Federal Governments. In closing, he reiterated that it was incredibly important that Council go back and respond to the questions raised.

The Mayor spoke against the motion, indicating that the feedback received was overwhelmingly indicative that the community was not in favour of this project. He further advised that some very strong feedback was received from the group that Council would like to harness, and further he felt the project should be put on hold and focus given to improving the yards supporting the main function of the Saleyards.

Cr. Stanford spoke in favour of the motion, indicating that she felt it was important that Council went back out to the community, having only received 23 pieces of feedback, having regard to the size of the broader community. She expressed her disappointment that more people did not take the time to provide constructive feedback. Cr. Stanford also highlighted the greater response received from the community for a Dog Park in Roma.

Cr. McMullen spoke against the motion, indicating that he believed that a large portion of people didn't know that the community consultation was on. In response, Cr. Flynn indicated that a variety of communication forums had been undertaken in the notification process of the consultation period to raise awareness of the project.

Cr. Stanford also responded to discussions, confirming her thoughts that Council should seek further feedback, regardless of whether the feedback received is positive or negative. She further commented that she believed there was plenty of notification and opportunity for feedback to be given.

Cr. Chandler indicated that she felt Council's role was to look at the big picture, and that the facility is now 50 years old and had never received an upgrade. She further advised that the upgrade was necessary, and that some were getting caught up in the tourism aspect the facility provides. In closing, she indicated that if the project was successful this would set up the Saleyards for the next 50 years.

Cr. Newman indicated that Council was today receiving the feedback and the matter being discussed was Council responding to the feedback received from the consultation period.

Cr. Newman advised that it was appropriate that Council provide the answers to the questions raised during the process, and further reiterated that it was that aspect that should remain the focus of discussions, not Councillors' thoughts as to whether the project concept was good or bad.

Cr. Flynn also commented about the 50th Anniversary of the Saleyards coming up in 2019, and that this is also an important aspect of the project.

In closing, Cr. O'Neil acknowledged all the valuable points raised by Councillors and indicated that he personally, and others, should have spoken more about the longer term benefits of the project if funding submissions are successful, given some angst raised by the community about the level of investment proposed for the facility.

He further confirmed that broader consultation is required, and that Council needs to frame answers to the questions raised and explain how the project was initiated. He referred to an investigative trip that he and the former Deputy Mayor of the previous Council undertook to Canada, where it was recommended that following a resource boom it is important that Council looks at enhancing the platform of major assets in the Maranoa, with the Saleyards being one of those assets. Cr. O'Neil said that a broader conversation with the community providing more detail of what the project will entail is required and he supported the resolution as moved.

Resolution No. GM/05.2017/04
Moved Cr O'Neil
Seconded Cr Flynn
That Council:

1. Receive and note the detailed community feedback provided under separate cover.
2. Consider the feedback as part of detailed design if Council is successful in its application for funding under the Federal Government Building Better Regions program and/or the State Government Building our Regions Program.
3. Publicly acknowledge the community response through a variety of media forums.
4. Undertake further community consultation, responding to the questions raised during the feedback period, incorporating the broader opportunities and benefits that the project will provide for the region if Council is successful in securing funding.

CARRIED

7/2

Mayor Golder called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Chambers	Cr. Golder
Cr. Chandler	Cr. McMullen
Cr. Flynn	
Cr. Newman	
Cr. O'Neil	
Cr. Scheffe	
Cr. Stanford	

Responsible Officer
Coordinator - Councillors & Community Engagement
INFRASTRUCTURE SERVICES
Item Number:
12.1
File Number: D17/32107
SUBJECT HEADING:
ROTARY CLUB OF ROMA INC AND ROMA TOURISM ASSOCIATION - FUNDRAISING AND ADVERTISING MATERIALS - ROMA AIRPORT
Officer's Title:
Manager - Airports (Roma, Injune, Surat, Mitchell)
Executive Summary:

The report advised Council of the requests from Rotary Club of Roma Inc. and Roma Tourism Association for the installation of fundraising and advertising materials at the Roma Airport.

Discussion:

Cr. Chandler spoke in favour of the motion, indicating it was a good initiative making more tourism material available at the Roma airport, as currently there is not a lot available. Cr. Chandler welcomed the involvement of the Rotary Club of Roma in supporting tourism.

Cr. Flynn spoke against the motion, indicating that while he was in favour of the majority of the motion, he did not believe the place for a 'Money Spinner' was at an airport terminal.

In summing up, Cr. Chandler indicated that she did not feel the 'Money Spinner' at the airport terminal was detrimental as it provided an opportunity for individuals to deposit loose change that in turn would be directed to fund the Pinaroo Retirement Village, an initiative done in many retail outlets.

Resolution No. GM/05.2017/05
Moved Cr Chandler
Seconded Cr O'Neil
That Council:

1. **Endorse the requests from Rotary Club of Roma Inc. to place the two small wall mounted displays and "Money Spinner" in the check-in area or arrivals area of the terminal.**
2. **Note that Rotary Club of Roma will purchase, install and maintain the two items.**
3. **Endorse the requests from Roma Tourism Association for new brochure stands for the baggage collection area and in the future the departure lounge in accordance with relevant Aviation Security Requirements of Roma Airport.**
4. **Note that Roma Tourism Association will purchase, install and maintain the stand/s.**

CARRIED
8/1
Responsible Officer
Manager - Airports (Roma, Injune, Surat, Mitchell)
DEVELOPMENT, FACILITIES & ENVIRONMENTAL SERVICES
Item Number:
13.1
File Number: D17/32596
SUBJECT HEADING:
WARROO SPORTING COMPLEX ADVISORY GROUP
Officer's Title:
Specialist - Sport and Recreation
Executive Summary:

Council recently engaged the services of consultant Scott Alston, MAK Planning and Design, to compile a master plan for the Warroo Sporting Complex, formerly referred to as Surat Racecourse Reserve.

This area hosts the sports of campdrafting, clay target shooting, pony club, racing and rodeo. During consultation, feedback was sought on the proposed formation of an advisory group similar to others operating within Council. All five clubs agreed that a Council endorsed and managed advisory group would be extremely beneficial and productive for the site. This group would replace the current operational structure of Racecourse User Group.

Discussion:

The Mayor enquired as to the official process in confirming representation from each of the clubs concerned. The Director Development, Facilities & Environmental Services confirmed this would be requested in a letter to the groups when communicating the resolution outcome.

Resolution No. GM/05.2017/06
Moved Cr McMullen
Seconded Cr Stanford

That Council adopt the formation of “Warroo Sporting Complex Advisory Group” to act as a consultative committee to assist Council with its decision making about current and future developments at the site.

CARRIED
9/0
Responsible Officer
Specialist - Sport and Recreation
Item Number:
13.2
File Number: D17/29437
SUBJECT HEADING:
REGIONAL POOL REPORT MARCH 2017
Officer's Title:
Administration Officer - Council Buildings & Structures
Executive Summary:

Across the region Council maintains five swimming pool complexes and The Great Artesian Spa complex.

The pools are operated by contractors under management agreements. Contractors provide monthly reports to Council identifying attendance, pool temperatures, chemical levels, maintenance issues and consumables.

Reports for the month of March for the Great Artesian Spa, Mitchell Memorial Swimming Pool, Injune Swimming Pool, Denise Spencer Roma Pool, Surat Swimming Pool and Wallumbilla Swimming Pool were presented.

Discussion:

Cr. Chambers enquired about budget arrangements for maintenance of an untidy section of the front footpath and cemented area outside the Mitchell Spa. The Manager Facilities (Land, Buildings & Structures) confirmed that this element would be included as part of future budget consideration.

Resolution No. GM/05.2017/07
Moved Cr Chambers
Seconded Cr Stanford

That Council receive the regional swimming pool reports for the month of March 2017.

CARRIED
9/0
Responsible Officer
Administration Officer - Council Buildings & Structures
LATE ITEMS
Item Number:
L.1
File Number: D17/35001
SUBJECT HEADING:
BOORINGA ACTION GROUP - TOURISM PROPOSAL TO MARANOA REGIONAL COUNCIL
Officer's Title:
Manager - Economic & Community Development
Executive Summary:

Booringa Action Group (BAG) of Mitchell sought Council's endorsement of key actions associated with BAG's Tourism Development plan for Mitchell.

Discussion:

Cr. Chandler spoke in favour of the motion, congratulating the Booringa Action Group for being proactive in supporting tourism in Mitchell, further indicating that she looked forward to a good upcoming tourism season in Mitchell.

Resolution No. GM/05.2017/08
Moved Cr Chandler
Seconded Cr McMullen
That Council:

1. **Approve for the Booringa Action Group (BAG) to restore and maintain the River Walk from the Great Artesian Spa to Fisherman's rest as detailed in its proposal to Council of 31 January 2017.**
2. **Applaud the initiative of BAG in establishing a regular Bus Service from the Neil Turner Weir and Major Mitchell Caravan Park (MMCP) to and from the business centre and the Great Artesian Spa.**
3. **Investigate the other aspects of the proposal with a view to assisting BAG and the Mitchell community in achieving its goals, and report back to BAG by 30 June.**

CARRIED
9/0
Responsible Officer
Manager - Economic & Community Development
CONFIDENTIAL ITEMS

In accordance with the provisions of section 275 of the *Local Government Regulation 2012*, Council resolved to close the meeting to discuss items it has deemed to be of a confidential nature and specifically pertaining to the following sections:

- (a) the appointment, dismissal or discipline of employees;
- (c) the local government budget;
- (d) rating concessions;
- (e) contracts proposed to be made by it;
- (f) starting or defending legal proceedings involving the local government;
- (g) any action to be taken by the local government under the Planning Act, including deciding applications made to it under that Act;
- (h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

Resolution No. GM/05.2017/09
Moved Cr O'Neil
Seconded Cr McMullen
That Council close the meeting to the public at 9.33am.
CARRIED
9/0

Cr. Flynn declared a potential perceived 'Conflict of Interest' in item C.12 – Request for Expression of Interest 17015 – Roma Airport Runway Overlay, due to his personal business operations at the Roma Airport. Cr. Flynn left the Chamber at 10.22am, taking no further part in discussions on the matter.

At cessation of discussion on the abovementioned item, Cr. Flynn entered the Chamber at 10.28am.

Resolution No. GM/05.2017/10

Moved Cr O'Neil

Seconded Cr Chambers

That Council adjourn the meeting's closed session so that Councillors could hold discussions with visiting representatives from Qantas during the Morning Tea recess.

CARRIED

9/0

Council resumed the meeting, following Morning Tea at 11.28am. Cr. Flynn did not return to the Chamber at the resumption of Standing Orders.

Resolution No. GM/05.2017/11

Moved Cr O'Neil

Seconded Cr McMullen

That Council resume discussion of confidential items in closed session.

CARRIED

8/0

Cr. Flynn entered the Chamber at 11.32am.

Cr. Newman left the Chamber at 11.37am, and entered at 11.38am.

SUBJECT HEADING: SUSPENSION OF STANDING ORDERS
COUNCIL ADJOURNED THE MEETING FOR LUNCH AT 12.34PM

SUBJECT HEADING: RESUMPTION OF STANDING ORDERS
COUNCIL RESUMED THE MEETING IN CLOSED SESSION AT 1.21PM.

Resolution No. GM/05.2017/12

Moved Cr O'Neil

Seconded Cr Flynn

That Council open the meeting to the public at 1.47pm.

CARRIED

9/0

Item Number: C.1 File Number: D17/29559

SUBJECT HEADING: COMMUNITY SAFETY FINANCIAL YEAR 2017/18 FEES AND CHARGES ADOPTION

Officer's Title: Support Officer - Customer & Community Services

Executive Summary:

The proposed 2017/18 financial year Customer & Community Services fees and charges were presented to Council for consideration and adoption.

Resolution No. GM/05.2017/13

Moved Cr Chandler

Seconded Cr McMullen

That Council adopt the proposed fees and changes for Customer & Community Services for the 2017/18 financial year.

CARRIED

9/0

Responsible Officer

Support Officer - Customer & Community Services

Item Number: C.2 File Number: D17/32711

SUBJECT HEADING: APPLICATION TO LEASE CAMPING AND WATER RESERVE - LOT 117 ON DL492

Officer's Title: Administration Officer - Land Administration

Executive Summary:

The Department of Natural Resources and Mines sought Council's views on an application it has received to lease Camping and Water Reserve being Lot 117 on DL492 for the proposed land use of grazing.

Resolution No. GM/05.2017/14

Moved Cr Newman

Seconded Cr Chandler

That Council advise the Department of Natural Resources and Mines that it objects to the application to lease Camping and Water Reserve being Lot 117 on DL492 for the following reasons:

- The Reserve contains a large natural waterhole on the Womalilla Creek that is an important recreational area for locals, as well as a source of roadworks water for Council's infrastructure team; and
- The Reserve is traversed by a number of roads, which is problematic with regard to using the Reserve for grazing; and
- The Reserve is part of the stock route network, and is used by travelling stock, and as emergency agistment.

CARRIED

9/0

Responsible Officer

Administration Officer - Land Administration

Item Number: C.3 **File Number:** D17/33287
SUBJECT HEADING: ROMA SWIMMING POOL HOURS
Officer's Title: Specialist - Lease Management & Facility User Agreements

Executive Summary:

The Manager of the Denise Spencer Pool requested that Council review the opening times for the pool for the month of June 2017.

Resolution No. GM/05.2017/15

Moved Cr Flynn

Seconded Cr Newman

That Council decline the proposed new hours of operation for the month of June as requested by the pool contractor and continue to operate the pool as per the hours previously agreed by Council (Resolution number GM/09.2015.31).

CARRIED

9/0

Responsible Officer

Specialist - Lease Management & Facility User Agreements

Item Number: C.4 **File Number:** D17/32772
SUBJECT HEADING: RESERVE FOR LOCAL GOVERNMENT - LOT 334 ON SP282633
Officer's Title: Manager - Facilities (Land, Buildings & Structures)

Executive Summary:

Council is the trustee of a Reserve for Local Government Purposes in Roma described as Lot 334 on SP282633. Council was asked to consider interest received in using the land.

Resolution No. GM/05.2017/16

Moved Cr Chambers

Seconded Cr Stanford

That Council:

1. Investigate development of Lot 338 on WV1628 (old Police Paddock) into smaller paddocks suitable for grazing horses with costings to be considered in 2017/18 budget deliberations.
2. Approve the request from the applicant to graze horses on Lot 334 on SP282633 until 30 July 2017, at which time continuation of grazing on the site will be reviewed.
3. Register easements over Lot 334 on SP282633 to preserve Council infrastructure on the land being the sewerage pump station and drain.
4. Advise the Department Natural Resources and Mines that Council intends to divide Lot 334 on SP282633 and retain the part of the lot adjoining Lot 220 on WV1692, with the balance of the reserve to be revoked and in turn be available for the Department to negotiate a Deed of Grant in Trust or other arrangement with the Mandandanji People.

5. Advise the Department of National Parks, Sport and Racing to make application to the Department Natural Resources and Mines to acquire part of Lot 334 on SP282633 to expand its operations depot.

CARRIED

9/0

Responsible Officer

Manager - Facilities (Land, Buildings & Structures)

Item Number:

C.5

File Number: D17/33272

SUBJECT HEADING:

IVY STREET DRAINAGE EASEMENT

Officer's Title:

Manager - Facilities (Land, Buildings & Structures)

Executive Summary:

Council has allocated funds in the Capital Works Budget to complete stormwater mitigation works in Ivy Street Roma. Before construction can commence on site, it is necessary for an easement to be gazetted over Lot 4 on SP864613 to accommodate the planned works.

Discussion:

Cr. McMullen spoke in favour of the motion, indicating that this was a really good project which will benefit everyone in the vicinity.

Resolution No. GM/05.2017/17

Moved Cr McMullen

Seconded Cr Stanford

That Council authorise the Chief Executive Officer to:

1. Enter on behalf of Council the Easement Acquisition Agreement over part of Lot 4 on SP864613 for the purpose of undertaking drainage works in Ivy Street Roma.
2. Sign the Queensland Titles Office Form 10 to surrender the existing drainage easement over part of Lot 4 on SP864613.
3. Register a new Drainage Easement over part of Lot 4 on SP864613 in accordance with the provisions of the Easement Acquisition Agreement.

CARRIED

9/0

Responsible Officer

Manager - Facilities (Land, Buildings & Structures)

Item Number:

C.6

File Number: D17/32314

SUBJECT HEADING:

YOUNG ENDEAVOUR YOUTH SCHEME SCHOLARSHIP
2017

Officer's Title:

Local Development Officer – Roma

Executive Summary:

Maranoa Regional Council offers a Young Endeavour Youth Scheme Scholarship to one young person from the Maranoa region each year. The round closed on 24 April 2017.

Resolution No. GM/05.2017/18
Moved Cr Chandler
Seconded Cr O'Neil
That Council:

1. Endorse the applicant for the 2017 Young Endeavour Youth Scheme Scholarship.
2. Consider the future of the scheme at a workshop prior to 2017/18 budget deliberations.

CARRIED
9/0
Responsible Officer
Local Development Officer - Roma
Item Number:
C.7
File Number: D17/32708
SUBJECT HEADING:
**ROMA FLOOD MITIGATION STAGE 1 - LANDHOLDER
NEGOTIATIONS – ASSESSMENT NO. 14008304**
Officer's Title:
Director - Infrastructure Services
Executive Summary:

The report tabled a letter in relation to a Stage 1 Access Deed and an Acquisition Agreement, signed by both parties. The matter was laid on the table at the last Council meeting and the officer provided additional information in relation to the matter for Council's consideration.

Resolution No. GM/05.2017/19
Moved Cr Chambers
Seconded Cr Newman

That Council authorise the Chief Executive Officer, with the assistance of Council's solicitors, to propose an agreement under section 15 of the *Acquisition of Land Act 1967*, with the value consistent with the recommendation included in the report.

CARRIED
9/0
Responsible Officer
Director - Infrastructure Services
Item Number:
C.8
File Number: D17/33348
SUBJECT HEADING:
**STAGE 1 ROMA FLOOD MITIGATION - ASSESSMENT OF
LOCAL PROPERTY FLOOD RISK AND MITIGATION
MEASURES AND CLAIM FOR DAMAGES –
ASSESSMENT NO. 14019129**
Officer's Title:
Director - Infrastructure Services
Executive Summary:

The report tabled a letter in relation to the Stage 1 Roma Flood Mitigation.

Resolution No. GM/05.2017/20
Moved Cr Chambers
Seconded Cr Schefe

That Council, through the Chief Executive Officer, authorise its representative to hold discussions as an input into further deliberations at the next General Meeting of Council.

CARRIED

9/0

Responsible Officer

Director - Infrastructure Services

Item Number:

C.9

File Number: D17/32482

SUBJECT HEADING:

REQUEST FOR DISCOUNT – ASSESSMENT NO.
14025514

Officer's Title:

Coordinator – Rates

Executive Summary:

Correspondence was received from the applicant requesting discount be granted after payment was received following the close of discount.

Resolution No. GM/05.2017/21

Moved Cr McMullen

Seconded Cr Stanford

That Council grant the discount on this occasion as the circumstances for missing the discount date due to an extraordinary weather event were beyond the ratepayer's control in accordance with Council's adopted Revenue Statement and the *Local Government Regulation 2012* for granting discount.

CARRIED

6/3

Responsible Officer

Coordinator - Rates

Item Number:

C.10

File Number: D17/33900

SUBJECT HEADING:

COMMENCE DEBT RECOVERY- ACCOUNT NO. 75983.02

Officer's Title:

Coordinator – Debtors

Executive Summary:

The report tabled for consideration the commencement of debt recovery under Council's Debt Recovery Policy.

Resolution No. GM/05.2017/22

Moved Cr Newman

Seconded Cr Chambers

That Council approve the commencement of debt recovery action

CARRIED

9/0

Responsible Officer

Coordinator - Debtors

Cr. Flynn declared a potential perceived 'Conflict of Interest' in the following item, due to a relative by marriage being part of one of the businesses who had put forward a quotation for supply and installation of one of the options for screen display.

Cr. Flynn remained for discussion on the basis that this would not influence his ability to consider the Saleyards' business requirements and the broader public interest.

Item Number: C.11 **File Number:** D17/32704
SUBJECT HEADING: SCALES DISPLAY AT THE ROMA SALEYARDS
Officer's Title: Manager - Saleyards

Executive Summary:

The small weighbridge (Scales 2) scales display has stopped working and requires replacement as the current model is obsolete and replacement parts are no longer available. The purpose of this report was for Council to consider the options available for a new scales display system.

Resolution No. GM/05.2017/23

Moved Cr Chandler

Seconded Cr Stanford

That Council:

1. Upgrade to a screen display system for both scales at the Roma Saleyard.
2. Fund the associated cost of \$28,688 (Inc. GST) installed from work order 18090.2491.

CARRIED (Cr. Flynn voted in favour of the motion)

9/0

Responsible Officer

Manager - Saleyards

Cr. Flynn declared a potential perceived 'Conflict of Interest' in the following item due to his personal business operations at the Roma Airport. Cr. Flynn left the Chamber at 2.02pm, taking no further part in discussions on the matter.

Item Number: C.12 **File Number:** D17/33324
SUBJECT HEADING: REQUEST FOR EXPRESSION OF INTEREST 17015 - ROMA AIRPORT RUNWAY OVERLAY
Officer's Title: Manager - Procurement & Commercial Services

Executive Summary:

Council publicly invited interested parties to submit an Expression of Interest (EOI) for the Supply and Placement of Asphalt Overlay on the Runway at Roma Airport.

The Expression of Interest period opened on 2 April 2017 with a closing date of 28 April 2017.

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

Resolution No. GM/05.2017/24

Moved Cr O'Neil

Seconded Cr Scheffe

That:

1. The following respondents to *Expression of Interest (EOI) 17015 – Roma Airport Runway Overlay* be short-listed in accordance with s 228(6)(a) of the *Local Government Regulation 2012*:
 - Fulton Hogan Industries Pty Ltd
 - Boral Resources (Qld) Pty Ltd T/A Boral Asphalt
 - RPQ Asphalt Pty Ltd

2. These entities be invited to tender for the *Supply and Placement of Asphalt Overlay on the Roma Airport Runway*, in accordance with s228(6)(b) of the *Local Government Regulation 2012*.
3. Tenderers be primarily evaluated on the basis of price, local industry participation and the final construction program. Further that Council consider other non-price information within the tender evaluation process, however, short-listed entities not be required to resubmit information that was provided by way of EOI 17015.

CARRIED

8/0

Responsible Officer	Manager - Procurement & Commercial Services
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At cessation of discussion and debate on the abovementioned item, Cr. Flynn entered the Chamber at 2.03pm.

Item Number: C.13 **File Number:** D17/33574

SUBJECT HEADING: REQUEST FOR REDUCTION IN TRADING TERMS

Officer's Title: Director - Corporate, Community & Commercial Services

Executive Summary:

Council has received correspondence from a contractor, requesting a reduction in trading terms from twenty-eight (28) days to seven (7) days.

The request was tabled for Council's consideration.

Discussion:

Mayor Golder spoke in favour of the motion, indicating that given the circumstances of this business owner he felt that Council should assist in this instance.

Cr. Chambers spoke against the motion, indicating that she believed the trading terms should be reduced to fourteen (14) days rather than seven (7) days as moved by the Mayor, as Council had in previous deliberations for similar requests approved fourteen (14) days, and that seven (7) days was moving away from a precedent already set by Council.

In summing up, the Mayor indicated that he felt this was an opportunity for Council to offer support.

Resolution No. GM/05.2017/25

Moved Cr Golder

Seconded Cr McMullen

That Council approve the requested reduced trading terms from twenty-eight (28) days to seven (7) days.

MOTION LOST

2/7

Responsible Officer	Director - Corporate, Community & Commercial Services
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Discussion:

Cr. Stanford spoke in favour of the motion, indicating that she felt that reducing the payment terms to fourteen (14) days would assist the business in question, and align consistently with previous decisions, and policy of Council.

Resolution No. GM/05.2017/26

Moved Cr Stanford

Seconded Cr Schefe

That Council approve a reduction in trading terms from twenty-eight (28) days to fourteen (14) days provided that the invoice for the month's services is not raised prior to the delivery of services for that month.

CARRIED

7/2

Responsible Officer

Director - Corporate, Community & Commercial Services

LATE CONFIDENTIAL ITEMS

Item Number:

LC.1

File Number: D17/33902

SUBJECT HEADING:

SURAT COBB & CO STORE MUSEUM

Officer's Title:

Local Development Officer - Surat

Executive Summary:

Council called for expressions of interest/nominations for the formation of a formal Surat Cobb & Co Store Museum committee which will be auspiced by the Surat & District Development Association. The report recommended that Council receive and accept the nominations for the Committee, and proposed the launch of the new committee.

Resolution No. GM/05.2017/27

Moved Cr Newman

Seconded Cr McMullen

That Council invite the responders to the Call for Expressions of Interest for the Surat Cobb & Co Museum Committee, to a formation meeting and morning tea or similar event. The agenda will include among other things the matters resolved in Council's resolution GM/12.3016/11.

CARRIED

9/0

Responsible Officer

Local Development Officer - Surat

Item Number:

LC.2

File Number: D17/32950

SUBJECT HEADING:

SANTOS GLNG ROMA WEST PHASE 2B PETROLEUM AUTHORITY FOR INSTALLATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE - ADDENDUM NO. 1

Officer's Title:

Manager - Enterprise Risk, Program & Contract Management

Executive Summary:

Santos GLNG are planning to undertake works within the Roma Hub 2 Gas Fields which involves the installation of a new gas pipeline, referred to as the Roma West Phase 3A. The infrastructure associated with the works will cross a number of Council roads. As the local government in control of the roads, the report proposed that Council execute a Petroleum Authority for Installation and Maintenance of Pipeline Infrastructure with Santos GLNG for the proposed works.

Resolution No. GM/05.2017/28

Moved Cr Chambers

Seconded Cr Flynn

That Council authorise the Chief Executive Officer to sign, on Council's behalf, Addendum #1 Roma West Phase 3A Petroleum Authority for the Installation and Maintenance of Pipeline Infrastructure.

CARRIED

9/0

Responsible Officer

Manager - Enterprise Risk, Program & Contract Management

Item Number:

LC.3

File Number: D17/34912

SUBJECT HEADING:

ROMA SALEYARDS - MONTHLY BUSINESS REPORT - MARCH

Officer's Title:

Manager - Saleyards

Executive Summary:

This report provided a summary of the performance of Council's Roma Saleyards for the month of March, and year to date. The information in this report aimed to review the month's activities, give an overview of financial performance and bring to Council's attention any emerging issues.

Resolution No. GM/05.2017/29

Moved Cr Flynn

Seconded Cr Newman

That Council receive and note the Officer's report as presented.

CARRIED

9/0

Responsible Officer

Manager - Saleyards

Item Number:

LC.4

File Number: D17/32703

SUBJECT HEADING:

DEVELOPMENT PERMIT FOR A MATERIAL CHANGE OF USE "CARAVAN PARK"

Location:

155 Geoghegan Road, Roma 4455 (Lot 317 on SP219057)

Applicant:

Roma Clay Target Club Inc. C/- Brandon & Associates Pty Ltd

Officer's Title:

Coordinator - Planning

Executive Summary:

The application is for a Development Permit for a Material Change of Use – "Caravan Park" on land located at 155 Geoghegan Road, Roma 4455 (properly described as Lot 317 on SP219057).

The application is subject to Impact Assessment against the Bungil Shire Planning Scheme 2006. The drafting of the Maranoa Planning Scheme is at an advanced stage and its content is considered relevant to the assessment of this application as it accurately represents the development outcomes sought for the future of the region.

Public Notification of the application was carried out between 9 December 2016 and 25 January 2017. One properly made submission opposing the application and 140 letters supporting the application were received during this period.

The application is generally consistent with the relevant provisions of the Bungil Shire Planning Scheme 2006. Any perceived conflicts with the planning scheme are addressed having regard to the lawful existing use on the site or can otherwise be appropriately addressed by way of conditions of development approval.

Discussion:

In moving the motion, Cr Newman acknowledged that it has been a challenging application with exhaustive discussions and reviews and she thanked everyone for their effort and advised that she looks forward to it progressing.

Resolution No. GM/05.2017/30

Moved Cr Newman

Seconded Cr McMullen

That Council approve the application for a Development Permit for a Material Change of Use “Caravan Park” on land located at 155 Geoghegan Road, Roma (properly described as Lot 317 on SP219057), subject to the following conditions:

Preamble

- (a) The Capricorn Municipal Development Guidelines apply to this development. Refer to <http://www.cmdg.com.au/> for the Capricorn Municipal Development Guidelines (CMDG).
- (b) The relevant planning scheme for this development is the Bungil Shire Planning Scheme 2006. All references to the ‘Planning Scheme’ and ‘Planning Scheme Schedules’ within these conditions refer to the above Planning Scheme.
- (c) All Aboriginal Cultural Heritage in Queensland is protected under the (Aboriginal Cultural Heritage Act 2003) and penalty provisions apply for any unauthorised harm. Under the legislation a person carrying out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal Cultural Heritage. This applies whether or not such places are recorded in an official register and whether or not they are located in, on or under private land. The developer is responsible for implementing reasonable and practical measures to ensure the Cultural Heritage Duty of Care Guidelines are met and for obtaining any clearances required from the responsible entity.
- (d) The Environmental Protection Act 1994 states that a person must not carry out any activity that causes, or is likely to cause, environmental harm unless the person takes all reasonable and practicable measures to prevent or minimise the harm. Environmental harm includes environmental nuisance. In this regard, persons and entities involved in the operation of the approved development are to adhere to their ‘general environmental duty’ to minimise the risk of causing environmental harm to adjoining premises.
- (e) The land use rating category for the site may change upon commencement of any approved use on the site. Council’s current Revenue Statement, which includes the minimum general rate levy for the approved use/s is available on the Council website: www.maranoa.qld.gov.au.
- (f) A Compliance Permit must be obtained from an Approved Auditor as required by Schedule 18, Table 3 of the *Sustainable Planning Regulation 2009* (Qld).

For information regarding compliance permits, refer to:

<https://www.qld.gov.au/environment/pollution/management/contaminated-land/compliance/>

(g) The operation of a caravan park requires a permit under *Subordinate Local Law No. 1.8 (Operation of Caravan Parks) 2011*.

(h) It is the responsibility of the developer to obtain all necessary permits and submit all necessary plans and policies to the relevant authorities for the approved use.

Use

1. The approved development is a “Caravan Park” as defined in the Planning Scheme and as shown on the approved plans.

2. The Caravan Park must not be occupied by any guest or any caravan, campervan, vehicle or other temporary accommodation for a period exceeding 14 consecutive days, or for any cumulative period of more than 30 days within a 12 month period.

3. Relocatable homes and any permanent accommodation structures are not permitted within the Caravan Park, with the exception of a caretaker’s residence.

4. The approved development is permitted to occur in the following two stages;

- a. Stage 1: “Caravan Park” consisting 22 caravan parking sites and as shown as “STAGE 1” on approved Drawing Number 16220602 prepared by Brandon & Associates dated 22/11/16.
- b. Stage 2: “Caravan Park” consisting 22 caravan parking sites and 31 car parks and as shown as “STAGE 2” on approved Drawing Number 16220602 prepared by Brandon & Associates dated 22/11/16.

Unless otherwise stated, the conditions of approval apply to all stages of the approved development.

5. All works and operations are to be carried out generally in accordance with the approved plans and specifications listed in the following table. Where approved plans are in conflict with the Assessment Manager’s conditions, the Assessment Manager’s conditions shall take precedence.

Plan/Document number	Plan/Document name	Date
16220601	EXISTING SITE PLAN (as amended in Red by Council)	22/11/16
16220602	PROPOSED SITE PLAN (as amended in Red by Council)	22/11/16
16220605	SEWER RETICULATION	22/11/16
16220606	SHOOTING AREA SITE SAFETY TEMPLATE LAYOUT	22/11/16

6. During the course of constructing the works, the developer shall ensure that all works are carried out by appropriately qualified persons and the developer and the persons carrying out and supervising the work shall be responsible for all aspects of the works, including public and worker safety, and shall ensure adequate barricades, signage and other warning devices are in place at all times.

7. All works on or near roadways shall be adequately signed in accordance with the “Manual for Uniform Traffic Control Devices – Part 3, Works on Roads.”

8. The developer is responsible for locating and protecting any Council and public utility services, infrastructure and assets that may be impacted on during construction of the development. Any damage to existing infrastructure (kerb, road pavement, existing underground assets, etc) that is attributable to the progress of works on the site or vehicles associated with the development of the site shall be immediately rectified in accordance with the asset owners' requirements and specifications and to the satisfaction of the asset owners' representative(s).

Detailed Plans

9. A detailed site plan/s, generally in accordance with the approved plans, must be submitted to Council for approval within 1 month of this approval taking effect. The site plan/s must include:
- a. the location of all designated accommodation sites included as part of Stage 1 and Stage 2 of the approved development;
 - b. all vehicle parking, access and manoeuvring areas, including vehicle swept paths demonstrating:
 - (i) how vehicle access and egress to Stage 1 of the development can be accommodated via a single crossover to Geoghegan Road in the approved location;
 - (ii) how the maximum anticipated vehicle size and combination will manoeuvre internally within the site to access the designated accommodation sites provided in each stage of the development;
 - (iii) how two-way vehicle access to Stage 2 of the development will be accommodated via a single crossover in the location proposed; and
 - (iv) how vehicle movements between Stage 1 and Stage 2 of the development will occur i.e. are vehicles required to exit the site onto the roadway to travel between the two stages of the development;
 - c. the location and details of all signage and markings required to identify the location of vehicle access and egress to the site and to delineate the direction of vehicle travel internally within the site;
 - d. the location and details of all fencing required to satisfy the conditions of development approval (including details of any advertising integrated with the site fencing); and
 - e. the location and details of site landscaping for Stage 1 and Stage 2 of the development, including all landscaping required to satisfy the conditions of development approval.

The approved site plan/s will form part of the approved documents for the development.

Caravan Park Licence

10. A licence for the operation of a Caravan Park, as required by Council's Local Laws, must remain in effect at all times whilst the approved use is carried out. The licence holder is responsible for ensuring any conditions attached to this licence are complied with.

Applicable Standards

11. All works must comply with:
- a. this development approval;
 - b. any relevant Acceptable Solutions of the applicable codes of the planning scheme for the area;
 - c. Council's standard designs for such work where such designs exist;
 - d. the Capricorn Municipal Development Guidelines; and
 - e. any relevant Australian Standard that applies to that type of work.

Despite the requirements of paragraphs a-e above, Council may agree in writing to an alternative specification. This alternative specification prevails over those specified in paragraphs a-e in the event of any inconsistency.

The developer must also ensure that any works do not conflict with any requirements imposed by any concurrent lawful requirements outside those stated above.

Advertising Signage

12. Any proposed advertising signage is subject to a further development approval unless compliant with the self-assessable development provisions of the Planning Scheme, or other applicable planning instrument in force at the relevant time.
13. Any free standing advertising signage or structure to be constructed on the subject site shall be designed by an RPEQ (Structural) Engineer and certification provided for both design and construction.

Refuse Storage

14. Bulk refuse storage and collection facilities must be located within the “Caravan Park” in a central location that is screened and retains reasonable standards of amenity for occupants of the premises and surrounding properties. The bulk refuse storage must not be visually obtrusive when viewed from the street.
15. The bulk refuse storage area must be enclosed on a minimum of three sides with a screen wall extending 0.2 metres above the height of all refuse containers and screened by dense planting.
16. The bulk refuse storage areas must be located a maximum distance of 50 metres from accommodation areas and no closer than 6 metres to any accommodation area.
17. Convenient access to the bulk refuse storage area must be provided for service vehicles.
18. Waste containers must be maintained in a clean and tidy state at all times while the use continues, and shall be emptied and the waste removed from the site on a regular basis.

Lighting

19. Lighting of the “Caravan Park”, including any security lighting, shall be such that the lighting intensity does not exceed 8.0 lux at a distance of 1.5 meters from the site at any property boundary.
20. All lighting shall be directed or shielded so as to ensure that no glare directly affects adjoining and nearby properties.

Avoiding Nuisance

21. During and after the establishment of the approved development, no nuisance is to be caused to adjoining properties and occupiers by way of smoke, dust, rubbish, contaminant, stormwater discharge or siltation at any time, including non-working hours.
22. There must not be unreasonable or sustained levels of noise or odour and no nuisance caused to adjoining properties during the course of any construction works and after the use commences.

23. The “Caravan Park” and its surrounds must be kept in an orderly fashion, free of rubbish and clear of weeds and long grasses. The approved development and the premises are to be maintained in a clean and tidy condition and not pose any health and safety risks to the community.

Fencing and Screening

24. 2.4 metre wide solid fencing sections are to be constructed in a staggered arrangement along the entire length of the Stage 1 and Stage 2 northern site boundary (excluding across driveways). The end of each fencing section must be in line with, or overlapping the end of the adjacent section to prevent direct views into and out of the site. The fencing must be established atop an earth mound wholly constructed within the site. Screening to a minimum total height of 3.0 metres above natural ground level must be achieved by a combination of the earth mound and fencing sections. Landscaping must be provided along the entire length of the Stage 1 and Stage 2 northern site boundary in the voids created by the staggered fencing, to provide a densely vegetated visual screen to a minimum height of 3.0 metres.
25. Fencing must not consist of any product that would amplify or contribute to noise emissions emanating from the site.
26. Detailed plans of the earthworks, fencing and landscaping required by Condition 24 and 25, must be submitted to Council for approval as part of an Operational Works application within 1 month of the development approval taking effect. Fencing and landscaping for Stage 1 must be constructed/planted within 1 month of Council granting approval of the detailed design. Fencing and landscaping for Stage 2 must be constructed prior to the commencement of Stage 2 of the development.

Landscaping

27. Additional landscaping elements and plantings must be provided internally within the site to enhance the visual amenity of the area and provide screening and buffering. Site landscaping is to include plantings along the length of the northern site boundary to the extent that accommodation sites are located adjacent to this boundary. Landscape treatments should assist in providing privacy, screening and separation between vehicle access ways, parking areas, accommodation sites, refuse facilities and other built elements. Plant species shall include a mix of trees, shrubs and ground covers. Landscaping may be staged over the two approved development stages, with Stage 1 required to be established within 3 months of this approval taking effect and Stage 2 required to be established prior to the commencement of the use of Stage 2 of the development.
28. Landscaping is to be maintained and irrigated during an establishment period of two years and ground covers should fully cover vegetated areas within one year of planting.
29. Any dead or unhealthy plants must be promptly replaced throughout the life of the development.
30. Site landscaping must not interfere with electrical infrastructure nor restrict maintenance access to any onsite infrastructure, public utility or easement.
31. Landscaping must not interfere with site lines at intersections for traffic.

Earthworks

32. Any earthworks are to be undertaken in accordance with Schedule 8 – Standards for Construction Activity of the Planning Scheme.

33. If retaining walls are to be provided on site, they shall be designed by an RPEQ (Structural) Engineer and certification provided for both design and construction of the walls. They must not impede, concentrate or pond stormwater.

Erosion Control

34. All construction works on site are to be undertaken in accordance with the Institute of Engineers (Australia) (IEAUST) Soil Erosion and Sediment Control Engineering Guidelines for Queensland Construction sites.
35. If there is a possibility of erosion or silt or other materials being washed off the property being developed during the development process, the developer must document and implement a management plan that prevents this from occurring.
36. Should it be necessary for the road and/or drainage system to be reinstated or cleaned up due to erosion and/or sedimentation from the site, then such works shall be at no cost to Council. Such works shall be undertaken immediately where there is a potential hazard to pedestrians and/or passing traffic.

Services

37. The “Caravan Park” is to be connected to Council’s reticulated water supply network in accordance with the Water Services Association of Australia (WSAA) publication WSA02-2002 Water Reticulation Code of Australia (version 2.3) and CMDG Design Guidelines – D11 ‘Water Reticulation’, at no cost to Council.
38. An Operational Works application containing details of the connection to Council’s reticulated sewer network shall be submitted to Council within 3 months of the development approval taking effect. The alignment of the sewer shall be generally in accordance with approved Drawing Number 16220605. The site is to be connected to Council’s reticulated sewerage disposal system within 3 months of the operational works application being approved by Council.

Note: The sewer line as shown on approved Drawing Number 16220605 is not trunk infrastructure. There is no credit or offset against infrastructure charges available for completing these works. The sewer shall be constructed and maintained at no cost to Council.

39. Until such time as the site is lawfully connected to Council’s reticulated sewerage system, the number of people using the Caravan Park shall be limited to 21 Equivalent Persons or the maximum capacity of the existing onsite sewerage treatment system, whichever is the lesser.
40. The “Caravan Park” must be connected to an electricity reticulation service in accordance with the relevant service provider’s requirements and specifications along the relevant building standards, requirements and specifications (as relevant).
41. If the “Caravan Park” is connected to a telecommunication service, then such works shall be undertaken in accordance with the relevant service providers requirements and specifications along with relevant building standards requirements and specifications (as relevant).
42. Any conflicts associated with proposed and existing services shall be forwarded by the developer to the appropriate controlling authority for approval for any proposed changes.
43. The site must have access to a reliable water supply for firefighting purposes.

Stormwater and Drainage

44. Stormwater runoff from caravans and impervious surface areas is to be collected internally and piped generally in accordance with CMDG Guidelines D-5 'Stormwater Drainage Design' to the existing table drain on Geoghegan Road as a lawful point of discharge.
45. There must be no increases in any silt loads or contaminants in any overland flow from the property being developed during construction and at all times after the commencement of use.
46. Post-development stormwater runoff flows from the development site are not to exceed predevelopment stormwater runoff flows to adjoining properties or roads.
47. Stormwater must not be allowed to pond on the property being developed during the development process and after the development has been completed.
48. The stormwater disposal system must be designed to include appropriate pollution control devices or methods to ensure no contamination or silting of creeks or other waterways.
49. A stormwater quality and quantity management plan demonstrating how compliance with conditions 44 – 48 will be achieved must be submitted to Council for approval within 3 months of this development approval taking effect, and then complied with at all times afterwards.

Access, Car Parking & Manoeuvring

50. All vehicle access and egress for Stage 1 of the "Caravan Park" shall be provided from Geoghegan Road in the location denoted as "Caravan park entrance and exit" Drawing Number 16220602 (as amended).
51. The vehicle crossover for Stage 1 shall be constructed in accordance with CMDG-R-40 Rev E Accesses Along Bitumen Roads ADT <300VPD. Signage shall be erected at this access indicating that it is the Caravan Park site entrance. Signage shall be erected internally within the site indicating that caravans, accommodation vehicles and trailers are to exit the site at this location.
52. All vehicle access and egress to the "Caravan Park" is not permitted west of the Stage 1 accommodation sites shown on approved Drawing Number 16220602 (as amended). Signage shall be erected on the site boundary indicating that access to the "Caravan Park" is not permitted at this location. Signage shall be erected internally within the site preventing caravans, accommodation vehicles and trailers from exiting the site at this location and to direct these vehicle types to exit the site in the approved location.
53. Vehicle access for Stage 1 and all associated signage, including signage restricting access and egress to the site in accordance with these conditions of approval, must be constructed within 3 months of Council approving the amended drawings required by Condition 9.
54. Access and egress for Stage 2 of the development shall be provided from Geoghegan Road in the general location denoted as "Entry and Exit" on approved Drawing Number 16220602 (as amended). The vehicle crossover shall be constructed in accordance with CMDG-R-40 Rev E Accesses Along Bitumen Roads ADT <300VPD prior to the commencement of Stage 2 of the approved development.
55. All vehicle crossovers must be designed to cater for the maximum vehicle size accessing the site with suitable flares and tapers provided for the vehicle swept path movements to ensure no damage to the roadway or verge.

56. The landowner shall be responsible for the construction and maintenance of vehicle crossovers from the road carriageway to the property boundary and for obtaining any approvals required for complying with the applicable designs and standards.
57. A minimum of 22 car parking spaces for the exclusive use of the approved “Caravan Park” are to be provided for Stage 1 of the approved development.
58. A minimum of 22 car parking spaces for the exclusive use of the approved “Caravan Park” are to be provided for Stage 2 of the approved development.
59. All internal access roads shall have a carriageway width no less than 6.0 meters for two way traffic and not less than 4.0 metres for one way traffic. Signposts and markings must be provided to indicate vehicle direction movements.
60. All internal access roads shall be sign posted to discourage vehicle speeds in excess of 15 kilometres per hour.
61. All vehicle driveways are to be sealed with an impervious surface prior to commencement of the use. Surfacing shall consist of reinforced concrete, concrete pavers, segmental clay pavers, asphaltic hotmix or two coat (primerseal/seal) bitumen seal.
62. Service vehicle access and manoeuvring is to be designed in accordance with AS/NZS 2890.2.2004 – Parking facilities Part 2: Off-street commercial vehicle facilities requirements.
63. No on-street parking is permitted at the frontage of the development site at any time. Signage is to be established on the development site boundary to this effect.

General Amenity

64. Toilet, laundry and ablutions facilities are to be provided on the subject site for visitors to the “Caravan Park”. These facilities must be located a maximum distance of 100 metres from any one Caravan Park site and no closer than 6.0 metres to any Caravan Park site. The number of facilities provided must accord with the Local Law Permit granted for the operation of a caravan park on the site. Should the approved capacity of the “Caravan Park” (i.e. Stage 1: 22 accommodation sites; Stage 2: 22 accommodation sites) exceed this rate of provision, the number of people using the “Caravan Park” will be limited to the number required to achieve compliance with the Local Law Permit.

Separation

65. Caravan Park sites shall provide a minimum of 112 square metres and be clearly delineated.
66. A minimum 3.0 metre wide buffer must be provided between each “Caravan Park” site.
67. A minimum 2.0 metre buffer must be provided between a “Caravan Park” site and any internal vehicle movement area.
68. Measures such as barricading, fencing, signage and/or line-marking delineating the safety area behind the shooting area from any accommodation area as shown on approved Drawing Number 16220606 must be implemented at all times whilst the shooting facilities within this area are in use.
69. The operator of the Caravan Park must make visitors aware of the safety areas shown on approved Drawing Number 16220606 at the time of check-in.

Infrastructure Contributions

70. Pay all infrastructure charges levied for the approved development.

Note: Refer to Attachment 2 – Adopted Infrastructure Charges Notice

No Cost to Council

71. Services and infrastructure required in connection with the establishment of the approved development must be provided at the developer's cost.
72. The developer is responsible for meeting all costs associated with the approved development unless there is specific agreement by other parties, including the Council, to meeting those costs.
73. All rates and charges of any description and all arrears of such rates and charges, together with interest outstanding thereon, on the land, due to Council shall be paid prior to the commencement of use.

Latest Version

74. Where another condition refers to a specific published standard, manual or guideline, including specifications, drawings, provisions and criteria within those documents, that condition shall be deemed as referring to the latest versions of those publications that are publicly available at the time the first operational works or compliance approval is lodged with the assessment manager or approval agency for those types of works to be performed or approved, unless a regulation or law requires otherwise.

Application Documentation

75. It is the developer's responsibility to ensure that all entities associated with the Development Approval have a legible copy of the Decision Notice and the Approved Plans and the Approved Documents bearing 'Council Approval'.

CARRIED

9/0

Responsible Officer	Coordinator - Planning
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Item Number: LC.5 File Number: D17/34129

SUBJECT HEADING: CONTRACT FACILITATOR

Author and Councillor's Title: Cr. Tyson Golder

Executive Summary:

During the past few weeks Council has discussed the idea of a team building session/s within the Councillor group. This report sought support to plan and conduct the session/s in the near future.

Resolution No. GM/05.2017/31

Moved Cr Chandler

Seconded Cr O'Neil

That Council conduct a team building exercise at the first available opportunity.

CARRIED

8/1

Responsible Officer	Mayor
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Item Number: LC.6 File Number: D17/31759

SUBJECT HEADING: RECONSIDERATION OF PAYMENT ARRANGEMENT - ASSESSMENT 14023402

Author and Councillor's Title: Cr. Tyson Golder

Executive Summary:

A ratepayer has requested Council's reconsideration of a payment plan for Assessment No.14023402. The proposed plan consists of one lump sum payment on or about 30 May 2017, additional \$200/fortnightly payments and further lump sum payments as rates fall due for the period of 1 July 2017 to 30 June 2018.

Resolution No. GM/05.2017/32

Moved Cr Chandler

Seconded Cr Newman

That Council accept the requested payment plan of \$200/fortnightly payments, plus lump sum payment made on or prior to 30 May 2017 and lump sum/s of all future rates as due, with all rates, charges, and arrears to be paid in full by 30 June 2018.

CARRIED

9/0

Responsible Officer

Mayor

Item Number: LC.7 File Number: D17/30092

SUBJECT HEADING: SUBMISSION TO THE AUSTRALIAN LIVESTOCK MARKETS ASSOCIATION (ALMA) PROPOSING A FUTURE NATIONAL SALEYARDS EXPO EVENT BE HELD IN ROMA

Officer's Title: Associate to the Director - Corporate, Community & Commercial Services

Executive Summary:

The Australian Livestock Markets Association hold a National Saleyards Expo annually which incorporates the Annual General Meeting & conference of the Association.

The report recommended that Council nominate Roma as an event location for a future Saleyards Expo, given the industry significance of the Roma Saleyards; being the largest cattle selling centre in Australia.

Resolution No. GM/05.2017/33

Moved Cr Flynn

Seconded Cr O'Neil

That Council write a letter to the Australian Livestock Marketing Association nominating Roma as an event location for a future National Saleyards Expo.

CARRIED

9/0

Responsible Officer

Associate to the Director - Corporate, Community & Commercial Services

Item Number: LC.8 File Number: D17/33738

SUBJECT HEADING: MINOR AMENDMENTS TO THE ORGANISATIONAL STRUCTURE

Officer's Title: Associate to the Chief Executive Officer

Executive Summary:

The report sought Council approval for changes to the organisational structure.

Resolution No. GM/05.2017/34

Moved Cr Chambers

Seconded Cr Scheffe

That Council endorse the proposed amendments to the organisational structure as follows:

- Retitle the position of Coordinator – Community Safety (0213) to Community Safety Officer / Team Coordinator.
- Retitle the vacant position of Specialist – Emergency Management (0329) to Project Officer – Community Liaison & Emergency Management for a fixed term appointment of 12 months.
- Removal of the position of Project Officer – Community Liaison from the organisational structure.
- Retitle the nominated positions to show the primary and secondary roles.
- Retitle the Support Officer position to Administration Officer – Customer & Community Services.

CARRIED

9/0

Responsible Officer

Associate to the Chief Executive Officer

Item Number: LC.9 File Number: D17/34967

SUBJECT HEADING: COUNCIL HOUSING - CHANGE TO RENTAL PAYMENT

Officer's Title: Associate to the Chief Executive Officer

Executive Summary:

The report tabled a proposal to amend the rental amount charged of a Council housing property.

Resolution No. GM/05.2017/35

Moved Cr Newman

Seconded Cr Stanford

That Council accept the proposed amendment to the rental amount as set out in the Officer's report.

CARRIED

9/0

Responsible Officer

Associate to the Chief Executive Officer

Item Number:**LC.10****File Number: D17/34900****SUBJECT HEADING:****WITHOUT PREJUDICE OFFER FOR COUNCIL
CONSIDERATION - ASSESSMENT NO. 14008445****Officer's Title:****Associate to the Chief Executive Officer*****Executive Summary:****The report tabled the 'without prejudice' offer received by Council on 5 May 2017 in relation to Assessment No. 14008445.***Resolution No. GM/05.2017/36****Moved Cr Chambers****That the matter lay on the table for further consideration at an upcoming General Meeting.****CARRIED****9/0****Responsible Officer****Associate to the Chief Executive Officer****CLOSURE**

There being no further business, the Mayor thanked Council for their attendance and declared the meeting closed at 2.27pm.

These Minutes are to be confirmed at the next General Meeting of Council to be held on 24 May 2017, at Roma Administration Centre.

.....
Mayor......
Date.

OFFICER REPORT

Meeting: General 24 May 2017

Date: 16 May 2017

Item Number: 11.1

File Number: D17/36187

SUBJECT HEADING: Third Quarter Budget Review & Update 2016/17

Classification: Open Access

Officer's Title: Associate to the Director - Corporate, Community & Commercial Services

Executive Summary:

In accordance with S170 (3) of the *Local Government Regulation 2012*, the local government may, by resolution, amend the budget for a financial year at any time before the end of the financial year.

This report is based on the Third Quarter Budget review conducted by managers and staff. This review also incorporates budget update in line with the "tightening the belt initiative".

The result of the budget review shows an estimated surplus of \$598,421 (Q2 Budget \$264,584), which is an improvement in Council position by \$333,387.

Total permanent savings achieved during the quarter is \$ 82,000.

Summary at a high level is shown below:

Operational permanent savings	(\$ 82,000)
Net operating revenue change (increase)	(\$ 196,365)
Internal recovery (increase)	(\$ 200,000)
Net operating expenses (decrease)	(\$ 271,782)
Operating transfer to/from Reserves	\$ 376,310
Net Capital change (increase)	\$ 40,000
NET OVERALL CHANGE	\$ 333,837

Officer's Recommendation:

That the Council adopt the Third Quarter Budget Review 2016/17 as shown in the following attachments:

1. Q3 One Page Budget Summary (Page 1)
2. Q3 Operational Budget Amendments (Pages 2 - 10)
3. Q3 Capital Budget Amendments (Pages 11 - 16)

Body of Report:

Management completed their third quarter review of Council's 2016/17 Budget.

At a high level, the table under Financial Resource Implications shows the changes between the Second Quarter & the Third Quarter budget review 2016/17.

The 2016/17 Budget has been reviewed to incorporate new items, changes not previously identified and changes to the budget due to events arising since the adoption of the Second Quarter budget review 2016/17.

The total result of the Third Quarter Budget Review 2016/17 is a projected total surplus of \$ 598,421, an increase of \$333,837 from the second budget review of \$264,584.

The following significant items have been included at this budget review:

- Further decrease to Stage 2a & 2b Flood Mitigation program of \$2.7 million
This project will be carried over to 2017/18
- New Northern bore and booster system. GM/02.2017/47 22/02/2017. W4Q funding - total project cost \$950,000 with \$850,000 external funding & \$100,000 contribution from Council. \$100,000 of work expected to be completed in 2016/17 with remaining works to be completed in 2017/18
- Delivery main from northern bore to Northern Road Roma. GM/02.2017/47 22/02/2017. W4Q funding - total project cost \$650,000 with \$500,000 external funding & Council contribution of \$150,000
- Permanent operational savings achieved for the quarter \$ 82,000

Detailed analysis of the changes is provided below.

OPERATING REVENUE – Net Increase \$ 196,365

Following items have contributed to this increase:

- Additional RMPC works approved, \$203,827
- Net overall increase to water revenue, \$ 67,500
- Quarry pits external private works, an increase of \$ 53,304
- Net overall increase to sewerage revenue, \$ 47,100
- Increase to various Human Resource reimbursement receipts \$ 22,500
- RDP private works, decrease of \$100,000
- Sale from scrap items not expected to occur in 2016/17, a decrease to revenue of \$94,000

Full details are found in Attachment 2

OPERATING EXPENSES (incl permanent savings, excluding change in recoveries) – Net Decrease \$ 315,999

Key contributing factors to the decrease are as follows:

- Costs relating to RDP private works, a decrease of \$ 90,000
- Total permanent savings achieved for the quarter of \$82,000. Details are found in Attachment 2
- A reduction of \$60,000 weed control costs under Rural services. These costs were costed under RMPC works
- Net decrease to quarry operations, \$ 56,500. This decrease is relative to revenue
- Estimated savings in plant & workshop, \$ 64,610
- Savings from Community Safety coordinator position, \$62,102
- Transfer of funding from GL 2885.2001 to capital WO 18349 \$20,000
- Costs relating to RMPC contract works assessment, an increase of \$ 94,967

Full details are found in Attachment 2

RECOVERIES – Net Increase, \$200,000

- Increase to quarry pits operations internal recovery \$200,000

OPERATING RESERVES – Transfer to/from - Net Increase \$338,527

- Increase to quarry pits reserves, \$222,210
- Increase to water reserves, \$ 74,500
- Increase to sewerage reserves, \$ 32,100
- Increase to gas reserves, \$ 32,000

CAPITAL REVENUE – Net Decrease \$ 4.19 million

Key changes to capital revenue are from the following:

- Stage 2a & 2b Flood Mitigation program decreased by \$ 2.7 million
- Roads to Recovery funding down by \$ 993,048
- Energy sector capital works down by \$643,434
- R4R Grant expected for Wallumbilla Rd no longer available, \$441,672
- Works4Qld funding of \$650,000 to be taken up in 2016/17. Balance of funding to be included in 2017/18

CAPITAL EXPENDITURE – Net Decrease \$ 4.7 million

Key changes to capital works projects are:

- Further decrease to Stage 2a & 2b Flood Mitigation program of \$2.7 million. This project will be carried over to 2017/18
- Reduction to Roads to Recovery funded works \$ 992,048. R2R funded works will be included in 2017/18 budget
- Decrease to Energy sector capital works by \$ 643,434
- Wallumbilla North Road taken off the capital works program, \$441,672
- New Northern bore and booster system. GM/02.2017/47 22/02/2017. W4Q funding - total project cost \$950,000 with \$850,000 external funding & \$100,000 contribution from Council. \$100,000 of work expected to be completed in 2016/17 with remaining works to be completed in 2017/18
- Delivery main from northern bore to Northern Road Roma. GM/02.2017/47 22/02/2017. W4Q funding - total project cost \$650,000 with \$500,000 external funding & Council contribution of \$150,000

Full details are found in Attachment 3

LOAN REDEMPTION – No Change

RESERVES TRANSFERS (to/from) FOR CAPITAL – Net Decrease \$ 552,947

Full details are found in Attachment 3

Consultation (internal/external):

Chief Executive Officer

Directors

Managers

Coordinators

Risk Assessment (Legal, Financial, Political etc.):

In accordance with S170 (3) of the *Local Government Regulation 2012*, the local government may, by resolution, amend the budget for a financial year at any time before the end of the financial year.

Policy Implications:

The attached Revised Budget Statements reflect the financial implications of the commentary above.

Financial Resource Implications:

The revised operating budget presented has a surplus of \$598.421. Schedules supporting the changes are attached to this report.

Maranoa Regional Council

General Meeting - 24 May 2017

MARANOA REGIONAL COUNCIL			
ONE PAGE SUMMARY			
Q3 2016/17 BUDGET			
	Q2 Budget 2016/17	Q3 Budget 2016/17	Increase/Decrease - Q2 2016/17 vs Q3 2016/17
Account Description	Total Council	Total Council	Total Council
Operating Revenue	(69,531,095)	(69,727,460)	(196,365)
Stores oncost recovery	(200,000)	(200,000)	-
Operating Expenditure	74,331,311	74,015,312	(315,999)
Plant hire recovery	(8,808,100)	(8,808,100)	-
Gravel pits/batching plant recovery	(1,200,000)	(1,400,000)	(200,000)
Corporate overhead recovery	(1,198,973)	(1,198,973)	-
Total Net Operating Result	\$ (6,606,858)	\$ (7,319,221)	\$ (712,364)
Transfers from reserves	(3,295,777)	(3,295,777)	-
Transfers to reserves	7,083,287	7,421,814	338,527
Transfers to future capital reserves	33,050	33,050	-
Total transfers to/(from) reserves operating	\$ 3,820,560	\$ 4,159,087	\$ 338,527
Total Net Operating Result after Reserves Transfers	\$ (2,786,298)	\$ (3,160,135)	\$ (373,837)
Capital Revenue	(37,740,760)	(33,547,571)	4,193,189
Capital Expenditure	68,094,154	63,388,018	(4,706,136)
Transfer from reserves	(26,549,783)	(26,021,415)	528,368
New/Unspent Loan	(2,476,446)	(2,451,867)	24,579
Proceeds from sale of assets	(656,000)	(656,000)	-
Principal loan repayment	1,455,549	1,455,549	-
Transfer to reserves	395,000	395,000	-
Total Capital Revenue & Expenditure & Reserves Transfers	\$ 2,521,714	\$ 2,561,714	\$ 40,000
TOTALS	\$ (264,584)	\$ (598,421)	\$ (333,837)

This review also incorporates budget update in line with the “tightening the belt initiative”. Permanent savings achieved during the quarter is \$ 82,000 with year to date total of \$ 1.374 million. Please note that the amount is shown in isolation, not taking into account various budget changes during the financial year.



Link to Corporate Plan:

Corporate Plan 2014-2019
Strategic Priority 2: Our Finances
2.4 Financial Reporting (External)
2.4.2 Quarterly budget reviews

Supporting Documentation:

1	Q3 2016-17 - One Page Summary High Level	D17/36190
2	Q3 Operating Budget Changes	D17/36191
3	Q3 Capital Budget Changes	D17/36192

Report authorised by:

Director - Corporate, Community & Commercial Services

MARANOA REGIONAL COUNCIL
ONE PAGE SUMMARY
Q3 2016/17 BUDGET

	Q2 Budget 2016/17			Q3 Budget 2016/17			Increase/Decrease - Q2 2016/17 vs Q3 2016/17		
Account Description	Total Council	General Fund	Business Units	Total Council	General Fund	Business Units	Total Council	General Fund	Business Units
Operating Revenue	(69,531,095)	(51,121,704)	(18,409,391)	(69,727,460)	(51,192,469)	(18,534,991)	(196,365)	(70,765)	(125,600)
Stores oncost recovery	(200,000)	(200,000)	-	(200,000)	(200,000)	-	-	-	-
Operating Expenditure	74,331,311	59,966,242	14,365,069	74,015,312	59,689,743	14,325,569	(315,999)	(276,499)	(39,500)
Plant hire recovery	(8,808,100)	(8,808,100)	-	(8,808,100)	(8,808,100)	-	-	-	-
Gravel pits/batching plant recovery	(1,200,000)	(1,200,000)	-	(1,400,000)	(1,400,000)	-	(200,000)	(200,000)	-
Corporate overhead recovery	(1,198,973)	(1,198,973)	-	(1,198,973)	(1,198,973)	-	-	-	-
Total Net Operating Result	\$ (6,606,858)	\$ (2,562,536)	\$ (4,044,322)	\$ (7,319,221)	\$ (3,109,799)	\$ (4,209,422)	\$ (712,364)	\$ (547,264)	\$ (165,100)
Transfers from reserves	(3,295,777)	(3,139,880)	(155,897)	(3,295,777)	(3,139,880)	(155,897)	-	-	-
Transfers to reserves	7,083,287	4,610,458	2,472,829	7,421,814	4,809,885	2,611,929	338,527	199,427	139,100
Transfers to future capital reserves	33,050	-	33,050	33,050	-	33,050	-	-	-
Total transfers to/(from) reserves operating	\$ 3,820,560	\$ 1,470,578	\$ 2,349,982	\$ 4,159,087	\$ 1,670,005	\$ 2,489,082	\$ 338,527	\$ 199,427	\$ 139,100
Total Net Operating Result after Reserves Transfers	\$ (2,786,298)	\$ (1,091,958)	\$ (1,694,340)	\$ (3,160,135)	\$ (1,439,795)	\$ (1,720,340)	\$ (373,837)	\$ (347,837)	\$ (26,000)
Capital Revenue	(37,740,760)	(37,028,555)	(712,205)	(33,547,571)	(32,235,366)	(1,312,205)	4,193,189	4,793,189	(600,000)
Capital Expenditure	68,094,154	58,255,476	9,838,678	63,388,018	53,245,853	10,142,165	(4,706,136)	(5,009,623)	303,487
Transfer from reserves	(26,549,783)	(19,785,196)	(6,764,587)	(26,021,415)	(19,553,341)	(6,468,074)	528,368	231,855	296,513
New/Unspent Loan	(2,476,446)	(24,579)	(2,451,867)	(2,451,867)	-	(2,451,867)	24,579	24,579	-
Proceeds from sale of assets	(656,000)	(656,000)	-	(656,000)	(656,000)	-	-	-	-
Principal loan repayment	1,455,549	648,438	807,111	1,455,549	648,438	807,111	-	-	-
Transfer to reserves	395,000	395,000	-	395,000	395,000	-	-	-	-
Total Capital Revenue & Expenditure & Reserves Transfers	\$ 2,521,714	\$ 1,804,584	\$ 717,130	\$ 2,561,714	\$ 1,844,584	\$ 717,130	\$ 40,000	\$ 40,000	\$ -
TOTALS	\$ (264,584)	\$ 712,626	\$ (977,210)	\$ (598,421)	\$ 404,789	\$ (1,003,210)	\$ (333,837)	\$ (307,837)	\$ (26,000)

Q3 OPERATING BUDGET AMENDMENTS

ATTACHMENT 2

Departments/General Ledger Numbers	Annual Original Budget 2016/17	Q1 Budget 2016/17	Q2 Budget 2016/17	Increase/Decrease for 2016/17 only	Permanent Savings	Proposed Q3 Budget Review 2016/17	Comments
02111 - Rates Management							
2001 - Management & Support Services	\$180,892	\$180,892	\$180,892	\$73,037	\$0	\$253,929	Position moved from Community Safety - GM/02.2017/29 \$73,037
01171 - Customer Service Facilitation Operating Revenue							
1082 - Yuleba Post Office Commission	(\$30,000)	(\$30,000)	(\$30,000)	(\$10,000)	\$0	(\$40,000)	Commissions & stock revenue
01822 - Healthy Maranoa Operating Revenue							
1128 - Council of the Ageing	(\$2,000)	(\$2,000)	(\$2,000)	\$2,000	\$0	\$0	Funding no longer available
01860 - Community Housing Operating Revenue							
1130 - Rental from Housing	(\$259,617)	(\$242,600)	(\$271,159)	(\$6,574)	\$0	(\$277,733)	Based on current rental arrangement
01861 - Council Housing Operating Revenue							
1130 - Rental from Housing	(\$304,668)	(\$316,297)	(\$319,480)	\$4,775	\$0	(\$314,705)	Based on current rental arrangement
02041 - Community Safety Support							
2001 - Management & Support Services	\$682,200	\$682,200	\$682,200	(\$135,139)	\$0	\$547,061	Position moved to rates - GM/02.2017/29 & savings from Community coordinator position
2003 - Training & Development	\$35,000	\$35,000	\$35,000	(\$15,000)	\$0	\$20,000	50% of coordinator position
02171 - Customer Service Facilitation							
2042 - Yuleba Post Office Expenses	\$167,211	\$167,211	\$167,211	\$10,000	\$0	\$177,211	Funded by additional revenue received from commission & sales
02832 - Healthy Maranoa Operations							
2022 - O & M Regional	\$45,000	\$45,000	\$45,000	(\$2,000)	\$0	\$43,000	Expenses to funding no longer available
02861 - Community Housing Operations & Maintenance							
2002 - O & M Roma	\$43,010	\$43,995	\$47,396	\$2,547	\$0	\$49,943	Reallocation of funding
2012 - O & M Injune	\$42,905	\$42,905	\$43,570	\$5,078	\$0	\$48,648	Reallocation of funding
2014 - O & M Mitchell	\$39,061	\$69,061	\$70,487	(\$5,001)	\$0	\$65,486	Reallocation of funding
2017 - O & M Surat	\$33,850	\$33,820	\$33,820	(\$3,125)	\$0	\$30,695	\$10,000 moved to Surat Bathroom renewal GM/04.2017/30
2018 - O & M Wallumbilla	\$4,000	\$4,000	\$4,230	(\$704)	\$0	\$3,526	Reallocation of funding
02866 - Council Housing Operations & Maintenance							
2002 - O & M Roma	\$47,410	\$47,410	\$62,311	(\$3,933)	\$0	\$58,378	Estimated savings
2012 - O & M Injune	\$40,805	\$40,805	\$40,166	(\$6,109)	\$0	\$34,057	Estimated savings
2014 - O & M Mitchell	\$69,731	\$69,731	\$71,707	(\$8,009)	\$0	\$63,698	Estimated savings
2017 - O & M Surat	\$68,345	\$68,345	\$68,597	(\$722)	\$0	\$67,875	Estimated savings
2018 - O & M Wallumbilla	\$17,525	\$17,525	\$16,525	(\$1,998)	\$0	\$14,527	Estimated savings
2019 - O & M Yuleba	\$50,835	\$50,835	\$40,835	(\$1,831)	\$0	\$39,004	Estimated savings
02141 - Information Technology Solutions							
2001 - Management & Support Services	\$734,839	\$734,839	\$734,839	\$24,630	\$0	\$759,469	GIS position moved from SAMP, three months salaries allocation

Q3 OPERATING BUDGET AMENDMENTS

ATTACHMENT 2

Departments/General Ledger Numbers	Annual Original Budget 2016/17	Q1 Budget 2016/17	Q2 Budget 2016/17	Increase/Decrease for 2016/17 only	Permanent Savings	Proposed Q3 Budget Review 2016/17	Comments
02005 - Office of the CEO Support							
2047 - Conduct Reviews	\$30,000	\$30,000	\$30,000	(\$15,000)	\$0	\$15,000	Based on current level of expenditure
2049 - Advocacy & Representation	\$10,000	\$10,000	\$10,000	(\$10,000)	\$0	\$0	Allocation not required this financial year
2050 - Meeting Expenses	\$2,000	\$2,000	\$2,000	\$0	(\$2,000)	\$0	Allocation not required this financial year. Permanent savings
2094 - Legal Services	\$100,000	\$100,000	\$100,000	(\$50,000)	\$0	\$50,000	HR)
02051 - Organisational Development							
2001 - Management & Support Services	\$200,000	\$200,000	\$290,190	(\$70,000)		\$220,190	Vacant Administration Officer position / Plant Inductions Officer moved to 02162.2001
2096 - Intranet & Internet Development	\$160,000	\$160,000	\$160,000	\$45,000		\$205,000	Additional hours for RM8 integration project not in original budget
02162 - Corporate Training							
2001 - Management & Support Services	\$115,000	\$115,000	\$115,000	\$38,000		\$153,000	Vacant Specialist Position / transfer of Plant Inductions Officer wages
2153 - Career Development	\$8,000	\$8,000	\$4,000	(\$1,300)		\$2,700	No further Career development required
02164 - Recruitment & Onboarding							
2001 - Management & Support Services	\$230,000	\$230,000	\$230,000	\$0	(\$80,000)	\$150,000	Reclassification of recruitment officer positions
2150 - Advertising Expenses - Recruitment	\$40,000	\$40,000	\$40,000	(\$5,000)		\$35,000	Reduction in vacancies & advertising
2162 - Interviewing Expenses	\$2,000	\$2,000	\$2,000	(\$1,000)		\$1,000	Reduction in vacancies & filling with local applicants
2172 - Pre-Employment Checks	\$22,900	\$22,900	\$22,900	\$16,000		\$38,900	Increase in number & level of medical assessments
2174 - Relocation Assistance	\$30,000	\$30,000	\$30,000	(\$15,000)		\$15,000	Reduction in vacancies & filling with local applicants
2199 - Onboarding Expenses	\$10,000	\$10,000	\$2,500	(\$2,500)		\$0	No anticipated costs for the remainder of this year
01161 - Human Resource Operating Revenue							
1107 - Dept of Education Training &	(\$2,500)	(\$2,500)	(\$2,500)	\$2,500		\$0	Not expecting revenue this financial year
1135 - Miscellaneous Income	(\$20,000)	(\$20,000)	(\$40,000)	(\$22,500)		(\$62,500)	Estimated actual to end of June 2017
02161 - Human Resource Support						\$0	
2001 - Management & Support Services	\$330,000	\$250,474	\$200,474	\$68,000		\$268,474	HR Officer wages
2003 - Training & Development	\$0	\$0	\$0	\$561		\$561	Industrial Relations information workshop attendance not budgeted for
2094 - Legal Services	\$100,000	\$45,000	\$45,000	\$50,000		\$95,000	Finalisation of employee legal matters /investigations ongoing
2157 - Employee Assistance Program	\$10,200	\$10,200	\$10,200	(\$4,000)		\$6,200	Negotiated reduced cost
2166 - Anti - Corruption Training	\$10,000	\$10,000	\$10,000	(\$10,000)		\$0	No Training scheduled for this year
02217 - GIS/CAD Operating Expenses							
2001 - Management & Support Services	\$80,880	\$80,880	\$80,880	(\$24,630)	\$0	\$56,250	Transfer funding to ICT
2003 - Training & Development	\$2,500	\$2,500	\$2,500	(\$1,500)	\$0	\$1,000	Funding not required
SUB TOTAL - OFFICE OF THE CEO				(\$12,369)	(\$82,000)		
02701 - Corporate Community & Commercial Services Support							
2094 - Legal Services	\$40,000	\$40,000	\$40,000	\$25,000	\$0	\$65,000	To cover various legal services required - delegations, procurement & saleyards

Q3 OPERATING BUDGET AMENDMENTS

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Departments/General Ledger Numbers	Annual Original Budget 2016/17	Q1 Budget 2016/17	Q2 Budget 2016/17	Increase/Decrease for 2016/17 only	Permanent Savings	Proposed Q3 Budget Review 2016/17	Comments
02126 - Stores Operations							
2130 - Equipment Repairs	\$20,000	\$20,000	\$20,000	\$6,987	\$0	\$26,987	Reallocate to below account
2135 - Stores Shelving & Racking	\$15,000	\$10,000	\$10,000	(\$6,987)	\$0	\$3,013	As above
2003 - Training & Development	\$4,000	\$4,000	\$4,000	(\$4,000)	\$0	\$0	Reallocate to legal expenses
2125 - Purchase Small Plant & Tools	\$20,000	\$20,000	\$20,000	(\$14,173)	\$0	\$5,827	Transfer funding to plant
02128 - Resourcing and Supply							
2003 - Training & Development	\$5,000	\$5,000	\$5,000	(\$2,000)	\$0	\$3,000	Reallocate to legal expenses
2007 - Memberships & Subscriptions	\$14,000	\$14,000	\$14,000	(\$4,000)	\$0	\$10,000	Reallocate to legal expenses
SUB TOTAL - CORPORATE, COMMUNITY & COMMERCIAL SERVICES				(\$77,251)	\$0		
02880 - Economic & Community Development Support							
2500 - Special Projects/Initiatives							
WO18109.2800.2001 - Injune CHIPS Building	\$33,265	\$33,265	\$38,265	\$6,000	\$0	\$44,265	Transfer \$6000 from WO 14484.2537.2001
02881 - Tourism Operations							
2001 - Management & Support Services	\$295,738	\$296,059	\$280,737	(\$25,000)	\$0	\$255,737	Transfer to GL 2882.2001
2300 - Tourism Projects							
WO 14484.2537.2001 - Memberships & Contributions	\$30,000	\$33,679	\$33,679	(\$6,000)	\$0	\$27,679	Transfer to 9880.9612 - Design Injune Chips Building
WO 18296.2537.2001 - My Maranoa Passport	\$10,000	\$6,000	\$6,000	(\$6,000)	\$0	\$0	Transfer to Local Development Projects
2500 - Special Projects/Initiatives							
WO 17508.2800.2001 - Regional Tourism Merchandise (carry over)	\$8,543	\$8,543	\$8,543	(\$5,000)	\$0	\$3,543	Transfer to WO14477.2538.2001
02882 - Business Development Operations							
2001 - Management & Support Services	\$146,228	\$146,228	\$92,940	\$25,000	\$0	\$117,940	Transfer from GL 2881.2001
2302 - Business Development Projects							
WO 14477.2538.2001 - Memberships	\$45,000	\$45,000	\$45,000	\$5,000	\$0	\$50,000	Transfer from 17508.2880.2001
02883 - Local Development Operations							
2306 - Local Development Projects	\$10,000	\$10,000	\$10,000	\$6,000	\$0	\$16,000	Transfer from My Maranoa Passport
02885 - Arts & Culture Operations							
2001 - Management & Support Services	\$129,681	\$129,681	\$129,681	(\$30,000)	\$0	\$99,681	Transfer \$10000 to GL 2887.2412 and \$20000 to WO 18349(Capital project Arcadia Valley lookout)
02887 - Community Grants Operations							
2412 - Community Service Obligation	\$35,000	\$35,000	\$35,000	\$10,000	\$0	\$45,000	Transferred from 2885.2001
Environmental Health & Compliance - Income							
01061.1270 - Licence Fee Public Health Act 2003	(\$1,000)	(\$1,000)	(\$1,000)	\$600	\$0	(\$400)	Estimated actual to end of June 2017
01061.1273 - Licence Commercial Use of Roads	(\$500)	(\$500)	(\$500)	\$500	\$0	\$0	Estimated actual to end of June 2017

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Departments/General Ledger Numbers	Annual Original Budget 2016/17	Q1 Budget 2016/17	Q2 Budget 2016/17	Increase/Decrease for 2016/17 only	Permanent Savings	Proposed Q3 Budget Review 2016/17	Comments
01061.1274 - Street Stall Permit	(\$2,000)	(\$2,000)	(\$2,000)	\$1,000	\$0	(\$1,000)	
01061.1275 - Licence Commercial Use of Footpath	(\$500)	(\$500)	(\$500)	(\$600)	\$0	(\$1,100)	
Environmental Health & Compliance - Expenditure							
02061.2094 - Legal Services	\$20,000	\$20,000	\$20,000	\$20,000	\$0	\$40,000	To cover for additional legal fees, funding transfer from 2411.2001
02061.2180 - Licences & Inspection	\$40,000	\$40,000	\$40,000	\$29,000	\$0	\$69,000	Reallocation funds
02061.2182 - Complaints & Investigation	\$40,000	\$40,000	\$40,000	(\$29,000)	\$0	\$11,000	Reallocation funds
Rural Services - Expenditure							
02145.2179 - Weed Control	\$363,175	\$363,175	\$283,175	(\$60,000)	\$0	\$223,175	Works done on behalf of Main Roads. Costs were charged to RMPC
Waste - Revenue							
01411.1235 - Waste Management Operating Revenue : Rates Interest	(\$11,000)	(\$11,000)	(\$9,000)	(\$6,000)	\$0	(\$15,000)	Based on actual interest charged
Waste Administration - Expenditure							
02411.2001 - Management & Support Services	\$200,194	\$200,194	\$200,194	(\$20,000)	\$0	\$180,194	Transfer to legal fees 2061.2094
Waste Operations - Expenditure							
02412.2002 - Waste Management Operations & Maintenance : O & M Roma	\$1,455,148	\$1,455,148	\$1,435,148	(\$30,000)	\$0	\$1,405,148	Transfer to Surat Operations
02412.2017 - Waste Management Operations & Maintenance : O & M Surat	\$81,900	\$81,900	\$81,900	\$30,000	\$0	\$111,900	Contract value \$50,000, funding transfer from Roma operations
SUB TOTAL - DEVELOPMENT, FACILITIES & ENVIRONMENTAL SERVICES				(\$84,500)	\$0		
02201 - Infrastructure Support Services							
2001 - Management & Support Services	\$193,917	\$193,917	\$193,917	(\$6,698)	\$0	\$187,219	
2087 - Office Equipment < \$5000	\$20,000	\$20,000	\$20,000	(\$15,000)	\$0	\$5,000	Total funding not required this financial year
01392 - Energy Sector Maintenance Contracts							
1399 - QGC Contribution Operating	\$0	(\$47,073)	(\$47,073)	(\$9,286)	\$0	(\$56,359)	Based on current works to date
02392 - Energy Sector Maintenance Works							
2399 - Energy Sector Recoverable Works - QGC	\$0	\$17,585	\$17,585	\$9,286	\$0	\$26,871	Costs relating to above
01551 - Plant & Workshops Operating Revenue							
1042 - Sale of Scrap Items	(\$750,000)	(\$750,000)	(\$94,000)	\$94,000	\$0	\$0	Not expected to sell scrap items this financial year
1122 - Insurance Recoveries	\$0		\$0	(\$8,500)	\$0	(\$8,500)	Based on actual received to date
1135 - Miscellaneous Income	\$0			(\$6,323)	\$0	(\$6,323)	
1212 - Registration Refund	\$0		\$0	(\$394)	\$0	(\$394)	
02548 - Plant Management Induction and Training							
2112 - Plant Auction Costs	\$3,348	\$5,000	\$5,000	\$3,000	\$0	\$8,000	Funds required to transport item to new auction yard & decommissioning of Councils auction yard.

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Departments/General Ledger Numbers	Annual Original Budget 2016/17	Q1 Budget 2016/17	Q2 Budget 2016/17	Increase/Decrease for 2016/17 only	Permanent Savings	Proposed Q3 Budget Review 2016/17	Comments
2125 - Small plant and tools	\$0	\$0	\$0	\$14,173	\$0	\$14,173	Transfer funds from Procurement & Stores
02552 - Plant Operations & Maintenance							
2106 - Registration Prepayments	\$0	\$0	\$0	\$108,653	\$0	\$108,653	Reallocate from below account
2107 - Registration	\$350,000	\$350,000	\$350,000	(\$98,653)	\$0	\$251,347	As above
09520 - Plant Transfer to Reserves							
9660 - Transfer to Plant Reserves	\$1,660,000	\$1,708,000	\$1,708,000	(\$22,783)	\$0	\$1,685,217	
02551 - Workshop Operations & Maintenance							
2002 - O & M Roma	\$65,735	\$65,735	\$65,735	(\$20,000)	\$0	\$45,735	Estimated savings
2014 - O & M Mitchell	\$81,390	\$81,390	\$81,390	(\$20,000)	\$0	\$61,390	
2017 - O & M Surat	\$30,000	\$30,000	\$30,000	(\$18,000)	\$0	\$12,000	
2019 - O & M Yuleba	\$56,390	\$56,390	\$56,390	(\$11,000)	\$0	\$45,390	
01580 - Quarry Pits Revenue							
1025 - Private Works	\$0	\$0	\$0	(\$53,304)	\$0	(\$53,304)	Western Downs Regional Council
1532 - Internal Costs Transfer	(\$1,200,000)	(\$1,200,000)	(\$1,200,000)	(\$200,000)	\$0	(\$1,400,000)	Increase in recoveries based on current recoveries to date
02565 - Quarry Pits Compliance and Products							
2001 - Management & Support Services	\$102,392	\$102,392	\$117,392	\$31,094	\$0	\$148,486	Payment of Dept of Ag & Fisheries costs not allowed for in budget \$31,094
09529 - Quarry Pits Transfer to Reserves							
9669 - Transfer to Gravel Pits Reserves	\$250,000	\$250,000	\$250,000	\$222,210	\$0	\$472,210	
01541 - Quarry Operations Operating Revenue							
1135 - Miscellaneous Income	(\$61,725)	(\$61,725)	(\$61,725)	(\$89,000)	\$0	(\$150,725)	Based on approx. sales of \$240k/mth Apr - June
1322 - Aggregate	(\$662,626)	(\$662,626)	(\$662,626)	\$350,000	\$0	(\$312,626)	
1324 - Drainage	(\$307,958)	(\$307,958)	(\$307,958)	(\$153,000)	\$0	(\$460,958)	
1326 - Blend	(\$55,613)	(\$55,613)	(\$55,613)	(\$40,000)	\$0	(\$95,613)	
1330 - Water	\$0	\$0	\$0	(\$1,500)	\$0	(\$1,500)	
1332 - Sand	\$0	\$0	\$0	(\$10,000)	\$0	(\$10,000)	
02541 - Quarry Operations Administration							
2001 - Management & Support Services	\$85,290	\$95,290	\$95,290	\$30,000	\$0	\$125,290	Allow for 3 months of Coordinator (position transferred from RDP construction) GM/03.2017/78
2094 - Legal Services	\$0	\$0	\$0	\$30,000	\$0	\$30,000	Based on actual, no provision in original budget
02544 - Quarry Facility Operations & Maintenance							
2290 - Quarry Operations & Maintenance	\$320,000	\$320,000	\$300,000	(\$116,500)	\$0	\$183,500	expenditure
01471 - Water Operating Revenue							
1001 - Usage Charges	(\$1,500,000)	(\$1,500,000)	(\$1,500,000)	(\$210,000)	\$0	(\$1,710,000)	Estimated actuals to end of June 2017
1002 - Connection Fees	(\$15,000)	(\$15,000)	(\$15,000)	\$10,000	\$0	(\$5,000)	
1011 - Service Charges	(\$3,056,282)	(\$3,056,282)	(\$3,056,282)	(\$30,000)	\$0	(\$3,086,282)	
1015 - Water Sales Standpipe	(\$720,000)	(\$500,000)	(\$500,000)	\$200,000	\$0	(\$300,000)	
1016 - Water Standpipe Key	(\$1,000)	(\$1,000)	(\$1,000)	(\$500)	\$0	(\$1,500)	

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Departments/General Ledger Numbers	Annual Original Budget 2016/17	Q1 Budget 2016/17	Q2 Budget 2016/17	Increase/Decrease for 2016/17 only	Permanent Savings	Proposed Q3 Budget Review 2016/17	Comments
1017 - Water Sales Wash Down Facility	(\$25,000)	(\$25,000)	(\$25,000)	(\$2,000)	\$0	(\$27,000)	
1025 - Private Works	(\$5,000)	(\$5,000)	(\$5,000)	(\$30,000)	\$0	(\$35,000)	
1235 - Rates Interest	(\$50,000)	(\$50,000)	(\$50,000)	(\$5,000)	\$0	(\$55,000)	
02471 - Water Infrastructure Administration							
2003 - Training & Development	\$25,000	\$25,000	\$25,000	(\$15,000)	\$0	\$10,000	Reallocate funding to below account
2355 - Payroll Tax	\$45,000	\$45,000	\$45,000	\$15,000	\$0	\$60,000	Estimated actuals to end of June 2017
2360 - Fringe Benefits Tax	\$15,500	\$15,500	\$15,500		(\$15,500)	\$0	No FBT obligation to be paid
2412 - Community Service Obligation	\$0	\$0	\$12,241	\$8,000	\$0	\$20,241	Includes rebate for Possum Park, Cities RLFC GM/07.2016/59 and Mitchell Golf Club water GM/12.2016/62
02478 - Water Private Works							
2025 - Private Works	\$15,000	\$15,000	\$15,000	\$15,000	\$0	\$30,000	Based on current level of revenue received
02652 - Laboratory Operating Expenses							
02652.2001 - Management & Support Services	\$175,028	\$90,000	\$90,000	(\$30,000)	\$0	\$60,000	Position vacant for three months - estimate approx. \$25,000
09505 - Water Infrastructure Transfer to Reserves							
9652 - Transfer to Water Reserves	\$1,413,094	\$1,330,372	\$1,313,131	\$74,500	\$15,500	\$1,403,131	
01481 - Sewerage Operating Revenue							
1002 - Connection Fees	(\$15,000)	(\$15,000)	(\$15,000)	(\$15,000)	\$0	(\$30,000)	Estimated actuals to end of June 2017
1011 - Service Charges	(\$2,437,820)	(\$2,437,820)	(\$2,437,820)	(\$25,000)	\$0	(\$2,462,820)	
1026 - Grey Water & Septic Disposal Fees	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	\$0	(\$2,000)	
1028 - Trade Waste Application Fees	(\$500)	(\$500)	(\$500)	(\$100)	\$0	(\$600)	
1235 - Rates Interest	(\$16,458)	(\$16,458)	(\$16,458)	(\$10,000)	\$0	(\$26,458)	
02481 - Sewerage Infrastructure Administration							
2355 - Payroll Tax	\$21,843	\$21,843	\$21,843	\$10,000	\$0	\$31,843	Estimated actuals to end of June 2017
2410 - Internal Department Recovery	\$0	\$0	\$15,000	\$5,000	\$0	\$20,000	
02482 - Sewerage Reticulation Operations & Maintenance							
2012 - O & M Injune	\$25,000	\$25,000	\$35,000	\$15,000	\$0	\$50,000	Reallocate funds to below account
2014 - O & M Mitchell	\$105,000	\$105,000	\$105,000	(\$15,000)	\$0	\$90,000	As above
09510 - Sewerage Transfer to Reserve							
9654 - Transfer to Sewerage Reserves	\$1,121,435	\$1,136,435	\$1,106,435	\$32,100	\$0	\$1,138,535	
01421 - Gas Network Operating Revenue							
1003 - Gas Reconnection Fees	(\$10,000)	(\$10,000)	(\$10,000)	(\$5,000)	\$0	(\$15,000)	Estimated actuals to end of June 2017
02421 - Gas Network Operating Expenses							
2001 - Management & Support Services	\$100,536	\$92,208	\$92,208	(\$27,000)	\$0	\$65,208	Vacant position not expected to be filled by 30/6/2017

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Departments/General Ledger Numbers	Annual Original Budget 2016/17	Q1 Budget 2016/17	Q2 Budget 2016/17	Increase/Decrease for 2016/17 only	Permanent Savings	Proposed Q3 Budget Review 2016/17	Comments
09501 - Gas Network Transfer to Reserves							
9650 - Transfer to Gas Reserves	\$354,714	\$390,714	\$390,714	\$32,000	\$0	\$422,714	
01261 - Roads Drainage and Parks Operating Revenue							
1056 - Gates & Grids Application Fee			\$0	(\$281)	\$0	(\$281)	Estimated actuals to end of June 2017
1061 - Commercial Access Permit	(\$1,000)	(\$1,000)	(\$1,000)	(\$250)	\$0	(\$1,250)	
1063 - Low Impact Permit			\$0	(\$790)	\$0	(\$790)	
1065 - Pipeline Permit	\$0	\$0	\$0	(\$6,289)	\$0	(\$6,289)	
1127 - Local Government GSP	\$0	\$0	(\$22,377)	(\$2,458)	\$0	(\$24,835)	
1135 - Miscellaneous Income			\$0	(\$1,264)	\$0	(\$1,264)	
02338 - Street Lighting							
2002 - Street Lighting : O & M Roma	\$191,700	\$191,700	\$191,700	(\$20,000)	\$0	\$171,700	Reallocate funding - no budget impact
2014 - Street Lighting : O & M Mitchell	\$42,000	\$42,000	\$42,000	\$20,000	\$0	\$62,000	Reallocate funding - no budget impact
02232 - Parks (Named/Designated)							
2002 - O & M Roma	\$170,000	\$170,000	\$170,000	\$41,000	\$0	\$211,000	Reallocate funding - no budget impact
2012 - O & M Injune	\$135,000	\$135,000	\$135,000	(\$78,000)	\$0	\$57,000	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$200,000	\$200,000	\$200,000	(\$12,000)	\$0	\$188,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$150,000	\$150,000	\$150,000	(\$46,000)	\$0	\$104,000	Reallocate funding - no budget impact
2018 - O & M Wallumbilla	\$40,000	\$40,000	\$40,000	(\$8,000)	\$0	\$32,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$100,000	\$100,000	\$100,000	(\$50,000)	\$0	\$50,000	Reallocate funding - no budget impact
02233 - Grounds - Cemeteries							
2000 - Budget Only							
2002 - O & M Roma	\$87,000	\$87,000	\$87,000	\$27,000	\$0	\$114,000	Reallocate funding - no budget impact
2011 - O & M Amby	\$0	\$0	\$0	\$2,000	\$0	\$2,000	Reallocate funding - no budget impact
2012 - O & M Injune	\$8,000	\$8,000	\$8,000	\$3,000	\$0	\$11,000	Reallocate funding - no budget impact
2013 - O & M Jackson	\$1,500	\$1,500	\$1,500	(\$500)	\$0	\$1,000	Reallocate funding - no budget impact
2016 - O & M Mungallala	\$0	\$0	\$0	\$10,000	\$0	\$10,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$9,000	\$9,000	\$9,000	\$4,000	\$0	\$13,000	Reallocate funding - no budget impact
2018 - O & M Wallumbilla	\$1,000	\$1,000	\$1,000	\$23,000	\$0	\$24,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$7,000	\$7,000	\$7,000	\$13,500	\$0	\$20,500	Reallocate funding - no budget impact
02234 - Facilities - Council Offices & Depot							
2012 - O & M Injune	\$23,000	\$23,000	\$23,000	(\$20,000)	\$0	\$3,000	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$25,000	\$25,000	\$25,000	(\$10,000)	\$0	\$15,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$5,000	\$5,000	\$5,000	\$3,500	\$0	\$8,500	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$5,000	\$5,000	\$5,000	(\$500)	\$0	\$4,500	Reallocate funding - no budget impact
02235 - Facilities - Halls & Community Centres							
2002 - O & M Roma	\$60,000	\$60,000	\$60,000	\$22,000	\$0	\$82,000	Reallocate funding - no budget impact
2011 - O & M Amby	\$0	\$0	\$0	\$500	\$0	\$500	Reallocate funding - no budget impact
2012 - O & M Injune	\$5,500	\$5,500	\$5,500	(\$5,000)	\$0	\$500	Reallocate funding - no budget impact
2013 - O & M Jackson	\$8,500	\$8,500	\$8,500	\$7,000	\$0	\$15,500	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$1,800	\$1,800	\$1,800	\$5,000	\$0	\$6,800	Reallocate funding - no budget impact
02236 - Grounds - Footpath Mowing							
2002 - O & M Roma	\$325,000	\$325,000	\$325,000	\$62,000	\$0	\$387,000	Reallocate funding - no budget impact

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Departments/General Ledger Numbers	Annual Original Budget 2016/17	Q1 Budget 2016/17	Q2 Budget 2016/17	Increase/Decrease for 2016/17 only	Permanent Savings	Proposed Q3 Budget Review 2016/17	Comments
2012 - O & M Injune	\$30,000	\$30,000	\$30,000	\$22,000	\$0	\$52,000	Reallocate funding - no budget impact
2013 - O & M Jackson	\$7,000	\$7,000	\$7,000	\$2,000	\$0	\$9,000	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$85,000	\$85,000	\$85,000	\$5,000	\$0	\$90,000	Reallocate funding - no budget impact
2015 - O & M Muckadilla	\$3,000	\$3,000	\$3,000	\$1,000	\$0	\$4,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$82,000	\$82,000	\$82,000	(\$45,000)	\$0	\$37,000	Reallocate funding - no budget impact
2018 - O & M Wallumbilla	\$54,000	\$54,000	\$54,000	(\$10,000)	\$0	\$44,000	Reallocate funding - no budget impact
02237 - Grounds - Sport & Recreation							
2012 - O & M Injune	\$25,000	\$25,000	\$25,000	(\$10,000)	\$0	\$15,000	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$50,000	\$50,000	\$50,000	\$5,000	\$0	\$55,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$25,000	\$25,000	\$25,000	(\$5,000)	\$0	\$20,000	Reallocate funding - no budget impact
2018 - O & M Wallumbilla	\$30,000	\$30,000	\$30,000	\$31,000	\$0	\$61,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$10,000	\$10,000	\$10,000	(\$2,000)	\$0	\$8,000	Reallocate funding - no budget impact
02238 - Grounds - Town Entrances & Street Gardens							
2012 - O & M Injune	\$20,000	\$20,000	\$20,000	(\$6,000)	\$0	\$14,000	Reallocate funding - no budget impact
2013 - O & M Jackson	\$3,000	\$3,000	\$3,000	\$4,000	\$0	\$7,000	Reallocate funding - no budget impact
2015 - O & M Muckadilla	\$2,000	\$2,000	\$2,000	\$2,000	\$0	\$4,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$10,000	\$10,000	\$10,000	\$7,000	\$0	\$17,000	Reallocate funding - no budget impact
2018 - O & M Wallumbilla	\$14,000	\$14,000	\$14,000	(\$4,000)	\$0	\$10,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$13,000	\$13,000	\$13,000	\$1,500	\$0	\$14,500	Reallocate funding - no budget impact
02239 - Grounds - Vacant Land							
2002 - O & M Roma	\$23,000	\$23,000	\$23,000	\$7,000	\$0	\$30,000	Reallocate funding - no budget impact
2012 - O & M Injune	\$15,000	\$15,000	\$15,000	\$1,500	\$0	\$16,500	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$20,000	\$20,000	\$20,000	(\$10,000)	\$0	\$10,000	Reallocate funding - no budget impact
2015 - O & M Muckadilla	\$1,000	\$1,000	\$1,000	\$5,000	\$0	\$6,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$8,000	\$8,000	\$8,000	\$14,000	\$0	\$22,000	Reallocate funding - no budget impact
2018 - O & M Wallumbilla	\$5,000	\$5,000	\$5,000	\$6,000	\$0	\$11,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$10,000	\$10,000	\$10,000	(\$5,000)	\$0	\$5,000	Reallocate funding - no budget impact
02242 - Facilities - Tourism							
2002 - O & M Roma	\$90,000	\$90,000	\$90,000	\$26,000	\$0	\$116,000	Reallocate funding - no budget impact
2012 - O & M Injune	\$10,000	\$10,000	\$10,000	\$4,000	\$0	\$14,000	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$2,000	\$2,000	\$2,000	\$3,000	\$0	\$5,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$3,000	\$3,000	\$3,000	\$5,500	\$0	\$8,500	Reallocate funding - no budget impact
2018 - O & M Wallumbilla	\$20,000	\$20,000	\$20,000	\$10,000	\$0	\$30,000	Reallocate funding - no budget impact
02245 - Team Leader Salaries and Wages (Office Work)							
2002 - O & M Roma	\$30,000	\$30,000	\$30,000	\$33,000	\$0	\$63,000	Reallocate funding - no budget impact
2012 - O & M Injune	\$20,000	\$20,000	\$20,000	(\$20,000)	\$0	\$0	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$20,000	\$20,000	\$20,000	\$3,500	\$0	\$23,500	Reallocate funding - no budget impact
2017 - O & M Surat	\$20,000	\$20,000	\$20,000	\$34,000	\$0	\$54,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$20,000	\$20,000	\$20,000	\$5,000	\$0	\$25,000	Reallocate funding - no budget impact
02250 - Council Events - Works Support							
2012 - O & M Injune	\$10,000	\$10,000	\$10,000	(\$6,000)	\$0	\$4,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$10,000	\$10,000	\$10,000	(\$3,000)	\$0	\$7,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$10,000	\$10,000	\$10,000	(\$4,500)	\$0	\$5,500	Reallocate funding - no budget impact

Q3 OPERATING BUDGET AMENDMENTS

ATTACHMENT 2

Departments/General Ledger Numbers	Annual Original Budget 2016/17	Q1 Budget 2016/17	Q2 Budget 2016/17	Increase/Decrease for 2016/17 only	Permanent Savings	Proposed Q3 Budget Review 2016/17	Comments
02332 - Urban Streets Operations & Maintenance							
2002 - O & M Roma	\$300,000	\$300,000	\$300,000	\$60,000	\$0	\$360,000	Reallocate funding - no budget impact
2012 - O & M Injune	\$115,000	\$115,000	\$115,000	(\$3,000)	\$0	\$112,000	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$100,000	\$100,000	\$100,000	(\$35,000)	\$0	\$65,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$80,000	\$80,000	\$65,000	\$28,000	\$0	\$93,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$80,000	\$80,000	\$80,000	(\$12,500)	\$0	\$67,500	Reallocate funding - no budget impact
02334 - Footpaths Maintenance							
2002 - O & M Roma	\$35,000	\$35,000	\$35,000	\$18,000	\$0	\$53,000	Reallocate funding - no budget impact
2012 - O & M Injune	\$7,000	\$7,000	\$7,000	(\$7,000)	\$0	\$0	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$47,000	\$47,000	\$47,000	\$15,000	\$0	\$62,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$3,000	\$3,000	\$3,000	\$12,000	\$0	\$15,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$6,000	\$6,000	\$6,000	\$4,000	\$0	\$10,000	Reallocate funding - no budget impact
02335 - Kerb & Channel Operations & Maintenance							
2002 - O & M Roma	\$180,000	\$180,000	\$180,000	\$55,000	\$0	\$235,000	Reallocate funding - no budget impact
2012 - O & M Injune	\$20,000	\$20,000	\$20,000	(\$6,500)	\$0	\$13,500	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$70,000	\$70,000	\$70,000	(\$25,000)	\$0	\$45,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$25,000	\$25,000	\$25,000	\$5,000	\$0	\$30,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$20,000	\$20,000	\$20,000	(\$3,000)	\$0	\$17,000	Reallocate funding - no budget impact
02337 - Stormwater Operations & Maintenance							
2002 - O & M Roma	\$1,000	\$1,000	\$1,000	\$6,000	\$0	\$7,000	Reallocate funding - no budget impact
2012 - O & M Injune	\$6,000	\$6,000	\$6,000	(\$1,000)	\$0	\$5,000	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$15,000	\$15,000	\$15,000	\$25,000	\$0	\$40,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$1,000	\$1,000	\$1,000	\$5,000	\$0	\$6,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$2,000	\$2,000	\$2,000	\$4,000	\$0	\$6,000	Reallocate funding - no budget impact
02333 - Rural Roads Operations & Maintenance							
2002 - O & M Roma	\$2,000,000	\$2,000,000	\$2,000,000	(\$100,000)	\$0	\$1,900,000	Reallocate funding - no budget impact
2012 - O & M Injune	\$1,500,000	\$1,500,000	\$1,500,000	(\$200,000)	\$0	\$1,300,000	Reallocate funding - no budget impact
2014 - O & M Mitchell	\$2,000,000	\$2,000,000	\$2,000,000	(\$45,000)	\$0	\$1,955,000	Reallocate funding - no budget impact
2017 - O & M Surat	\$1,500,000	\$1,500,000	\$1,500,000	(\$50,000)	\$0	\$1,450,000	Reallocate funding - no budget impact
2019 - O & M Yuleba	\$600,000	\$600,000	\$600,000	\$150,000	\$0	\$750,000	Reallocate funding - no budget impact
01348 - RMPC Recoverable Works Revenue							
1115 - Department of Main Roads	(\$2,563,673)	(\$2,563,673)	(\$2,563,673)	(\$203,827)	\$0	(\$2,767,500)	Additional works approved
01601 - Roads & Drainage Private Works							
1025 - Private Works	(\$350,000)	(\$350,000)	(\$350,000)	\$100,000	\$0	(\$250,000)	Based on current revenue to date
02348 - RMPC							
2022 - RMPC : O & M Regional	\$2,420,942	\$2,420,942	\$2,420,942	\$94,967	\$0	\$2,515,909	Estimated costs to cover additional works approved
02601 - Roads & Drainage Private Works Costs							
2025 - Private Works	\$300,000	\$300,000	\$300,000	(\$90,000)	\$0	\$210,000	Costs based on current revenue to date

Q3 OPERATING BUDGET AMENDMENTS

ATTACHMENT 2

Departments/General Ledger Numbers	Annual Original Budget 2016/17	Q1 Budget 2016/17	Q2 Budget 2016/17	Increase/Decrease for 2016/17 only	Permanent Savings	Proposed Q3 Budget Review 2016/17	Comments
SUB TOTAL - INFRASTRUCTURE SERVICES				(\$117,717)	\$0		
TOTAL NET MOVEMENT - Q3 OPERATING BUDGET 2016/17				(\$291,837)	(\$82,000)	(\$373,837)	
Summary:							
Operating Revenue				(\$196,365)			Increase
Internal Recovery				(\$200,000)			Increase
Operating Expenses				(\$271,782)	(\$82,000)		Decrease
Transfers to & from Reserves				\$376,310			Increase
TOTAL NET MOVEMENT - Q3 OPERATING BUDGET 2016/17				(\$291,837)	(\$82,000)		

Q3 CAPITAL WORKS AMENDMENTS

ATTACHMENT 3

Work Order	Project Name	Original Budget	Q1 Budget Update	Q2 Review	Q3 Review	Increase/ Decrease	Reason for budget change	Grants/ Subsidy	Special charge/ Contribution	Santos/ Origin	Reserves	General Revenue
18448	Fletchers Lane 0 - 0.2kms Rehabilitation	30,800	30,800	30,800	32,278	1,478	It is recommended to increase budget due to higher seal costs					32,278
18439	Redford Road 72.6 - 90.4 Rehabilitation	1,208,740	1,208,740	1,208,740	787,884	-420,856	It is recommended to reduce budget as project has been completed under budget due to an alternate gravel source available which resulted in lower costs	787,884				-
18449	Daisybank Road 9 - 9.8kms Gravel Resheet	38,400	38,400	38,400	37,661	-739	It is recommended to reduce budget as project has been completed under budget					37,661
18461	Eulorel Road 0.7 - 7.6kms Gravel Resheet	414,000	414,000	414,000	235,000	-179,000	It is recommended to reduce budget as project has been completed under budget	235,000				-
18440	Middle Road 66.4 - 72kms Gravel Resheet	302,400	302,400	302,400	330,100	27,700	It is recommended to increase budget with reduction in WO18441 Middle Road	330,100				-
18441	Middle Road 92.8 - 95.1kms Gravel Resheet	138,000	138,000	138,000	54,939	-83,061	It is recommended to reduce budget as project has been completed under budget and all funding from R2R. Transfer underspend to WO18440				54,939	-
18450	Six Mile Lane 4.6 - 6kms Gravel Resheet	67,200	67,200	67,200	39,220	-27,980	It is recommended to reduce budget as project has been completed under budget	39,220				-
18442	Tomoo Road 0 - 2.2kms Rehabilitation	176,000	264,000	264,000	251,248	-12,752	It is recommended to reduce budget as project has been completed under budget					251,248
18632	Orallo Road 1.8 - 1.9 & 2.78 - 5.68kms shoulder resheet			52,880	130,000	77,120	It is recommended to increase budget due to extent of damage to road shoulders deteriorating substantially before works commenced. Proposed to fund budget overrun by other project under-expenditure.				-	130,000
18728	Injune Taroom Road install box culvert at chainage approx. 900m				31,818	31,818	GM/02.2017/55 22/02/2017 design and installation of a concrete box culvert at approx. chainage 900m				31,818	-
18486	Corfe Road (Duke St to Currey St) gravel resheet	56,760	56,760	56,760	39,513	-17,247	It is recommended to reduce budget as project has been completed under budget					39,513
18419	Philip Street Roma Removal of existing gardens in Philip St & to be replaced by bitumen	15,000	15,000	15,000	50,000	35,000	It is recommended to increase budget due to scope of works to include removal of existing vegetation that has reached end of life and replacement with drought tolerant species and decorative items.				15,000	35,000
18417	Riverside Park Surat Install hard roof shade structure over existing Play Equipment (Bat Droppings Issues)	10,000	10,000	15,752	16,322	570	It is recommended to increase budget as project is complete with a minor cost overrun					16,322

Q3 CAPITAL WORKS AMENDMENTS

ATTACHMENT 3

Work Order	Project Name	Original Budget	Q1 Budget Update	Q2 Review	Q3 Review	Increase/Decrease	Reason for budget change	Grants/ Subsidy	Special charge/ Contribution	Santos/ Origin	Reserves	General Revenue
18375	Roma Airport Runway	5,283,948	4,772,366	147,000	183,948	36,948	It is recommended to increase budget as it is now anticipated that more expenditure will be spent in 16/17 with remainder of budget to carry over (\$5200,000)		-	-	183,948	-
18382	Hardstand Roma Depot	15,000	15,000	15,000	6,609	-8,391	It is recommended to reduce budget as project has been completed under budget					6,609
18307	Maranoa Road - sections 4.70 - 5.80km, 6.30 - 11.50km Widen shoulders and seal	720,000	720,000	720,000	718,391	-1,609	It is recommended to reduce budget as project has been completed under budget	718,391				-
18430	Bollon Road - 69.6-85.94km 138 - 160km Gravel Resheet	1,080,000	1,080,000	1,080,000	1,000,366	-79,634	It is recommended to reduce budget as project has been completed under budget	1,000,366				-
18310	Westgrove Road - 53.42-66.70kms 48.8 - 66.7m Gravel Resheet	1,400,000	1,400,000	1,400,000	1,400,000	-	GM/03.2017/12 8/03/2017 Amend section to chainage 48.8km to 66.7km	700,000			700,000	-
18456	Ashmount Road 45.625 - 47.7km Gravel Resheet	149,400	149,400	149,400	124,687	-24,713	It is recommended to reduce budget as project has been completed under budget	124,687				-
18464	Fernleigh Road 0 - 1km Gravel Resheet	54,000	54,000	54,000	39,510	-14,490	It is recommended to reduce budget as project has been completed under budget					39,510
18462	Fernleigh Wyena Road Gravel Resheet	117,120	117,120	117,120	38,702	-78,418	It is recommended to reduce budget as project has been completed under budget				38,702	-
18447	Mt Abundance 44.5-48.1kms 39.40 - 48.1km widen and seal	630,000	630,000	630,000	630,000	-	GM/02.2017/74 22/02/2017 Amend section to chainage 39.4km to 48.1km	630,000				-
18433	Warrong Road 60.5 - 62.4kms rehabilitation	146,300	146,300	146,300	119,724	-26,576	It is recommended to reduce budget as project has been completed under budget	119,724				-
18458	Begonia Road 3.9 - 6.1kms Gravel Resheet	132,000	132,000	132,000	98,571	-33,429	It is recommended to reduce budget as project has been completed under budget	79,301				19,270
18463	Clarke's Creek Road 4 - 4.4kms Gravel Resheet	28,800	28,800	28,800	-	-28,800	It is recommended to defer project based on currently in good condition					-
18428	Kooragan Road 10 - 12kms Gravel Resheet	120,000	120,000	120,000	53,639	-66,361	It is recommended to reduce budget as project has been completed under budget	37,239			12,880	3,520
18459	Thomby Road 11.7-16kms 21.3 - 28.4km Gravel Resheet	361,200	361,200	416,640	255,578	-161,062	It is recommended to reduce budget as project has been completed under budget with all funding from R2R	255,578				-
18438	Warrong Road 55.23 - 58.7kms Gravel Resheet	208,200	208,200	208,200	82,264	-125,936	It is recommended to reduce budget as project has been completed under budget	82,264				-

Q3 CAPITAL WORKS AMENDMENTS

ATTACHMENT 3

Work Order	Project Name	Original Budget	Q1 Budget Update	Q2 Review	Q3 Review	Increase/ Decrease	Reason for budget change	Grants/ Subsidy	Special charge/ Contribution	Santos/ Origin	Reserves	General Revenue
18423	Big Rig Parklands Refurbishment of Seating areas, BBQ etc	60,000	60,000	60,000	89,553	29,553	Additional funds requested to allow full scope of project to be undertaken. Additional funds to be drawn from underrun on WO 17596.				60,000	29,553
18416	Memorial Park Mitchell Installation of Shade structure over existing Play Equipment	25,000	25,000	15,343	15,661	318	It is recommended to increase budget as project is complete with a minor cost overrun					15,661
18420	Scar Tree Area Amby Replace gravel areas and install weed matting	25,000	25,000	25,000	18,744	-6,256	It is recommended to reduce budget as project has been completed under budget					18,744
18422	Rec Ground Mungallala Replace swing set and slide	10,000	10,000	10,000	12,500	2,500	It is recommended to increase budget as project is complete with a minor cost overrun					12,500
18424	Footpath - 51 Wyndham Street Footpath Upgrade (McDowall to Mitre 10)	44,000	44,000	44,000	55,000	11,000	It is recommended to increase budget due to pavers being used in order to match with existing pathways					55,000
18425	Wyndham Street Carpark to PO Footpaths (McDowall to Carpark)	48,100	48,100	48,100	37,000	-11,100	It is recommended to reduce budget as project has been completed under budget					37,000
18426	Quintin Street, Roma - footpath upgrade Reinstate existing pathway with 4.5m wide concrete footpath (design standard for commercial) - Video shop - Laundromat 65 m x 4.5 m	37,000	37,000	37,000	46,000	9,000	It is recommended to increase budget due to pavers being used in order to match with existing pathways					46,000
18629	Arthur Street Installation/replace stormwater infrastructure	-	78,415	96,954	116,800	19,846	Additional funds requested to enable full completion of scope as approved by Council				116,800	-
18389	Muckadilla Poly line Renewal	32,000	32,000	32,000	15,672	-16,328	It is recommended to reduce budget as project has been completed under budget	-	-	-	15,672	-
18390	Roma Telstra Tower Water Service Renewal	9,500	9,500	9,500	12,381	2,881	It is recommended to increase budget as project is complete with a minor cost overrun	-	-	-	12,381	-
18399	Mary St Main Renewal	70,000	70,000	70,000	57,936	- 12,064	It is recommended to reduce budget as project has been completed under budget	-	-	-	57,936	-
18400	Louisa St Main Renewal	32,000	32,000	32,000	33,198	1,198	It is recommended to increase budget as project is complete with a minor cost overrun	-	-	-	33,198	-
18401	Edinburgh St Main Renewal	22,300	22,300	22,300	18,298	- 4,002	It is recommended to reduce budget as project has been completed under budget				18,298	-
18392	Colts Oval Water Service Renewal	6,600	6,600	6,600	3,907	- 2,693	It is recommended to reduce budget as project has been completed under budget				3,907	-
18404	Hawthorne St New Water Main installation	15,500	15,500	15,500	17,500	2,000	It is recommended to increase budget as project is complete with a minor cost overrun				17,500	-

Q3 CAPITAL WORKS AMENDMENTS

ATTACHMENT 3

Work Order	Project Name	Original Budget	Q1 Budget Update	Q2 Review	Q3 Review	Increase/ Decrease	Reason for budget change	Grants/ Subsidy	Special charge/ Contribution	Santos/ Origin	Reserves	General Revenue
18393	2 Mile Lane Rural Connection Renewal	41,500	41,500	41,500	12,990	-28,510	It is recommended to reduce budget as project has been completed under budget				12,990	-
18407	Low Reservoir vermin proofing	20,000	20,000	20,000	10,000	- 10,000	It is recommended to reduce budget as project is underway with anticipated savings on completion				10,000	-
18402	Ann St Main Renewal	44,000	44,000	44,000	29,943	-14,057	It is recommended to reduce budget as project has been completed under budget				29,943	-
18408	Valve Installation program	14,400	14,400	14,400	12,476	-1,924	It is recommended to reduce budget as project has been completed under budget				12,476	-
18651	Miscamble St Roma Reservoir and boost pump			377,000	50,000	-327,000	It is recommended to reduce 16/17 budget and carry over to 17/18 as project is due to commence 22/06/2017 and will not be completed by 30/06/2017+H71				50,000	-
18706	Delivery main from northern bore to Northern Road Roma				650,000	650,000	GM/02.2017/47 22/02/2017 W4Q funding - total project cost \$650,000 with \$500,000 funding \$150,000 MRC	500,000			150,000	-
18705	New Northern bore and booster system				100,000	100,000	GM/02.2017/47 22/02/2017 W4Q funding - total project cost \$950,000 with \$850,000 funding \$100,000 MRC. \$100k of work expected to be completed in 16/17 with remaining works completed in 17/18	100,000				-
18411	Warrego Hwy Gas Main Renewal	150,000	150,000	25,250	0	- 25,250	It is recommended to defer project until 2017/18					-
18452	Warroby Lane Rehabilitation	47,282	47,282	47,282	55,703	8,421	It is recommended to increase budget as works were completed with minor cost overrun			55,703		-
18453/1818 6	Mt Saltbush Rehabilitation	89,750	89,750	89,750	141,703	51,953	It is recommended to increase budget to cover additional costs due to additional area being stabilised that was originally scoped.			141,703		-
18454/1818 3	The Bend Road Rehabilitation	226,015	226,015	226,015	166,818	- 59,197	It is recommended to reduce budget as project has been completed under budget			166,818		-
18455/1818 4	Blythdale North Road Rehabilitation	165,534	165,534	165,534	144,051	-21,483	It is recommended to reduce budget as project has been completed under budget			144,051		-
18429	Arcadia Valley Road Isolated Shoulder Resheeting	55,353	55,353	55,353	42,776	-12,577	It is recommended to reduce budget as project has been completed under budget			42,776		-
18468	Wybara Road Shoulder Resheet and Pavement Rehabilitation	800,754	800,754	800,754	620,000	-180,754	It is recommend to reduce budget based on revised estimate to complete			620,000		-

Q3 CAPITAL WORKS AMENDMENTS

ATTACHMENT 3

Work Order	Project Name	Original Budget	Q1 Budget Update	Q2 Review	Q3 Review	Increase/ Decrease	Reason for budget change	Grants/ Subsidy	Special charge/ Contribution	Santos/ Origin	Reserves	General Revenue
17461	Ivy St Stormwater remediation - Stage 1 & 2	551,734	551,734	-	8,851	8,851	It is recommended to increase budget to cover minor costs incurred prior to construction planned to be undertaken in 17/18		8,851			
17664	Roma CBD Stage 2 Arthur McDowall St Intersections	879,285	1,764,929	1,769,929	1,847,911	77,982	Additional funds requested to enable full completion of scope as approved by Council				1,819,911	28,000
17665	Roma CBD Cnr Hawthorne & McDowell Sts	499,058	212,058	212,058	209,618	-2,440	It is recommended to reduce budget as project has been completed under budget		-		209,618	
17596	Big Rig Parklands Pond repairs	48,198	48,198	48,198	18,645	-29,553	It is recommended to reduce budget as project has been completed under budget and reallocate funds to WO18423 Big Rig Project					18,645
17605, 17606, 17607, 17608, 17609, 17610, 17611, 17612, 17613	K&C Roma	162,809	162,809	162,809	57,457	-105,352	It is recommended to reduce budget as project has been completed under budget					57,457
17583	Quarry Entrance Upgrade	110,000	110,000	110,000	-	-110,000	It is recommended to carry over project to 17/18		-			
15221 & 8981	Wallumbilla North Road	441,672	441,672	441,672	-	-441,672	It is recommended to remove funding from program as advice has been received the funding (R4R) no longer available		-			
18007	Westgrove Road	170,044	170,044	202,360	224,000	21,640	It is recommended to increase budget due to higher haulage costs of the gravel	224,000	-			
18009	Bollon Road	22,764	20,271	20,243	17,899	- 2,344	It is recommended to reduce budget as project has been completed under budget	17,899	-			
18301	Womblebank Gap	146,245	146,245	140,333	186,884	46,551	It is recommended to increase budget to cover additional costs due to additional area being stabilised that was originally scoped.	186,884	-			
15391	Rural Roads Cap Upgrade Injune - Injune Taroom Road 0.5 - 23.50kms	5,000	5,000	5,000	4,323	-677	It is recommended to reduce budget as project has been completed under budget			4,323		
15678	Rural Roads Cap Upgrade Yuleba Upgrade Lambing Flats Road	150,817	150,817	150,817	157,398	6,581	It is recommended to increase budget as project is complete with a minor cost overrun			157,398		
15914	Rural Roads Capital Upgrade Yuleba Santos GLNG - Pickanjinie Road	4,032,433	4,032,433	4,032,433	3,799,705	-232,728	It is recommended to reduce budget as project has been completed			3,799,705		
17754	Rural Roads Cap Upgrade Origin APLNG Cattle Creek 0 -20.63km	2,440,158	2,440,158	1,899,932	1,944,488	44,556	It is recommended to increase budget to enable full completion of approved scope.			1,944,488		

Q3 CAPITAL WORKS AMENDMENTS

ATTACHMENT 3

Work Order	Project Name	Original Budget	Q1 Budget Update	Q2 Review	Q3 Review	Increase/ Decrease	Reason for budget change	Grants/ Subsidy	Special charge/ Contribution	Santos/ Origin	Reserves	General Revenue
17815	Rural Roads Cap Upgrade Santos GLNG Arcadia Rehab	421,552	218,745	218,745	202,076	-16,669	It is recommended to reduce budget as project has been completed under budget			202,076		
17992	Rural Roads Cap Upgrade Santos GLNG Duck Creek Resheet	192,168	192,168	192,168	29,717	-162,451	It is recommended to reduce budget as project has been completed under budget			29,717		
18017	Rural Roads Capital Upgrade Santos GLNG Cottage Creek Rehab	68,409	68,409	68,409	-	-68,409	It is recommended to reduce budget as project has been completed under budget		-			
15201	Stage 2a RFMP	4,231,623	4,647,623	3,600,000	668,975	- 2,931,025	It is recommended to reduce budget and carryover to 17/18 based on current estimate of works to be completed in 16/17	668,975	-			
18170	Stage 2b RFMP	3,303,452	3,303,452	300,000	521,112	221,112	It is recommended to increase budget as original budget was reduced based on estimated works planned for 16/17 however a number of design changes have increased costs for 16/17	521,112	-			
17587	Plant & Equipment (Levee Bank)	24,579	24,579	24,579	-	-24,579	It is recommended to defer remaining budget to 17/18 as pump shed cannot be installed until the defects for RFMP Stage 1 have been addressed		-			
17417	Roma Sewer Main Upgrade - Northern Rd	1,029,077	1,029,077	1,029,077	981,365	-47,712	It is recommended to reduce budget as project has been completed under budget		-		981,365	
15164 & 15226	Street lighting	89,594	89,594	353	5,000	4,647	It is recommended to increase budget as the original budget was reduced in Q2 based on no installations/works however works undertaken for High St Wallumbilla					5,000
15225 18688 18792	Construction of paved footpath 18-20 Hawthorne Street Roma	42,120	42,120	15,000	37,500	22,500	GM/12.2016/09 estimated total cost of \$22,735 with a contribution of \$11,500 from external It is recommended to increase MRC contribution due to pavers being used in order to match existing pathways					37,500
TOTALS INFRASTRUCTURE SERVICES		\$25,043,642	\$ 20,297,506	(\$4,746,135)		\$7,358,624	\$ 8,851	\$7,308,758	\$ 4,649,282	\$971,991		
18349	Arcadia Valley Lookout Upgrade	25,000	25,000	25,000	45,000	20,000	Additional funding required to complete project. Funding transfer from GL 2885.2001	12,500				32,500
17457	Mosaic/bench seat for new toilet block in Roma	20,000	20,000	20,000	30,000	10,000	Project updated to include 2 panels of laser cut metal - extra funding required to complete the work					30,000
New	Bathroom renew 43 William St	0	0	0	0	10,000	\$10,000 moved to Surat Bathroom renewal GM/04.2017/30					10,000
Grand Total				\$25,088,642	\$20,382,506	(\$4,706,136)		\$7,371,124	\$8,851	\$7,308,758	\$4,649,282	\$1,044,491

OFFICER REPORT

Meeting: General 24 May 2017

Date: 17 May 2017

Item Number: 11.2

File Number: D17/37139

SUBJECT HEADING: Monthly Financial Statements April 2017

Classification: Open Access

Officer's Title: Specialist - Finance Systems Support

Executive Summary:

The purpose of this report is for Council to receive a monthly financial report in accordance with section 204 of the *Local Government Regulation 2015* for the month of April 2017.

Officer's Recommendation:

That the financial reports to 30 April 2017 be received and noted.

Body of Report:

This item tables the financial reports and Investment report to 30 April 2017.

Financial Commentary

For the ten months ended 30 April 2017 Council's total actual operating revenue was \$62.9m representing 89.1% of budget with 83.33% of the year elapsed.

Total employee costs of \$30.9m has already exceeded the annual budget of \$30.5m, which like last month is due to operational works budgeted under other expenses resource group. This will be allowed for in Q3.

Total capital expenditure is now is 47.6% of budget with two months of the year remaining. It should be noted that the depreciation reflected in the statements represents Council plant depreciation only for the 10 months ended 30 April 2017.

Year to date interest earned is \$1,432,904 representing 90.7% of the budgeted revenue (compared with 83.33% of the year lapsed).

Consultation (internal/external):

Director Corporate, Community & Commercial Services.

Risk Assessment (Legal, Financial, Political etc.):

A monthly report is required in accordance with section 204 of the *Local Government Regulation 2015*.

Policy Implications:

The Investments are in accordance with the guidelines of Council's Investment Policy.

Financial Resource Implications:

The report presents the financial results (actuals V budget) for the ten months of the 2016/2017 financial year.

Link to Corporate Plan:

Corporate Plan 2014-2019

Strategic Priority 2: Our Finances

2.5 Management Reporting (Internal)

2.5.2 Monthly internal reporting

Supporting Documentation:

1	Monthly Financial Report 2017.04 P 10 - April 2017 - Balance Sheet	D2017/0037110
2	Monthly Financial Report 2017.04 P 10 - April 2017- Total Council Actual V Budget	D2017/0037108
3	Monthly Financial Reports 2017.04 P 10 - Office of the CEO Directorate Actual V Budget	D2017/0037105
4	Monthly Financial Reports 2017.04 P 10 - Corporate, Community & Commercial Services Directorate Actual V Budget	D2017/0037104
5	Monthly Financial Reports 2017.04 P 10 - April 2017 - Development, Facilities & Environmental Services Directorate Actual V Budget	D2017/0037102
6	Monthly Financial Reports 2017.04 P 10 - April 2017 - Infrastructure Services Directorate Actual V Budget	D2017/0037098
7	Monthly Financial Reports 2017.04 P 10 - April 2017 - Investment Register	D2017/0037097

Report authorised by:

Director - Corporate, Community & Commercial Services



Maranoa Regional Council

Actual as at 30 April 2017

STATEMENT OF FINANCIAL POSITION

	Actual As at 30/4/2017	Actual Audited FY 30-6-2016
Current Assets		
Cash and Cash Equivalents	1,626,830	11,821,012
Investments	63,273,562	58,469,588
Trade & Other Receivables	7,527,762	10,264,570
Inventories - Realisable < 12 Months	2,322,700	2,243,060
	74,750,853	82,798,230
Non Current Assets Held For Sale	0	0
Non-current Assets		
Infrastructure Property Plant Equipment	736,975,140	792,905,643
Uncapitalised Wip - Contra Assets	55,760,707	32,345,127
	792,735,847	825,250,770
TOTAL ASSETS	867,486,700	908,049,000
Current Liabilities		
Trade & Other Payables	(1,626,222)	(5,875,860)
Short Term Provisions	(7,257,805)	(8,011,825)
Suspense	111,938	108,826
Borrowings	(1,487,283)	(1,487,283)
	(10,259,373)	(15,266,142)
Non-current Liabilities		
Long Term Provisions	(1,901,306)	(1,901,306)
Long Term Borrowings	(11,851,315)	(12,937,860)
	(13,752,620)	(14,839,166)
TOTAL LIABILITIES	(24,011,993)	(30,105,308)
NET COMMUNITY ASSETS	843,474,707	877,943,692
Community Equity		
Asset Revaluation Reserve	(295,504,814)	(359,584,146)
Accumulated Surplus	(491,165,433)	(461,551,405)
Other Reserves	(56,804,461)	(56,808,141)
TOTAL COMMUNITY EQUITY	(843,474,707)	(877,943,692)



Maranoa Regional Council
Actual vs. Budget for the ten months ended
30 April 2017

TOTAL COUNCIL

	Adopted Budget 2016-2017	% of Year Elapsed - 83.33		Comments
		Actual 30/4/2017	% Variance	
Operating Revenue				
Rates and levies	(29,328,023)	(30,114,210)	102.7%	
Sale of goods and major services	(2,476,081)	(2,257,576)	91.2%	
Commercial fees and charges	(9,764,486)	(7,614,212)	78.0%	
Statutory fees and charges	(1,025,100)	(734,410)	71.6%	Refer Infrastructure Services Directorate
Rental and levies	(646,765)	(497,166)	76.9%	
Interest received	(1,580,000)	(1,432,904)	90.7%	
Sales of contract & recoverable works	(380,000)	(242,798)	63.9%	
Other Revenue	(2,124,846)	(1,513,735)	71.2%	Refer Infrastructure Services Directorate
Reimbursements	(2,563,673)	(2,504,138)	97.7%	
Grants Subsidies Contributions	(19,487,121)	(14,686,729)	75.4%	
Internal Transaction	(1,303,380)	(1,356,627)	104.1%	
Total Operating Revenue	(70,679,475)	(62,954,504)	89.1%	
Operating Expenses				
Employee Costs	30,496,926	30,886,164	101.3%	Refer Infrastructure Services
Materials	33,519,037	23,460,218	70.0%	
Plant hire internal	(6,956,616)	(2,193,092)	31.5%	Refer Infrastructure Services
Overhead recovery	(10,204,225)	(7,689,583)	75.4%	
Contracts	2,742,194	2,580,431	94.1%	Refer Infrastructure Services & CCC directorate
Finance Costs	694,394	570,368	82.1%	
Depreciation Amortisation & Impairment	27,825,654	1,919,801	6.9%	Depreciation is only for council plant to April 2017
Other Expenses	13,885,471	94,903	0.7%	
Total Operating Expenses	92,002,835	49,629,210	53.9%	
Reserve Transfers				
Transfer to reserves for operational	6,133,668	0	0.0%	
Transfer from reserves for operational	(4,352,148)	0	0.0%	
Transfer to reserves for capital	2,504,485	0	0.0%	
Transfer from reserves for capital	(37,069,204)	0	0.0%	
Operating (Surplus)/Deficit Before Capital Items	(11,459,839)	(13,325,294)	116.3%	
Capital Revenues and Expenses				
Commonwealth government capital grants	(6,379,826)	(2,670,808)	41.9%	
State govt capital grants & subsidies	(8,820,167)	(4,426,470)	50.2%	
Other capital grants & subsidies	0	0	0.0%	
Developer capital contributions	(14,672,800)	(9,167,235)	62.5%	
Operating (Surplus)/Deficit After Capital Items	(41,332,632)	(29,589,807)	71.6%	
Sources and Applications of Capital Funding				
Capital Funding Sources				
Loans Contra	0	0	0.0%	
Sale Proceeds - Contra Sales	(656,000)	(586,882)	89.5%	
Funded depreciation	(27,825,654)	0	0.0%	
Total Capital Funding Sources Used	(28,481,654)	(586,882)	2.1%	
Capital Funding Applications				
Uncapitalised Wip - Contra Assets	68,094,155	32,422,375	47.6%	Refer DevFacEnv & Infrastructure directorates
Loan redemption	1,455,549	1,086,545	74.6%	
Total Capital Funding Applications	69,549,704	33,508,920	48.2%	



Maranoa Regional Council
Actual vs. Budget for the ten months ended
30 April 2017

OFFICE OF THE CEO DIRECTORATE

	Adopted Budget 2016-2017	% of Year Elapsed - 83.33		Comments
		Actual 30/4/2017	% Variance	
Operating Revenue				
Rates and levies	0	0	0.0%	
Sale of goods and major services	0	0	0.0%	
Commercial fees and charges	0	0	0.0%	
Statutory fees and charges	0	0	0.0%	
Rental and levies	0	0	0.0%	
Interest received	0	0	0.0%	
Sales of contract & recoverable works	0	0	0.0%	
Other Revenue	(57,500)	(79,776)	138.7%	
Reimbursements	0	0	0.0%	
Grants Subsidies Contributions	(2,500)	0	0.0%	
Internal Transaction	0	0	0.0%	
Total Operating Revenue	(60,000)	(79,776)	133.0%	
Operating Expenses				
Employee Costs	2,108,316	1,536,651	72.9%	
Materials	636,199	369,912	58.1%	
Plant hire internal	0	9,477	0.0%	
Overhead recovery	0	0	0.0%	
Contracts	0	0	0.0%	
Finance Costs	0	0	0.0%	
Depreciation Amortisation & Impairment	0	0	0.0%	
Other Expenses	0	0	0.0%	
Total Operating Expenses	2,744,515	1,916,039	69.8%	
Reserve Transfers				
Transfer to reserves for operational	0	0	0.0%	
Transfer from reserves for operational	0	0	0.0%	
Transfer to reserves for capital	0	0	0.0%	
Transfer from reserves for capital	0	0	0.0%	
Operating (Surplus)/Deficit Before Capital Items	2,684,515	1,836,264	68.4%	
Capital Revenues and Expenses				
Commonwealth government capital grants	0	0	0.0%	
State govt capital grants & subsidies	0	0	0.0%	
Other capital grants & subsidies	0	0	0.0%	
Developer capital contributions	0	0	0.0%	
Operating (Surplus)/Deficit After Capital Items	2,684,515	1,836,264	68.4%	
Sources and Applications of Capital Funding				
Capital Funding Sources				
Loans Contra	0	0	0.0%	
Sale Proceeds - Contra Sales	0	0	0.0%	
Funded depreciation	0	0	0.0%	
Total Capital Funding Sources Used	0	0	0.0%	
Capital Funding Applications				
Uncapitalised Wip - Contra Assets	0	0	0.0%	
Loan redemption	0	0	0.0%	
Total Capital Funding Applications	0	0	0.0%	



Maranoa Regional Council
Actual vs. Budget for the ten months ended
30 April 2017

CORPORATE, COMMUNITY & COMMERCIAL SERVICES DIRECTORATE

	Adopted Budget 2016-2017	% of Year Elapsed - 83.33		Comments
		Actual 30/4/2017	Variance	
Operating Revenue				
Rates and levies	(20,304,947)	(20,707,494)	102.0%	
Sale of goods and major services	0	0	0.0%	
Commercial fees and charges	(3,169,452)	(2,880,808)	90.9%	
Statutory fees and charges	(151,500)	(143,817)	94.9%	
Rental and levies	0	0	0.0%	
Interest received	(1,580,000)	(1,432,904)	90.7%	
Sales of contract & recoverable works	0	(1,743)	0.0%	
Other Revenue	(61,500)	(99,416)	161.7%	
Reimbursements	0	0	0.0%	
Grants Subsidies Contributions	(13,558,558)	(10,182,882)	75.1%	
Internal Transaction	4,379	0	0.0%	
Total Operating Revenue	(38,821,578)	(35,449,064)	91.3%	
Operating Expenses				
Employee Costs	13,703,904	11,066,037	80.8%	
Materials	6,370,570	4,453,451	69.9%	
Plant hire internal	299,892	254,754	84.9%	
Overhead recovery	(10,004,225)	(7,479,879)	74.8%	
Contracts	1,246,958	1,213,092	97.3%	Up slightly due to saleyards O&M
Finance Costs	196,498	160,840	81.9%	
Depreciation Amortisation & Impairment	316,476	72,950	23.1%	Depreciation is only for council plant to April 2017
Other Expenses	97,829	76,166	77.9%	
Total Operating Expenses	12,227,902	9,817,412	80.3%	
Reserve Transfers				
Transfer to reserves for operational	1,294,082	0	0.0%	
Transfer from reserves for operational	(1,711,391)	0	0.0%	
Transfer to reserves for capital	0	0	0.0%	
Transfer from reserves for capital	(3,229,708)	0	0.0%	
Operating (Surplus)/Deficit Before Capital Items	(30,240,693)	(25,631,652)	84.8%	
Capital Revenues and Expenses				
Commonwealth government capital grants	0	0	0.0%	
State govt capital grants & subsidies	(281,123)	(525,718)	187.0%	
Other capital grants & subsidies	0	0	0.0%	
Developer capital contributions	0	0	0.0%	
Operating (Surplus)/Deficit After Capital Items	(30,521,816)	(26,157,370)	85.7%	
Sources and Applications of Capital Funding				
Capital Funding Sources				
Loans Contra	0	0	0.0%	
Sale Proceeds - Contra Sales	0	0	0.0%	
Funded depreciation	(316,476)	0	0.0%	
Total Capital Funding Sources Used	(316,476)	0	0.0%	
Capital Funding Applications				
Uncapitalised Wip - Contra Assets	3,510,831	385,333	11.0%	Truckstop works will be completed mid September
Loan redemption	467,131	349,253	74.8%	
Total Capital Funding Applications	3,977,962	734,586	18.5%	



Maranoa Regional Council
Actual vs. Budget for the ten months ended
30 April 2017

DEVELOPMENT, FACILITIES & ENVIRONMENTAL SERVICES DIRECTORATE

	Adopted Budget 2016-2017	% of Year Elapsed - 83.33		Comments
		Actual 30/4/2017	Variance	
Operating Revenue				
Rates and levies	(1,906,886)	(2,011,757)	105.5%	
Sale of goods and major services	0	0	0.0%	
Commercial fees and charges	(1,010,000)	(676,302)	67.0%	
Statutory fees and charges	(302,000)	(226,057)	74.9%	
Rental and levies	(646,765)	(497,166)	76.9%	
Interest received	0	0	0.0%	
Sales of contract & recoverable works	0	0	0.0%	
Other Revenue	(73,241)	(173,726)	237.2%	
Reimbursements	0	0	0.0%	
Grants Subsidies Contributions	(315,498)	(628,808)	199.3%	
Internal Transaction	(20,000)	15,267	-76.3%	
Total Operating Revenue	(4,274,390)	(4,198,549)	98.2%	
Operating Expenses				
Employee Costs	6,570,938	4,895,988	74.5%	
Materials	8,483,111	6,194,251	73.0%	
Plant hire internal	1,089,299	832,309	76.4%	
Overhead recovery	0	0	0.0%	
Contracts	1,232,859	707,799	57.4%	
Finance Costs	0	0	0.0%	
Depreciation Amortisation & Impairment	1,647,434	59,260	3.6%	Depreciation is only for council plant to April 2017
Other Expenses	0	32	0.0%	
Total Operating Expenses	19,023,641	12,689,638	66.7%	
Reserve Transfers				
Transfer to reserves for operational	0	0	0.0%	
Transfer from reserves for operational	(509,018)	0	0.0%	
Transfer to reserves for capital	395,000	0	0.0%	
Transfer from reserves for capital	(3,966,857)	0	0.0%	
Operating (Surplus)/Deficit Before Capital Items	10,668,376	8,491,089	79.6%	
Capital Revenues and Expenses				
Commonwealth government capital grants	0	0	0.0%	
State govt capital grants & subsidies	(1,240,694)	(153,332)	12.4%	
Other capital grants & subsidies	0	0	0.0%	
Developer capital contributions	(395,000)	(995,191)	251.9%	Santos capital contribution
Operating (Surplus)/Deficit After Capital Items	9,032,682	7,342,565	81.3%	
Sources and Applications of Capital Funding				
Capital Funding Sources				
Loans Contra	0	0	0.0%	
Sale Proceeds - Contra Sales	0	0	0.0%	
Funded depreciation	(1,647,434)	0	0.0%	
Total Capital Funding Sources Used	(1,647,434)	0	0.0%	
Capital Funding Applications				
Uncapitalised Wip - Contra Assets	6,292,754	1,933,608	30.7%	Capital projects under budget with only 2 months remaining
Loan redemption	0	0	0.0%	
Total Capital Funding Applications	6,292,754	1,933,608	30.7%	

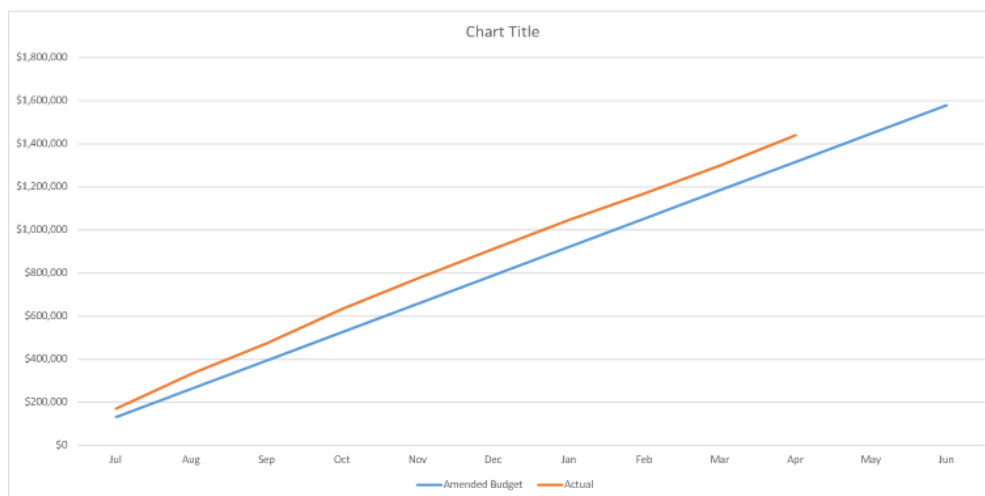


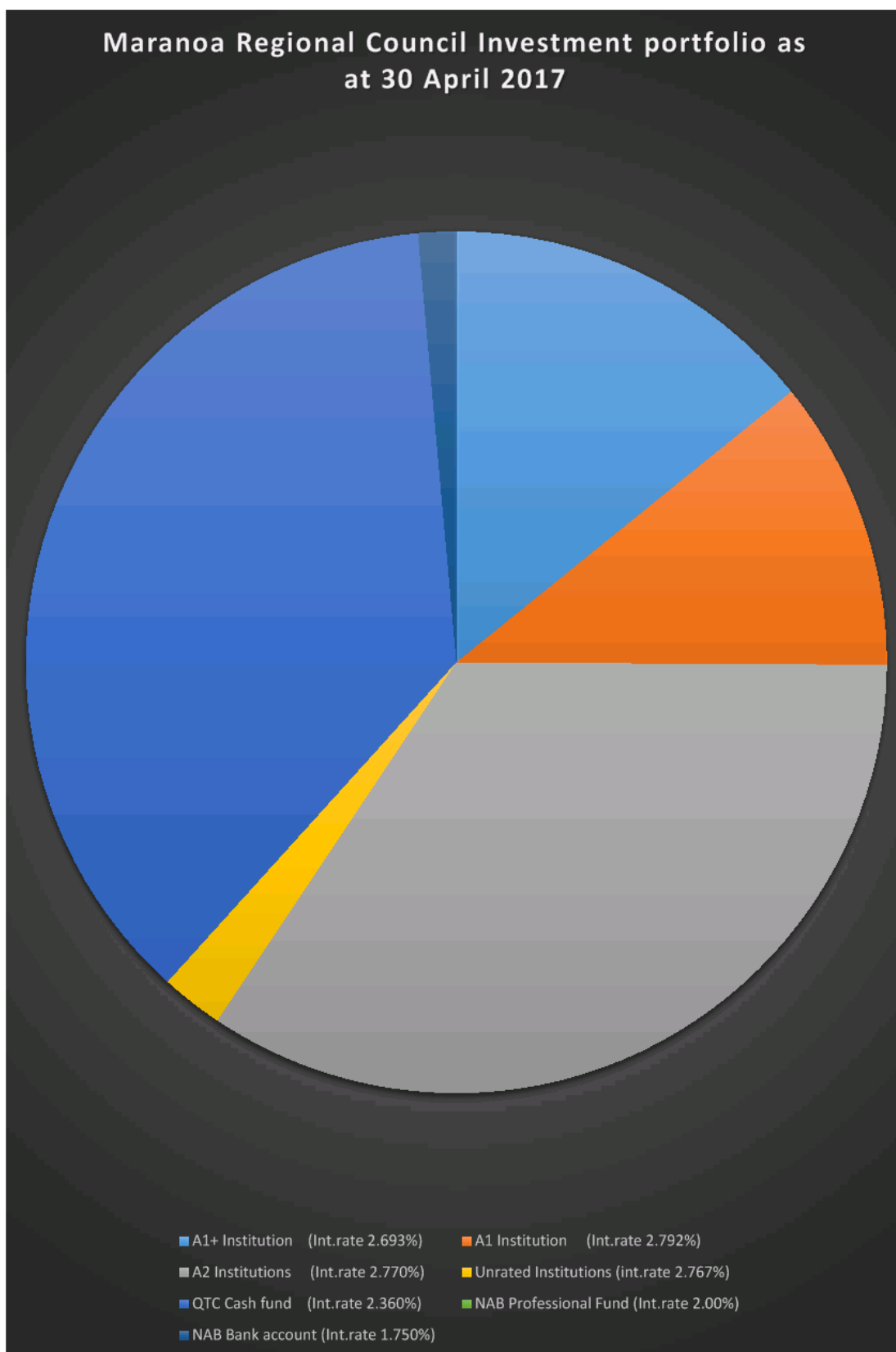
**Actual vs. Budget for the ten months ended
30 April 2017**

INFRASTRUCTURE SERVICES DIRECTORATE

	Adopted Budget 2016-2017	% of Year Elapsed - 83.33		Comments
		Actual 30/4/2017	% Variance	
Operating Revenue				
Rates and levies	(7,116,190)	(7,394,958)	103.9%	
Sale of goods and major services	(2,476,081)	(2,257,576)	91.2%	
Commercial fees and charges	(5,585,034)	(4,057,101)	72.6%	
Statutory fees and charges	(571,600)	(364,536)	63.8%	Water Standpipe sales under budget. Refer Q3 amendment
Rental and levies	0	0	0.0%	
Interest received	0	0	0.0%	
Sales of contract & recoverable works	(380,000)	(241,055)	63.4%	
Other Revenue	(1,932,605)	(1,160,817)	60.1%	Budgeted margins from energy contract works not completed
Reimbursements	(2,563,673)	(2,504,138)	97.7%	
Grants Subsidies Contributions	(5,610,565)	(3,875,040)	69.1%	
Internal Transaction	(1,287,759)	(1,371,894)	106.5%	
Total Operating Revenue	(27,523,507)	(23,227,115)	84.4%	
Operating Expenses				
Employee Costs	8,113,768	13,387,488	165.0%	Budgeted in Other expenses resource group
Materials	18,029,157	12,442,604	69.0%	
Plant hire internal	(8,345,807)	(3,289,632)	39.4%	Budgeted in capital expenditure for internal plant hire
Overhead recovery	(200,000)	(209,705)	104.9%	
Contracts	262,377	659,541	251.4%	Budgeted in Other expenses resource group
Finance Costs	497,896	409,528	82.3%	
Depreciation Amortisation & Impairment	25,861,744	1,787,592	6.9%	Depreciation is only for council plant to April 2017
Other Expenses	13,787,642	18,705	0.1%	
Total Operating Expenses	58,006,777	25,206,121	43.5%	
Reserve Transfers				
Transfer to reserves for operational	4,839,586	0	0.0%	
Transfer from reserves for operational	(2,131,739)	0	0.0%	
Transfer to reserves for capital	2,109,485	0	0.0%	
Transfer from reserves for capital	(29,872,639)	0	0.0%	
Operating (Surplus)/Deficit Before Capital Items	5,427,963	1,979,006	36.5%	
Capital Revenues and Expenses				
Commonwealth government capital grants	(6,379,826)	(2,670,808)	41.9%	
State govt capital grants & subsidies	(7,298,350)	(3,747,420)	51.3%	
Other capital grants & subsidies	0	0	0.0%	
Developer capital contributions	(14,277,800)	(8,172,044)	57.2%	
Operating (Surplus)/Deficit After Capital Items	(22,528,013)	(12,611,266)	56.0%	
Sources and Applications of Capital Funding				
Capital Funding Sources				
Loans Contra	0	0	0.0%	
Sale Proceeds - Contra Sales	(656,000)	(586,882)	89.5%	
Funded depreciation	(25,861,744)	0	0.0%	
Total Capital Funding Sources Used	(26,517,744)	(586,882)	2.2%	
Capital Funding Applications				
Uncapitalised Wip - Contra Assets	58,290,570	30,103,434	51.6%	Capital projects under budget with only 2 months remaining
Loan redemption	988,418	737,292	74.6%	
Total Capital Funding Applications	59,278,988	30,840,727	52.0%	

MARANOA REGIONAL COUNCIL'S INVESTMENT REGISTER as at 30 April 2017							
Term deposit reference	Financial Institution Grouped by Standard & Poors short term credit rating	Investment	Total Policy Limit (Max % of Portfolio)	Total Actual Limit (Max % of Portfolio)	Current BBSW rate	Investment rate earned	Interest earned April
AB/10/2016	National Australia Bank	\$3,108,000			1.944%	2.750%	\$7,024.93
AE/10/2016	National Australia Bank	\$2,000,000			1.944%	2.800%	\$4,602.74
H/03/2017	Commonwealth Bank (new)	\$2,000,000			1.944%	2.610%	\$4,290.41
I/03/2017	Commonwealth Bank (new)	\$2,000,000			1.944%	2.610%	\$4,290.41
A1+ Rated Institutions		\$9,108,000	100.00%	14.39%	1.944%	2.693%	\$20,208.49
AG/11/2016	Suncorp Bank	\$2,000,000			1.812%	2.750%	\$4,520.55
A/01/2017	AMP Bank	\$2,000,000			1.812%	2.800%	\$4,602.74
B/01/2017	AMP Bank	\$1,000,000			1.812%	2.800%	\$2,301.37
AA/09/2016	AMP Bank (rolled to M/04/2017)	\$0			1.878%	2.950%	\$404.11
M/04/2017	AMP Bank	\$1,000,000			1.878%	2.750%	\$1,883.56
AI/11/2016	AMP Bank	\$1,000,000			1.944%	2.700%	\$2,219.18
A1 Rated Institutions		\$7,000,000	50.00%	11.06%	1.856%	2.792%	\$15,931.51
X/08/2016	My State Bank Ltd (repaid)	\$0			1.878%	2.700%	\$1,997.26
Z/08/2016	My State Bank Ltd	\$2,000,000			1.878%	2.700%	\$4,438.36
Y/08/2016	Qbank	\$2,000,000			1.944%	2.800%	\$4,602.74
AF/10/2016	Auswide Bank Ltd (rolled to N/04/2017)	\$0			1.944%	2.650%	\$3,775.34
N/04/2017	Auswide Bank Ltd	\$2,000,000			1.944%	2.700%	\$591.78
S/04/2016	Auswide Bank Ltd	\$1,000,000			1.944%	3.120%	\$2,564.38
T/04/2016	ME Bank	\$2,000,000			1.944%	3.150%	\$5,178.08
AC/10/2016	Beyond Bank Australia (rolled to N/04/2017)	\$0			1.944%	2.750%	\$1,506.85
O/04/2017	Beyond Bank Australia	\$2,000,000			1.812%	2.700%	\$2,958.90
AD/10/2016	Bendigo & Adelaide Bank	\$2,000,000			1.944%	2.750%	\$4,520.55
C/03/2017	Bank of Queensland Ltd (new)	\$1,000,000			1.812%	2.600%	\$2,136.99
J/03/2017	Qbank	\$2,000,000			1.944%	2.800%	\$4,602.74
K/03/2017	Auswide Bank Ltd	\$1,000,000			1.944%	2.700%	\$2,219.18
J1/03/2017	Auswide Bank Ltd	\$2,000,000			1.944%	2.750%	\$4,520.55
K/03/2017	ING Bank Ltd	\$2,000,000			1.812%	2.700%	\$4,438.36
L/03/2017	Police Bank Ltd	\$1,000,000			1.944%	2.750%	\$2,260.27
A2 Rated Institutions		\$22,000,000	30.00%	34.77%	1.911%	2.770%	\$52,312.33
D/03/2017	Bank of Sydney Ltd (new)	\$250,000			1.812%	2.650%	\$544.52
E/03/2017	Australian Military Bank (new)	\$250,000			1.944%	2.850%	\$585.62
F/03/2017	Bananacoast Community CU Ltd (new)	\$250,000			1.992%	2.800%	\$575.34
G/03/2017	Hunter United Employee's CU Ltd (new)	\$250,000			1.812%	2.800%	\$575.34
P/04/2017	Arab Bank Australia Ltd	\$250,000			1.944%	2.750%	\$56.51
Q/04/2016	Maitland Mutual Building Society	\$250,000			1.944%	2.750%	\$56.51
Unrated Institutions		\$1,500,000	10.00%	2.37%	1.908%	2.767%	\$2,393.84
		\$39,608,000					\$90,846.17
QTC cash management fund (at call)		\$23,665,563			1.624%	2.360%	\$39,845.55
Queensland Treasury Corporation		\$23,665,563	100.00%	37.40%	1.624%	2.360%	\$39,845.55
Total Investment Portfolio		\$63,273,563		100.00%	1.848%	2.654%	\$130,691.72
NAB Professional Fund a/c (At call)		\$0			1.624%	2.000%	\$7,071.91
NAB working account		\$919,274			1.624%	1.750%	\$2,051.79





OFFICER REPORT

Meeting: General 24 May 2017

Date: 2 May 2017

Item Number: 13.1

File Number: D17/32687

SUBJECT HEADING: TSBE Membership renewal 2017-2018

Classification: Open Access

Officer's Title: Manager - Economic & Community Development

Executive Summary:

Maranoa Regional Council has been a member and sponsor of TSBE since 2012. Within this timeframe TSBE have hosted a number of events where the region has benefited.

A memorable event hosted by TSBE was the Access China Event in 2016 which was attended by Mayor Cr Tyson Golder and Edward Sims, Manager Economic and Community Development. From this experience Council has seen the benefits of the Chinese market investing in the Maranoa region. TSBE has provided support of this investment program with China and will be holding a briefing here in the Maranoa later this year to discuss potential investment opportunities.

Officer's Recommendation:

Approve the renewal and payment for a Platinum level sponsorship of Toowoomba and Surat Basin Enterprise Ltd for 2017/18, by way of payment in the sum of \$22,000 (GST Inclusive), as described in the renewal notice

Incorporate its sponsorship into the 2017/18 Budget.

Body of Report:

Formed as a merger between Toowoomba Region Enterprise Ltd and Surat Basin Corporation (SBC) in 2012, the TSBE is a private sector owned economic development corporation. It receives its major funding from Toowoomba Regional Council (TRC) and sponsorships from members like Maranoa Regional Council. The objectives of TSBE are consistent with the Maranoa Economic Development Strategy and its implementation plan.

Council has invested a sum total of \$100,000.00 (excluding GST) over the past four years to date into TSBE sponsorship. Through this sponsorship Council has demonstrated its endorsement of the work of this organisation to advance the interests of the business community in the Maranoa and the wider Surat Basin.

At a strategic level, the officers and directors of TSBE have made many visits to the Maranoa, to host networking functions and provide strategic advocacy for projects of mutual interest. This has been well received and appreciated by the local business community.

While TSBE make no apologies for the priority it gives to the Toowoomba Region, which are in proportion to the contribution TRC makes, some of the benefits to the Maranoa of continued sponsorship on behalf of the business community are:

- Inclusion of TSBE as a partner with Department of State Development (DSD) in developing the CSG supply chain in the region.
- Regional profiles e.g. "Maranoa Development Status Report" as part of the Surat Basin Development Status Report.
- Promotion of our display banners at every function hosted by TSBE
- Direct assistance one on one to Manufacturing Industry base in the Maranoa
- Specialized assistance to the Ag Sector in the Maranoa.
- Hosted access China in 2016.

Looking forward, TSBE is planning:

- A briefing to be held in the Maranoa to discuss China's potential investment in the region

The outlook for TSBE in the region for the next 12 months at least, is strong and they will contribute to achieving some of the key goals of our economic development unit during 2017-18. It is with this knowledge that I have no hesitation in recommending that Council resolves to continue to support TSBE for another year.

Consultation (internal/external):

Cr Tyson Golder

Cr Cameron O'Neil

Robert Hayward Director Development, Facilities and Environmental Services

Risk Assessment (Legal, Financial, Political etc.):

Nil

Policy Implications:

Nil

Financial Resource Implications:

\$22 000 Inc GST (to be included in 2017/18 budget)

Link to Corporate Plan:

Corporate Plan 2014-2019

Strategic Priority 7: Vibrant Communities, Beautiful Towns

7.4 Business Development

7.4.7 Development support

Supporting Documentation:

1 [TSBE - invoice for renewal of partnership with Council - D17/36848](#)
17.05.17

Report authorised by:

Director - Development, Facilities & Environmental Services



TSBE
 ABN: 85155004523
 PO Box 658,
 Toowoomba Q 4350
 Phone: 0746394600
 Fax: 0746393416

TAX INVOICE**UNPAID****Invoice To**

Maranoa Regional Council
 PO Box 620
 Roma, Queensland 4455
 Australia

Contact:
 Ed Sims

Date: 15/05/2017
 Invoice No: 1593

Your ABN/ACN: 99324089164

Dear Maranoa Regional Council,

This invoice includes important information so please take a moment to read it carefully and be sure to save a copy for your future reference.

Item Description	Quantity	Unit Price	Amount
TSBE Partner Regional Councils Membership	1	\$22,000.00	\$22,000.00
		GST	\$2,000.00
		Total	\$22,000.00

Notes: All prices are in Australian Dollars (\$AUD)

To support our members, TSBE offers the below payment methods

Payment Options**Credit Card**

1. [Click here](#) to pay this invoice online at TSBE.

Cheque

Make out your cheque payable to TSBE and forward to the above address with a copy of this Remittance Advice.

Direct Deposit

Bank: ANZ Bank
 Account Name: Toowoomba and Surat Basin Enterprise Pty Ltd
 BSB: 014-720
 Account No: 3765 07934
 Please quote Ref: (Invoice: 1593)

BPay

BPay is not currently available for TSBE

REMITTANCE ADVICE

Payment due 7 days from issue

Billing Details

Maranoa Regional Council
PO Box 620
Roma, Queensland 4455
Australia

Invoice Details

Date: 15/05/2017
Invoice No: 1593
Total Amount: \$22,000.00

OFFICER REPORT

Meeting: General 24 May 2017

Date: 7 April 2017

Item Number: 13.2

File Number: D17/27200

SUBJECT HEADING: Exercise Option to Extend - Surat Pottery Group

Classification: Open Access

Officer's Title: Specialist - Lease Management & Facility User Agreements

Executive Summary:

The Surat Pottery Group have exercised the option to extend their Commercial Tenancy Agreement for a further twelve months as provided for in Clause 5 of their Agreement.

Officer's Recommendation:

That Council acknowledge that the Surat Pottery Group is exercising their right to continue the Commercial Tenancy Agreement for a further twelve months extending the formal agreement until 19 July 2018.

Body of Report:

The Surat Pottery Group currently hold a Commercial Tenancy Agreement with Council for a shed located in the grounds of the Surat Shire Hall, 56 Williams Street, Surat, the agreement expires on the 19 July 2017.

Clause 5 of the Tenancy Agreement offers the group an option for the current agreement to be extended for a further twelve months. The group have written to Council advising that they wish to exercise this option, taking the end date of the contract to 19 July 2018.

Council is asked to consider this matter.

Consultation (internal/external):

Manager, Facilities (Land, Building and Structures)
President, Surat Pottery and Craft Group

Risk Assessment (Legal, Financial, Political etc.):

NIL

Policy Implications:

NIL

Financial Resource Implications:

Council pays outgoings (excluding electricity) and including building insurance, rates and water.

Link to Corporate Plan:

Corporate Plan 2014-2019

Strategic Priority 7: Vibrant Communities, Beautiful Towns

7.3 Facilities

7.3.3 User Agreements

Supporting Documentation:

- 1 [↓](#) Request from The Surat Pottery Group to exercise option to extend Commercial Tenancy Agreement (12 months) D17/26674
- 2 [↓](#) Surat Pottery & Craft Group - Commercial Tenancy Agreement (20.07.2015-19.07.2017) - Executed D17/33877

Report authorised by:

Manager - Facilities (Land, Buildings & Structures)

Director - Development, Facilities & Environmental Services

73 Robert St
Surat 4417
6-4-17

Maramba Regional Council
Bungil Street,
Kuala

Dear Sir/Madam

I am writing on
behalf of the Surat Pottery
and Craft Group to
ask that our Commercial
Tenancy of the Pottery
shed be extended for
another twelve months.
Let's hope the weather cool,
off a bit so we can Pot.
Yours faithfully
D. M. Penrose



COMMERCIAL TENANCY AGREEMENT

Parties

Maranoa Regional Council

ABN Number 99 324 089 164

Address PO Box 42

Mitchell QLD 4465

Surat Pottery and Craft Group

ABN Number 66 289 925 981

Address 56 Williams Street

Surat Qld 4417



COMMERCIAL TENANCY AGREEMENT

DATE 3 July 2015

1. THE LANDLORD

Name: Maranoa Regional Council
Address: PO Box 42, Mitchell, QLD, 4465
Ph: 1300 007 662 Fax: (07) 4624 6990

2. THE TENANT

Name: Surat Pottery and Craft Group
Contact: The President
Address: 73 Robert Street, Surat, QLD, 4417
Email:
ABN: 66 289 925 981
Ph: 07 4626 5105

3. THE PREMISES

Address: 56 Williams Street, Surat, QLD, 4417
Lot on Plan: Lots 16 -17, 21 on S282

4. TERM

Term of Lease: 2 years
Commencing: 20 July 2015
Expiry: 19 July 2017

5. OPTION FOR FURTHER TERM

Option for an additional one year term at the agreement of both parties.

6. RENT

\$0.00

7. RENT REVIEW DATES

This agreement is for the period of 24 months.

**8. PERMITTED USE**

Pottery and Crafts

9. PERCENTAGE OF OUTGOINGS

Surat Pottery Group to pay electricity with a separate meter installed on the pottery shed.

Council agrees to pay all outgoing (excluding electricity) and including building insurance, rates and water.

10. DEPOSIT

\$0.00

11. LANDLORD'S AGENT

Agent: Coordinator, Land Administration

Address: PO Box 42, Mitchell, QLD

12. MAINTENANCE

All maintenance shall be paid for by Council, except when the manner of the groups undertaking directly causes damage to Councils Building or when a deliberate act of vandalism is committed by one of the groups.

All maintenance request to be submitted to Councils' maintenance team on 1300 007 662 or via maintenance @maranoa.qld.gov.au

13. COMPLIANCE OF STATUTES

The tenant will duly and punctually comply with and observe all statutes and all orders, ordinances, regulations, and by-laws relating to the Premises or to the Tenant's use or occupation of the Premises and all requirements and orders lawfully given or made by any public body or authority relating to the Premises within the time required by the notice or order.

13.1 Drains and Waste

All blockages which may occur in any pipes originating within the premises will be cleared by licensed tradesmen at the cost of the Landlord so long as the blockage was not as a result of misuse of the Premises by the Tenant.

**13.2 Erection of Signs and Decoration**

The Tenant will not cause any advertising or other sign or advertisement or hoarding or decoration to be painted or erected or otherwise placed on the Premises without the consent of the Landlord. The Landlord's consent will not be withheld unreasonably to the using or exhibiting of any advertisement or sign customary to the Tenant's class of business if the advertisement or sign strictly complies with the by-laws of the local and other authorities.

13.3 Rodents and Vermin

The Landlord at its own cost and expense keep the Premises free and clear of rodents, termites, cockroaches and other vermin. The Tenant must also provide the Landlord with reasonable access to carry out annual pest control activities.

13.4 Not to Make Voidable Insurance Policies

The Tenant will not do or permit anything to be done on the Premises or bring or keep anything in the Premises that may in any way make void or voidable any policy or policies of insurance applicable to the Premises or conflict with any laws or regulations or whereby the amount of premium payable in respect of any insurance policy may be liable to be increased. Without prejudice to the rights of the Landlord to determine this lease, the Tenant will pay to the Landlord on demand any increase of premium which may be occasioned by breach of this clause.

13.5 To Observe Fire Laws

The Tenant will at all times in its use of the Premises comply with the requirements of the Insurance Council of Australia and The Metropolitan Fire Brigades Board and the laws and regulations for the time being in force relating to fires and the provision of every relevant statute, regulation, and ordinance.

13.6 Fire Drills and Evacuation Procedures

The Landlord may require the Tenant to perform from time to time fire drills and to observe all necessary and proper emergency evacuation procedures and the Tenant and all persons under its control will cooperate with the Landlord in performing those drills and procedures.

**13.7 Auction Sales**

The Tenant will not in any circumstances hold or permit to be held any auction sale in or about the premises.

13.8 Security

The Tenant will cause all exterior doors and windows in the Building to be locked securely at all times when the Premises are not being used. The Landlords representatives are authorised from time to time to enter the Premises for the purpose of locking any doors or windows left unlocked or unfastened or checking general security of the Building and the Premises.

In the event that the Tenant does not adequately secure the Building and the Landlord is required to secure the Building, the cost of the Landlord securing the Building will be recovered from the Tenant by the Landlord as a liquidated debt.

13.9 Overloading of Electricity

The Tenant will not without the written consent of the Landlord install any electrical equipment on the premises that overloads the cables, switchboards, or sub-boards through which electricity is conveyed to the Premises. If the Landlord grants that consent any alterations which may be necessary to comply with the requirements of the insurance underwriters of the Building or any Statutes, regulations, ordinances or by-laws will be effected by the Landlord at the expense of the Tenant and the entire cost of the alterations will be paid by the Tenant to the Landlord upon demand. The Landlord may require the Tenant to deposit with the Landlord the estimated cost of the alterations before they are commenced.

14. ALTERATIONS**14.1 Alterations without Consent**

The Tenant will not make any structural or other alterations or additions to the Premises or appurtenances in the Premises or the Air Conditioning Equipment or the Fire Equipment without first submitting full detailed drawings and other specifications of the proposed works and particulars of the materials proposed to be used and obtaining the Landlord's consent in writing. The Landlord's consent may be granted upon whatever terms and conditions the Landlord in its reasonable discretion thinks fit. If the Landlord grants its consent it will be a condition of that consent that the works are



carried out under the supervision of the Landlords architect. The Tenant will pay to the Landlord immediately on demand all costs and expenses incurred by the landlord including architect's and other consultants fees whether consent is granted or not.

15.**INDEMNITY RISK AND INSURANCE****15.1****Indemnities**

The Tenant in the absence of any negligence on the part of the landlord indemnifies the Landlord against all actions, claims, demands, losses, damages, costs and expenses which the Landlord may sustain or incur or for which the Landlord may be liable whether during or after the term of the Lease in respect of or arising from:

- 15.1.1** loss, damage, or injury from any cause to property or person inside or outside the Building occasioned or contributed to by the neglect or default of the Tenant or any servant, agent, licensee, invitee, subtenant, or other person claiming through or under the Tenant to observe or perform any of the covenants, conditions, regulations, and restrictions on the part of the Tenant in this Lease whether positive or negative, expressed or implied.;
- 15.1.2** the negligent use, misuse, waste, or abuse by the Tenant or any servant, agent, licensee, invitee, subtenant, or other person claiming through or under the Tenant of any water, gas, electricity, or other services to the Premises or Building;
- 15.1.3** the overflow, leakage or escape of water, fire, gas, electricity, or any other harmful agent in or from the Premises caused or contributed to by an act or omission on the part of the Tenant, its servants, agents, licensees, invitees, subtenants, or other persons claiming through or under the Tenant;
- 15.1.4** the failure of the Tenant to notify the Landlord of any defect in any of the Air Conditioning Equipment, the Fire Equipment, or other appurtenances in the Premises of which the Tenant is aware or ought to be aware;
- 15.1.5** loss, damage or injury from any cause to property or person or contributed by the use of the Premises by the Tenant, or any servant, agent, licensee, invitee, or subtenant, and arising out of the neglect or default of the



15.1.6 Tenant or any servant, agent, licensee, invitee, subtenant;
the improper or faulty erection or construction of facilities,
trade fixtures, or equipment installed on or in the Premises by
the Tenant; and

15.1.7 any personal injury sustained by any person in or about the
Premises however caused other than by the wilful or
negligent act of the Landlord, its servants, or agents.

15.2 Insurances

The Tenant will during the term of this Lease at its sole cost and expense obtain and keep in full effect in the names of the Tenant, the Landlord, and all mortgagees of the Premises (as their interests may appear) the following insurance:

Public Risk

Public Risk Liability insurances applying to all operations of the Tenant and which will include bodily injury liability and property damage liability, personal injury liability, products liability, contractual liability, contingent liability, and tenants legal liability with respect to the occupancy by the Tenant of the Premises. The policy will be written on a comprehensive basis with limits of not less than **five million dollars (\$5,000,000.00)** per occurrence or any higher limits the Landlord or its mortgagee reasonably requires from time to time.

15.3 Assumption of Risk by Tenant

The Tenant agrees in the absence of any negligence on the Landlords part to occupy and use the Premises at the risk of the Tenant. The Landlord will not in such absence in any circumstances be liable to the Tenant for any damage to the plant, equipment, fixtures, fittings, merchandise, stock-in-trade, or any other property of any description in the possession of the Tenant and contained in or about the Premises occasioned by:

15.3.1 water, heat, fire, electricity, vermin, explosion, tempest,
riot, civil commotion, bursting pipes, or by the entry of
water from any source;

15.3.2 the operation, non-operation, or malfunction of the Air
Conditioning Equipment or the Fire Fighting Equipment;
or



- The Landlord will not be liable for any loss of profits resulting from the damage even if the damage occurs by reason of:
- 15.3.3** any defect in the construction of the Premises or any of the appurtenances in the Premises; or
 - 15.3.4** any act or omission by any contractor of the Landlord or any other tenant of the Premises and their respective employees or any members of the public.

15.4 **Interruption of Services**

Despite any implication or rule of law to the contrary, the Landlord will not in any circumstances be liable to the Tenant for any loss or damage suffered by the Tenant for any malfunction, failure to function, or interruption of or to the water, gas, electricity services, the Air Conditioning Equipment, or the fire Equipment, or any of the appurtenances contained in the Premises, or for the blockage of any sewers, wastes, drains, gutters, downpipes, or storm water drains from any cause provided the Landlord makes good such malfunction or failure as soon as possible and further provide however, that the Landlords' responsibility to make good is restricted only to repairs of a structural or capital nature and do not include any obligation of maintenance and repair which is the responsibility of the Tenant.

15.5 **Condition Precedent**

Despite anything contained in this Lease or any implication or rule of law to the contrary, the Landlord will not be liable for any damage or loss the Tenant may suffer by reason of the neglect or omission of the Landlord to do any act or thing to or in respect of the Premises of which the Tenant is or ought to be aware and which (as between the Landlord and the Tenant) the Landlord might be legally liable to do unless the tenant gives the Landlord notice in writing of that act or omission and the landlord without reasonable cause fails within a reasonable time to take proper steps to rectify the act or omission.

15.6 **Landlords Insurance**

The Landlord will insure the Premises against damage by:

- 15.6.1** fire;
- 15.6.2** lightning;



- 15.6.3 impact by aircraft;
- 15.6.4 earthquake;
- 15.6.5 explosion;
- 15.6.6 impact by vehicles and animals;
- 15.6.7 malicious damage other than by persons in or about the Building with the actual or implied consent of the Tenant, any subtenant, or licensee ;
- 15.6.8 rainwater;
- 15.6.9 storm and/or tempest,

In broad cover form with repair and replacement terms on terms and conditions reasonable in the market at the time the insurance was effected. The obligation to insure against any risk is conditional upon insurance for that risk being available from reputable insurers at reasonable rates.

16. ASSIGNMENT

16.1 Covenant Assignment against Franchise

The Tenant will not:

- 16.1.1 mortgage or otherwise charge the Tenant's interest in this Lease; or
- 16.1.2 assign, underlet, grant any license over or part with the possession of the Premises; or
- 16.1.3 share with any person the occupancy of the Premises.

17. LANDLORDS ASSURANCES

17.1 Quiet Enjoyment

If the Tenant promptly pays the Rent and observes and performs the covenants and agreements in this Lease, the Tenant may peaceably hold and enjoy the Premises during the term of this Lease without any interruption by the Landlord or any persons lawfully claiming under or in trust for the Landlord.

17.2 Landlord to Pay Rates

The Landlord will pay all municipal rates and land tax payable in respect of the land except those rates and taxes (if any) which the Tenant has covenanted to pay in whole or in part.

**18. DEFAULT****18.1 Default by Tenant****18.1.1 Events of Default – Right to Re-Enter**

If:

- (a) the Rent or any part of it is unpaid for **seven (7) days** after it has become due whether any formal or legal demand is made for it or not;
- (b) the Tenant breaches any of the covenants or agreements (whether expressed or implied) in this Lease and on the part of the Tenant to be performed or observed (including covenants and agreements of a negative character);
- (c) the repairs required by any notice given under **clause 13** are not completed within the time specified in the notice;
- (d) judgment for an amount exceeding **five thousand dollars (\$5,000.00)** is obtained or entered up against the Tenant in any court of competent jurisdiction and is not satisfied within **twenty-one (21) days**;
- (e) the Tenant does or suffers to be done any act whereby the estate or effects of the Tenant may become liable to be taken in execution; or
- (f) the Tenant, being a corporation, enters into provisional liquidation or liquidation whether voluntary or otherwise (except for the purpose of reconstruction or amalgamation) or has a receiver and/or manager appointed,

18.1.2 Damages

If the Landlord determines this Lease under **clause 18.1.1** the Landlord may recover from the Tenant in addition to damages and amounts recoverable apart from this clause:

- (a) any Rent and Outgoings due but unpaid at the date of the determination;

18.1.3 Landlords Right When Tenant Abandons Premises

If the Tenant vacates or abandons the Premises or otherwise repudiates this Lease without lawful excuse prior to the expiration of the term, the Landlord may without being under any obligation so to do seek to find another tenant for the Premises. For that purpose the Landlord may from time to time enter upon the Premises and permit prospective tenants to view them and may



otherwise do all acts and things necessary in the opinion of the Landlord to renovate, restore, clean, and secure the Premises without accepting or being deemed to have accepted a surrender of this Lease. It is the intention of the parties that this Lease and the obligations of the Tenant under this Lease subsist until another person enters into occupation of the Premises as tenant or the Landlord expressly accepts a surrender of this Lease. For the purpose of this clause the Tenant is deemed to have vacated the Premises if it ceases to carry on its permitted use for a period of **seven (7) consecutive days** without having paid in advance the instalments payable on account of Rent and contributions to Outgoings in respect of that period of **seven (7) days**.

19. DAMAGE OR DESTRUCTION

Any damage that is intentionally caused to the area leased by the tenant, will be replaced or repaired with the tenant to incur the full cost.

20. GENERAL

20.1 Time to be of the Essence

Time is essential for all obligations of the Tenant in this Lease. The Tenant indemnifies the Landlord against all losses, costs, and expenses which the Landlord may sustain or incur as a consequence of any failure by the Tenant to perform and observe on the due date any obligations on its part contained or implied in this Lease.

20.2 Entire Agreement

The terms and conditions set out in this Lease contain the entire agreement as concluded between the Parties despite any negotiations or discussions prior to the execution of this Lease and despite anything contained in any brochure, report, or other document prepared by the Landlord for submission to potential tenants of the Premises. The Tenant also acknowledges that it has not been induced to enter into this Lease by any representation verbal or otherwise made by or on behalf of the Landlord which is not set out in this Lease.



20.3 Notices

Unless otherwise stated, any notice given by the Landlord is deemed to be duly given and served on the Tenant if signed by the Landlord or the solicitors for the Landlord or if the Landlord is a corporation then by any officer of or the solicitors for the Landlord and delivered to the Tenant (or if more persons than one are tenants under this Lease then to any one or more of them) personally or if the Tenant is a corporation then to any person at its registered office or principal place of business in this State or if left at the Premises or sent to the Tenant through the post in an envelope addressed to the Premises and in the latter case service is deemed to have been effected on the day following posting. Any notice by the Tenant to the Landlord must be signed by the Tenant and must be given or served in the manner prescribed by s. 257 of the *Property Law Act 1974*

20.4 Holding Over

If the Tenant with the consent of the Landlord remains in occupation of the Premises after the expiration of the term of this Lease then:

- 20.4.1 the Tenant will be a tenant from month to month of the Landlord of the Premises on the terms of this Lease so far as they are applicable to a monthly tenancy;
- 20.4.2 the monthly tenancy may be determined by either party in the manner prescribed by **Div. 4 of Part VIII** of the *Property Law Act 1974*; and
- 20.4.1 the rent payable in respect of the monthly tenancy will be the amount of Rent payable monthly under this Lease immediately prior to the expiration of the term and will be payable in advance.

21. TERMINATION OF LEASE

21.1 Remove Fittings

The Tenant will, if so required by the Landlord, remove from the Premises within **fourteen (14) days** from the expiration or sooner determination of the term of this Lease all fixtures, fittings, floor coverings, signs, and notices or contents of every description erected or installed by the Tenant and requested to be removed by the Landlord. The Tenant will make good any damage caused to the Premises by the removal and if required by the Landlord will re-alter any alterations made by the Tenant so that the



Premises are converted back to their original layout. The Landlord may at its option cause the fixtures, fittings, floor coverings, signs, and notices or contents to be removed and to be stored in a public warehouse or elsewhere at the risk of the Tenant and any damage to be made good and any alterations to be re-altered. The Landlord may recover the costs of removal, storage, making good, and/or re-alterations from the Tenant as a liquidated debt payable on demand.

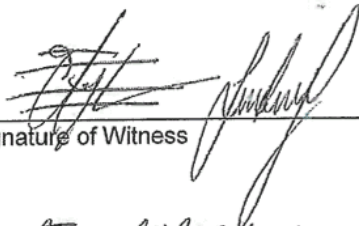
21.2**Abandon Fittings**

Any fittings or fixtures not removed by the Tenant under **clause 21.1** will be deemed abandoned by the Tenant and will be and become the property of the Landlord. Nothing contained in this clause relieves the Tenant from, and except where the Landlord agrees in writing to the contrary the Tenant will be liable to the Landlord for, the cost and expense of and associated with any removal by the Landlord of fittings and fixtures not removed by the Tenant from the Premises and the cost and expense of and associated with the making good of any damage to the Premises caused by that removal by the Landlord.

22.**SPECIAL CONDITIONS**

Nil

**EXECUTION****EXECUTED** as an agreement.**EXECUTED by Maranoa Regional Council:**


 Signature of Witness


 Chief Executive Officer

JULIE RETTANO
 Name (BLOCK LETTERS)


 Name (BLOCK LETTERS)

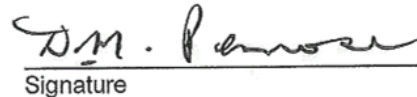
11/9/15
 Date signed



Qualification of Witness
 (Solicitor, JP, Commissioner for
 Declarations)

SIGNED by Surat Pottery and Craft Group:

In the presence of:


 Signature


 Signature of Witness

RACHEL ALICE PERRAVICINI.
 Name (BLOCK LETTERS)





ANNEXURE A

REIQ Commercial Tenancy Agreement Conditions

COMMERCIAL TENANCY AGREEMENT CONDITIONS

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Accredited Agency

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IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Terms in Reference Schedule

Where a term used in this Agreement appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

1.2 Definitions

Unless the context otherwise requires:

- (1) "Agreement" means this document, including any Schedule or Annexure to it;
- (2) "Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (3) "Claim" includes any claim or legal action and all costs and expenses incurred in connection with it;
- (4) "GST" means a goods and services tax or similar value added tax.
- (5) "Land" means the land on which the Premises are situated;
- (6) "Lessor's Property" means any property owned by the Lessor in the Premises or on the Land and includes the property identified in any inventory annexed to this Agreement;
- (7) "Premises" means the premises described in Item 3 of the Reference Schedule and includes the Lessor's Property in the premises;
- (8) "REIQ" means The Real Estate Institute of Queensland Ltd;
- (9) "Services" means all utilities and services in the Premises;
- (10) "Tenancy" means the tenancy between the Lessor and the Tenant created by this Agreement;
- (11) "Tenant's Employees" means each of the Tenant's employees, contractors, agents, customers, subtenants, licensees or others (with or without invitation) who may be on the Premises, the Building or the Land;
- (12) "Tenant's Property" includes all fixtures and other articles in the Premises which are not the Lessor's; and
- (13) "Term" means either a periodic monthly tenancy or the period of months or years described in Item 4 of the Reference Schedule, as applicable, commencing on the date in Item 4 in the reference schedule.

1.3 Interpretation

- (1) Reference to:
 - (a) one gender includes each other gender;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns; and
 - (e) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) All monetary amounts are in Australian dollars, unless otherwise stated.
- (3) If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- (4) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (6) "Including" and similar expressions are not words of limitation.
- (7) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (8) If an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day.
- (9) Where this Tenancy permits or requires the Lessor to do something, it may be done by a person authorised by the Lessor.
- (10) Section 105 and 107 of the *Property Law Act 1974* do not apply to this Tenancy.

2. TERM AND HOLDING OVER

2.1 Term

The Lessor lets the Premises to the Tenant for the Term.

2.2 Monthly Tenancy

If the Tenant continues to occupy the Premises after the Term with the Lessor's consent then:

- (1) the Tenant does so as a monthly tenant on the same basis as at the last day of the Term; and
- (2) either party may terminate the monthly tenancy by giving to the other 1 month's notice expiring on any day.

COMMERCIAL TENANCY AGREEMENT CONDITIONS

3. RENT AND RENT REVIEWS

3.1 Rent

The Tenant must:

- (1) pay the Rent by equal monthly instalments in advance on the first day of each month;
- (2) pay the first instalment on the signing of this agreement;
- (3) If necessary, pay the first and last instalments apportioned on a daily basis; and
- (4) pay all instalments as the Lessor directs.

3.2 Definitions

In clause 3.3:

- (1) "Index Number" means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics, if that index no longer exists, "Index Number" means an index that the Chief Executive Officer of the REIQ decides best reflects changes in the cost of living in Brisbane; and
- (2) "Review Date" means a date stated in the Reference Schedule on which the rent is to be reviewed.

3.3 Rent Review

(1) Application

This clause 3.3 applies if Review Dates are inserted in Item 7 of the Reference Schedule.

(2) Review

The Rent must be reviewed on each Review Date to an amount represented by A where:

$$A = \frac{B}{C} \times D$$

Where B = the Index Number for the quarter ending immediately before the relevant Review Date.

Where C = the Index Number for the quarter 1 year before the quarter in B; and

Where D = the Rent payable immediately before the Review Date.

4. OUTGOINGS

4.1 Tenant to Pay Outgoings

- (1) The Tenant must pay the Lessor the whole, or where a percentage is stated in Item 9 of the Reference Schedule that percentage of the Outgoings for the Premises, or the property of which the Premises is part as applicable.
- (2) Outgoings are payable to the Lessor within 14 days of production to the Tenant of a copy of the Lessor's assessment notice or account.

4.2 Outgoings

For the purposes of this clause Outgoings means the following charges levied or expenses payable in respect of the Premises or property of which the Premises is part:

- (1) rates and other charges levied pursuant to a law;
- (2) insurance premiums payable by the Lessor;
- (3) Body Corporate fees and levies (including but not limited to administrative fund levies and sinking fund levies);
- (4) the cost of cleaning any areas adjacent to the Premises that are used by the Tenant; and
- (5) maintaining any gardens on the Land.

5. USE OF THE PREMISES

5.1 Permitted Use

The Tenant must only use the Premises for the Permitted Use.

5.2 Restrictions on Use

The Tenant must not:

- (1) disturb the occupants of adjacent premises;
- (2) display any signs without the Lessor's consent which must not be unreasonably withheld;
- (3) overload any Services;
- (4) damage the Lessor's Property;
- (5) alter the Premises, install any partitions or equipment or do any building work without the Lessor's prior consent;
- (6) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums; or
- (7) do anything illegal on the Premises.

6. MAINTENANCE AND REPAIR

6.1 Repair

The Tenant must:

- (1) keep the Premises in good repair and condition except for fair wear and tear, inevitable accident and inherent structural defects; and
- (2) fix any damage caused by the Tenant or the Tenant's Employees.

6.2 Cleaning and Maintenance

The Tenant must:

- (1) keep the Premises clean and tidy; and
- (2) keep the Tenant's Property clean and maintained in good order and condition.

6.3 Lessor's Right to Inspect and Repair

- (1) The Lessor may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Tenant. In an emergency, the Lessor may enter at any time without giving the Tenant notice.
- (2) The Lessor may carry out any of the Tenant's obligations on the Tenant's behalf if the Tenant does not carry them out on time. If the Lessor does so, the Tenant must promptly pay the Lessor's costs.

7. ASSIGNMENT AND SUBLETTING

7.1 The Tenant must obtain the Lessor's consent before the Tenant assigns, sublets or deals with its interest in the Premises.

7.2 The Lessor must give its consent if:

- (1) the Tenant satisfies the Lessor that the new tenant is financially secure and has the ability to carry out the Tenant's obligations under this Tenancy;
- (2) the new tenant signs any agreement and gives any security which the Lessor reasonably requires;
- (3) the Tenant complies with any other reasonable requirements of the Lessor;
- (4) the Tenant is not in breach of the Tenancy; and
- (5) the Tenant pays the Lessor's reasonable costs of giving its consent.

OFFICER REPORT

Meeting: General 24 May 2017

Date: 5 May 2017

Item Number: 13.3

File Number: D17/33911

SUBJECT HEADING: Bassett Park User Agreement - Roma & District Rugby League

Classification: Open Access

Officer's Title: Specialist - Lease Management & Facility User Agreements

Executive Summary:

Council is asked to consider entering into a formal agreement with Roma & District Rugby League in respect to their use of Bassett Park Roma.

Officer's Recommendation:

That Council enter into a non- exclusive User Agreement with Roma & District Rugby League for the use of Bassett Park for a period of five (5) years.

Body of Report:

It is Council's goal to ensure every person/group/committee or association that uses a Maranoa Regional Council facility has a written agreement in place outlining the responsibilities of both Council and the User

A copy of the proposed agreement is attached for Council consideration.

The Roma & District Rugby League have been provided with a copy of the draft agreement and have been given the opportunity to raise any issues or questions.

Council is asked to consider the agreement

Consultation (internal/external):

Manager, Facilities (Land, Building and Structures)
Coordinator, Sport and Recreation
Coordinator, Bassett Park
Roma & District Rugby League

Risk Assessment (Legal, Financial, Political etc.):

NIL

Policy Implications:

NIL

Financial Resource Implications:

NIL

Link to Corporate Plan:

Corporate Plan 2014-2019

Strategic Priority 7: Vibrant Communities, Beautiful Towns

7.3 Facilities

7.3.3 User Agreements

Supporting Documentation:

1 [↓](#) Bassett Park User Agreement - Roma & District Rugby League D17/33907

Report authorised by:

Manager - Facilities (Land, Buildings & Structures)

Director - Development, Facilities & Environmental Services

FACILITY USER AGREEMENT

BACKGROUND

- A. Hirer has requested access to the Venue and use of the Facilities for the duration of the Term.
- B. Council has agreed to grant an access licence to the Hirer on the terms and conditions contained in this document.

OPERATIVE PROVISIONS

1. DEFINITIONS

The following words have these meanings in this document unless the contrary intention appears:

Access Times means the times that the Hirer may access and use the Venue and Facilities as specified in Item 8 of the Hire Details.

Associates means each of a party's employees, officers, agents, contractors, service suppliers, invitees, customers, patrons and those persons who at any time are under the control of, and in or on the Venue and the Facilities with the consent (express or implied) of, a party.

Council means the owner of the Venue and the Facilities more particularly described in Item 1 of the Hire Details.

Council Responsibilities means the costs, expenses, services, maintenance, cleaning and other matters specified in Item 16 of the Hire Details.

Facilities means those facilities, amenities, plant & equipment, accommodations, services, attractions or other features built or located at the Venue specified in Item 4 of the Hire Details.

Government Authority means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Hire Details means those details specified in Schedule 1.

Hire Fee means the amount specified in Item 9 of the Hire Details.

Hirer means the party described in Item 2 of the Hire Details.

Hirer Responsibilities means the cleaning, maintenance and other responsibilities to be carried out by Hirer under this document as specified in Item 15 of the Hire Details.

Insurance means the policy types and levels of cover specified in Item 13 of the Hire Details.

Outgoings means that share of the costs associated with the running and upkeep of the Venue and Facilities to be paid by Hirer as specified in Item 14 of the Hire Details.

Permitted Use means those uses of the Venue and the Facilities specified in Item 5 of the Hire Details.

Responsible Person means:

- (a) Council – that person or officer identified in Item 1 of the Hire Details; and



ROMA & DISTRICT RUGBY LEAGUE ASSOCIATION

BASSETT PARK

USER AGREEMENT

- (b) Hirer – that person or officer identified in Item 2 of the Hire Details.

Signage means the permanent signs and advertising that the Hirer is permitted to install or display at the Venue and Facilities in accordance with clause 6 and Item 10 of the Hire Details.

Term means the period specified in Item 7 of the Hire Details.

Venue means the land described in Item 3 of the Hire Details.

2. HIRE OF VENUE AND FACILITIES

- (a) Council grants to the Hirer a licence to access and use the Venue and Facilities during the Term on the conditions contained in this document.
- (b) The Hirer may only use the Venue and Facilities for the Permitted Use and during the Access Times.
- (c) The Hirer must pay Council the Hire Fee and Outgoings in accordance with Council's payment terms from time to time.
- (d) If the licence granted under this document is stipulated in Item 6 of the Hire Details to be:
- (i) 'Exclusive' - Hirer may access and use the Venue and Facilities during the Access Times for the duration of the Term without interruption by Council or its Associates; or
 - (ii) 'Non-Exclusive' – Council reserves the right to grant to third party rights to access and use of the Venue and Facilities concurrent to Hirer's Access Times.
- (e) Council reserves its rights to deal with the Venue and Facilities outside of the Access Times in its absolute discretion.

3. CONDITION REPORT

Hirer must provide a condition report to Council in respect of the Venue and Facilities in as required pursuant to Item 11 of the Hire Details and in the format required by Council.

4. RESPONSIBLE PERSON

Each party's Responsible Person will administer this document and anything arising in connection with this document. Each party may nominate a new Responsible Person by giving written notice to the other party.

5. MAINTENANCE & CLEANING

- (a) Hirer must carry out the Hirer Responsibilities during the Term as well as make good any damage or deliberate act of vandalism caused or committed by Hirer or its Associates.
- (b) Council will undertake the Council Responsibilities all other upkeep of the Venue and the Facilities not specified in clause 5(a).

6. SIGNAGE AND ADVERTISING

The Hirer may erect the Signage but must not erect any other permanent signs or advertising at the Venue without the prior written approval of Council.

7. HIRER'S WORKS

The Hirer must ensure that anything done by it in connection with this document is undertaken:

- (a) in a proper and workmanlike manner;
- (b) by suitably qualified and reputable contractors and tradespeople;
- (c) without unreasonably disturbing other occupiers and users of the Venue and Facilities; and
- (d) in accordance with any directions, conditions and requirements imposed by Council.

8. HIRER'S WARRANTIES

The Hirer warrants that:

- (a) it has the power to enter into and perform its obligations under this document;
- (b) it has (or will have) in full force and effect the authorisations, approvals, licences and consents necessary to enter into this document and perform obligations under it; and
- (c) its obligations under this document are valid and binding and are enforceable against it.

9. INDEMNITIES AND RELEASE

- (a) Hirer agrees to use the Venue and Facilities at its own risk and releases (to the full extent permitted by law) and indemnifies Council against any liability or loss arising from, and any costs, claims, charges and expenses incurred, in connection with damage to or loss of any thing and injury to, or the death of, any person caused by the act, inaction, negligence or default the Hirer or its Associates arising in connection with the Permitted Use or this document.
- (b) Hirer's liability to indemnify Council is reduced proportionally to the extent that any negligent act or omission of Council or its Associates has contributed to the injury, damage or loss.
- (c) Hirer is responsible for the cost of making good any damage caused to the Venue and Facilities arising out of and in with anything done by the Hirer in connection with this document (reasonable wear and tear is exempted).

10. INSURANCE

Hirer must:

- (a) take out, comply with and maintain the Insurance (which must be on a 'claims occurring basis') for the duration of the Term;
 - (b) give Council evidence of currency on request;
 - (c) immediately rectify anything which prejudices or might prejudice either the Insurance or Council's insurance; and
 - (d) immediately notify Council if an event occurs which gives rise or might give rise to a claim under or which might prejudice the Insurance or Council's insurance.
-

11. SAFETY, ACCIDENTS AND/OR FIRST AID

- (a) Hirer acknowledges use of the Venue and Facilities is subject to a number of risks, including injury, and the responsibility for supervision and instruction of its Associates brought into the Venue by it rests with it.
- (b) Hirer acknowledges responsibility for administering first aid in the event of an emergency rests with it. Hirer will immediately notify the nearest Queensland Ambulance Service Centre (by phoning '000') of any accident occurring on or at the Venue and Facilities requiring urgent medical attention.
- (c) Hirer must immediately notify Council upon the occurrence of any incidents at the Venue involving injury, first aid or the risk of injury to a worker or any other person at the Venue.
- (d) Hirer must create and implement, to Council's satisfaction, safety policies, procedures and practices in relation to Hirer's activities and strictly comply with its obligations as a 'Person Conducting a Business or Undertaking' under the *Work Health and Safety Act 2011* (Qld).
- (e) Hirer acknowledges that Council may require it to implement changes to its existing policies, procedures and practices from time to time as Council deems necessary.
- (f) Hirer must provide Council with safety reports as requested by Council and as stipulated by Item 12 'Safety Reporting' of the Hire Details covering all safety, hazard and risk management issues relating to the Permitted Use.
- (g) Hirer warrants that all information provided to Council by it in accordance with clause 11 is correct and complete and indemnifies Council for any and all liability that arises as a result of incorrect or incomplete information provided to Council.

12. MISCELLANEOUS**12.1 Amendment**

This document can only be amended or replaced by another document signed by the parties.

12.2 Assignment

Hirer may not assign, mortgage, encumber, charge, subcontract or declare a trust over or create an interest in, its rights under this document without the prior written consent of Council.

12.3 Compliance with laws

Hirer must comply on time with all laws and all lawful requirements and orders of Government Authorities in connection with the occupation and use of the Venue and Facilities including obtaining any approvals or licences required in connection with the Permitted Use.

12.4 Costs

Each party shall meet their own costs incurred in connection with this document but the Hirer will pay any stamp duty in relation to this document.

12.5 Counterparts and facsimile copies

This document may be executed in counterparts including by a facsimile copies. All counterparts together are taken to constitute one instrument and may be relied upon by a party to the same extent as if it was an original of this document executed by the party.

12.6 Default

Council may immediately terminate this document by giving the Hirer notice if Hirer fails to comply with any conditions of this document.

12.7 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this document expressly states otherwise.

12.8 Disputes

All disputes in connection with this document are to be resolved, fully and conclusively, by Council's Chief Executive Officer. Each party must continue to perform its obligations under this document while any dispute is determined under this clause.

12.9 Entire agreement

This document is entered into by the parties as an agreement and embodies the entire understanding between the parties and supersedes all previous arrangements on the subject matter of this document.

12.10 Governing law

The laws in force in Queensland apply to this document. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

12.11 GST

All amounts payable under or in connection with this document are exclusive of Goods and Services Tax (GST) unless otherwise stated.

12.12 Make good

When this document ends the Hirer must make good the Venue and Facilities including by cleaning, repairing any damage arising in connection the Hirer's use of the Venue and Facilities, and removing all signage, advertising, plant, equipment and supplies that do not belong to Council or other authorised users of the Venue and Facilities.

12.13 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this document.

12.14 No merger

None of the rights and obligations of a party under this document merge whatsoever and at all times remain in full force and effect.

12.15 No warranty by giving consent

By giving its approval or consent, a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

12.16 Remedies cumulative

The rights and remedies provided in this document are in addition to other rights and remedies given by law independently of this document.

12.17 Rights contractual

The rights granted under this document to the Hirer are contractual in nature only and do not attach to or create an interest or estate in, the Venue or the Facilities.

12.18 Severability

If the whole, or any part, of a provision of this document unenforceable in a jurisdiction, it is severed for that jurisdiction. The remainder of this document has full force and effect and the enforceability of that provision in any other jurisdiction is not affected.

12.19 Survival of rights and obligations

Rights accrued to a party up to the date of termination or expiration of this document, indemnities and obligations of confidence given by a party under this document survive termination or expiration of this document

12.20 Waiver

A right under this document can only be waived in writing by the party waiving the right. A party does not waive its rights under this document because it grants an extension or forbearance. A waiver of a right on one or more occasions does not operate as a waiver of that right if that right arises again. The exercise of a right does not prevent any further exercise of that right or of any other right. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

Schedule 1

HIRE DETAILS

Item 1	Council	Maranoa Regional Council ABN 99 324 089 164 Responsible Person: Specialist – Lease Management and Facility User Agreements Phone: 1300 007 662 Email: council@maranoa.qld.gov.au Address: P O Box 42 Mitchell Q 4465
Item 2	Hirer	Roma and District Rugby League Responsible Person: President Phone: 0437 721 527 Email: qrlswroma@hotmail.com Address: P O Box 297 Roma Q 4455
Item 3	Venue	Bassett Park Show Grounds (Lot 1 on RP 173063 & Lot 7 on RP 173059)
Item 4	Facilities	Oval, Announcers Box, Dressing Rooms, Grandstand, Canteen, Secretary's Office, Members Bar.
Item 5	Permitted Use	Four Weekends of Football Finals (Quarter/Semi/Grand) / Men of League Function (Bendmere Cup Race Day)
Item 6	Licence Type	Non-exclusive
Item 7	Term	5 years commencing 2017 and expiring 2022
Item 8	Access Times	Four weekends at the end of football season – August annually Men of League Function – February annually
Item 9	Hire Fee	Councils fees and charges adopted for each financial year in respect of the Venue and Facilities
Item 10	Signage	Prior authorisation from Council must be sought.
Item 11	Condition Report	Damage or Maintenance issues must be reported to Councils Building and Maintenance Department as soon as possible - 1300 007 662
Item 12	Safety Reporting	Copies of any reports relating to facilities or safety that are required to be submitted to a governing body, are to be supplied to Council annually.
Item 13	Insurance	Public Liability - \$10,000,000.00 (on a 'claims occurring basis')
Item 14	Outgoings	<ul style="list-style-type: none"> Invoiced for cleaning of facilities and grounds on weekends leading up to and on completion of football grand final
Item 15	Hirer Responsibilities	<ul style="list-style-type: none"> Insurances - property and public liability Liquor Licence – RSA Scoreboard Notify Council of executive changes after AGM Provide copy of updated Certificate of Currency annually
Item 16	Council Responsibilities	<ul style="list-style-type: none"> Insurances - property and public liability Annual pest control

-
- Maintenance buildings/inclusions
 - Maintenance lawns/grassed area/gardens
 - Rates, water, sewerage and refuse charges
 - Organising extra bins (wheelie)
 - Removal of rubbish
 - Marking Oval (paint) 4 Weekends of finals rounds
 - Replace corner posts
 - Pads put on goal /corner post morning before games and removed after games
 - All running rails removed before and replace after games
 - Race track broomed after games on Sunday night
 - Cleaning of facilities and grounds – invoice issued to Club

DRAFT

Execution

Executed as an agreement.

COUNCIL

SIGNED for **MARANOA REGIONAL COUNCIL**

by its duly authorised officer, in the
presence of:

Signature of officer

Signature of witness

Name of officer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

HIRER

SIGNED for **ROMA AND DISTRICT RUGBY**

LEAGUE by its duly authorised officer, in
the presence of:

Signature of officer

Signature of witness

Name of officer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

Proposed Responsibilities	Council	Roma and District Rugby League
Annual Pest Control	•	
Maintenance Buildings/Inclusions	•	
Maintenance Lawns/Grassed Area/Gardens	•	
Rates Notice	•	
All water charges	•	
Sewerage/Refuse Charges	•	
Organising extra bins (wheelie)	•	
Insurances	•	•
Removal of rubbish	•	
Organising of liquor licence -RSA		•
Replace corner posts	•	
Cleaning of facilities and grounds	•	
Race track broomed after games on Sunday night	•	
All running rails removed before game and replace after games	•	
Marking Oval (paint) 4 Weekends of finals rounds	•	
Pads put on goal /corner post morning before games and removed after games	•	

OFFICER REPORT

Meeting: General 24 May 2017

Date: 23 March 2017

Item Number: 13.4

File Number: D17/22365

SUBJECT HEADING: Bassett Park User Agreement - Roma Picnic Races Club Inc.

Classification: Open Access

Officer's Title: Specialist - Lease Management & Facility User Agreements

Executive Summary:

Council is asked to consider entering into a formal agreement with Roma Picnic Races Club Inc. in respect of their use of Bassett Park Roma.

Officer's Recommendation:

That Council enter into a non- exclusive User Agreement with Roma Picnic Races Club Inc. for the use of Bassett Park for a period of five (5) years.

Body of Report:

It is Council's goal to ensure every person/group/committee or association that uses a Maranoa Regional Council facility has a written agreement in place outlining the responsibilities of both Council and the User

A copy of the proposed agreement is attached for Council consideration.

The Roma Picnic Races Club Inc have been provided with a copy of the draft agreement and have been given the opportunity to raise any issues or questions.

Council is asked to consider the agreement.

Consultation (internal/external):

Manager, Facilities (Land, Building and Structures)
Coordinator, Sport and Recreation
Coordinator, Bassett Park
Councillor, Workshop
Roma Picnic Races Club Inc.

Risk Assessment (Legal, Financial, Political etc.):

NIL

Policy Implications:

NIL

Financial Resource Implications:

NIL

Link to Corporate Plan:

Corporate Plan 2014-2019

Strategic Priority 7: Vibrant Communities, Beautiful Towns

7.3 Facilities

7.3.3 User Agreements

Supporting Documentation:

1 [↓](#) Bassett Park User Agreement - Roma Picnic Race Club D15/88209
Inc.

Report authorised by:

Manager - Facilities (Land, Buildings & Structures)

Director - Development, Facilities & Environmental Services



ROMA PICNIC RACES

ABN 32 266 400 440

BASSETT PARK

USER AGREEMENT

FACILITY USER AGREEMENT

BACKGROUND

- A. Hirer has requested access to the Venue and use of the Facilities for the duration of the Term.
- B. Council has agreed to grant an access licence to the Hirer on the terms and conditions contained in this document.

OPERATIVE PROVISIONS

1. DEFINITIONS

The following words have these meanings in this document unless the contrary intention appears:

Access Times means the times that the Hirer may access and use the Venue and Facilities as specified in Item 8 of the Hire Details.

Associates means each of a party's employees, officers, agents, contractors, service suppliers, invitees, customers, patrons and those persons who at any time are under the control of, and in or on the Venue and the Facilities with the consent (express or implied) of, a party.

Council means the owner of the Venue and the Facilities more particularly described in Item 1 of the Hire Details.

Council Responsibilities means the costs, expenses, services, maintenance, cleaning and other matters specified in Item 16 of the Hire Details.

Facilities means those facilities, amenities, plant & equipment, accommodations, services, attractions or other features built or located at the Venue specified in Item 4 of the Hire Details.

Government Authority means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Hire Details means those details specified in Schedule 1.

Hire Fee means the amount specified in Item 9 of the Hire Details.

Hirer means the party described in Item 2 of the Hire Details.

Hirer Responsibilities means the cleaning, maintenance and other responsibilities to be carried out by Hirer under this document as specified in Item 15 of the Hire Details.

Insurance means the policy types and levels of cover specified in Item 13 of the Hire Details.

Outgoings means that share of the costs associated with the running and upkeep of the Venue and Facilities to be paid by Hirer as specified in Item 14 of the Hire Details.

Permitted Use means those uses of the Venue and the Facilities specified in Item 5 of the Hire Details.

Responsible Person means:

-
- (a) Council – that person or officer identified in Item 1 of the Hire Details; and
 - (b) Hirer – that person or officer identified in Item 2 of the Hire Details.

Signage means the permanent signs and advertising that the Hirer is permitted to install or display at the Venue and Facilities in accordance with clause 6 and Item 10 of the Hire Details.

Term means the period specified in Item 7 of the Hire Details.

Venue means the land described in Item 3 of the Hire Details.

2. HIRE OF VENUE AND FACILITIES

- (a) Council grants to the Hirer a licence to access and use the Venue and Facilities during the Term on the conditions contained in this document.
- (b) The Hirer may only use the Venue and Facilities for the Permitted Use and during the Access Times.
- (c) The Hirer must pay Council the Hire Fee and Outgoings in accordance with Council's payment terms from time to time.
- (d) If the licence granted under this document is stipulated in Item 6 of the Hire Details to be:
 - (i) 'Exclusive' - Hirer may access and use the Venue and Facilities during the Access Times for the duration of the Term without interruption by Council or its Associates; or
 - (ii) 'Non-Exclusive' – Council reserves the right to grant to third party rights to access and use of the Venue and Facilities concurrent to Hirer's Access Times.
- (e) Council reserves its rights to deal with the Venue and Facilities outside of the Access Times in its absolute discretion.

3. CONDITION REPORT

Hirer must provide a condition report to Council in respect of the Venue and Facilities in as required pursuant to Item 11 of the Hire Details and in the format required by Council.

4. RESPONSIBLE PERSON

Each party's Responsible Person will administer this document and anything arising in connection with this document. Each party may nominate a new Responsible Person by giving written notice to the other party.

5. MAINTENANCE & CLEANING

- (a) Hirer must carry out the Hirer Responsibilities during the Term as well as make good any damage or deliberate act of vandalism caused or committed by Hirer or its Associates.
 - (b) Council will undertake the Council Responsibilities all other upkeep of the Venue and the Facilities not specified in clause 5(a).
-

6. SIGNAGE AND ADVERTISING

The Hirer may erect the Signage but must not erect any other permanent signs or advertising at the Venue without the prior written approval of Council.

7. HIRER'S WORKS

The Hirer must ensure that anything done by it in connection with this document is undertaken:

- (a) in a proper and workmanlike manner;
- (b) by suitably qualified and reputable contractors and tradespeople;
- (c) without unreasonably disturbing other occupiers and users of the Venue and Facilities; and
- (d) in accordance with any directions, conditions and requirements imposed by Council.

8. HIRER'S WARRANTIES

The Hirer warrants that:

- (a) it has the power to enter into and perform its obligations under this document;
- (b) it has (or will have) in full force and effect the authorisations, approvals, licences and consents necessary to enter into this document and perform obligations under it; and
- (c) its obligations under this document are valid and binding and are enforceable against it.

9. INDEMNITIES AND RELEASE

- (a) Hirer agrees to use the Venue and Facilities at its own risk and releases (to the full extent permitted by law) and indemnifies Council against any liability or loss arising from, and any costs, claims, charges and expenses incurred, in connection with damage to or loss of any thing and injury to, or the death of, any person caused by the act, inaction, negligence or default the Hirer or its Associates arising in connection with the Permitted Use or this document.
- (b) Hirer's liability to indemnify Council is reduced proportionally to the extent that any negligent act or omission of Council or its Associates has contributed to the injury, damage or loss.
- (c) Hirer is responsible for the cost of making good any damage caused to the Venue and Facilities arising out of and in with anything done by the Hirer in connection with this document (reasonable wear and tear is exempted).

10. INSURANCE

Hirer must:

- (a) take out, comply with and maintain the Insurance (which must be on a 'claims occurring basis') for the duration of the Term;
 - (b) give Council evidence of currency on request;
-

-
- (c) immediately rectify anything which prejudices or might prejudice either the Insurance or Council's insurance; and
 - (d) immediately notify Council if an event occurs which gives rise or might give rise to a claim under or which might prejudice the Insurance or Council's insurance.

11. SAFETY, ACCIDENTS AND/OR FIRST AID

- (a) Hirer acknowledges use of the Venue and Facilities is subject to a number of risks, including injury, and the responsibility for supervision and instruction of its Associates brought into the Venue by it rests with it.
- (b) Hirer acknowledges responsibility for administering first aid in the event of an emergency rests with it. Hirer will immediately notify the nearest Queensland Ambulance Service Centre (by phoning '000') of any accident occurring on or at the Venue and Facilities requiring urgent medical attention.
- (c) Hirer must immediately notify Council upon the occurrence of any incidents at the Venue involving injury, first aid or the risk of injury to a worker or any other person at the Venue.
- (d) Hirer must create and implement, to Council's satisfaction, safety policies, procedures and practices in relation to Hirer's activities and strictly comply with its obligations as a 'Person Conducting a Business or Undertaking' under the *Work Health and Safety Act 2011* (Qld).
- (e) Hirer acknowledges that Council may require it to implement changes to its existing policies, procedures and practices from time to time as Council deems necessary.
- (f) Hirer must provide Council with safety reports as requested by Council and as stipulated by Item 12 'Safety Reporting' of the Hire Details covering all safety, hazard and risk management issues relating to the Permitted Use.
- (g) Hirer warrants that all information provided to Council by it in accordance with clause 11 is correct and complete and indemnifies Council for any and all liability that arises as a result of incorrect or incomplete information provided to Council.

12. MISCELLANEOUS

12.1 Amendment

This document can only be amended or replaced by another document signed by the parties.

12.2 Assignment

Hirer may not assign, mortgage, encumber, charge, subcontract or declare a trust over or create an interest in, its rights under this document without the prior written consent of Council.

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Hirer must comply on time with all laws and all lawful requirements and orders of Government Authorities in connection with the occupation and use of the Venue and Facilities including obtaining any approvals or licences required in connection with the Permitted Use.

12.4 Costs

Each party shall meet their own costs incurred in connection with this document but the Hirer will pay any stamp duty in relation to this document.

12.5 Counterparts and facsimile copies

This document may be executed in counterparts including by a facsimile copies. All counterparts together are taken to constitute one instrument and may be relied upon by a party to the same extent as if it was an original of this document executed by the party.

12.6 Default

Council may immediately terminate this document by giving the Hirer notice if Hirer fails to comply with any conditions of this document.

12.7 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this document expressly states otherwise.

12.8 Disputes

All disputes in connection with this document are to be resolved, fully and conclusively, by Council's Chief Executive Officer. Each party must continue to perform its obligations under this document while any dispute is determined under this clause.

12.9 Entire agreement

This document is entered into by the parties as an agreement and embodies the entire understanding between the parties and supersedes all previous arrangements on the subject matter of this document.

12.10 Governing law

The laws in force in Queensland apply to this document. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

12.11 GST

All amounts payable under or in connection with this document are exclusive of Goods and Services Tax (GST) unless otherwise stated.

12.12 Make good

When this document ends the Hirer must make good the Venue and Facilities including by cleaning, repairing any damage arising in connection the Hirer's use of the Venue and Facilities, and removing all signage, advertising, plant, equipment and supplies that do not belong to Council or other authorised users of the Venue and Facilities.

12.13 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this document.

12.14 No merger

None of the rights and obligations of a party under this document merge whatsoever and at all times remain in full force and effect.

12.15 No warranty by giving consent

By giving its approval or consent, a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

12.16 Remedies cumulative

The rights and remedies provided in this document are in addition to other rights and remedies given by law independently of this document.

12.17 Rights contractual

The rights granted under this document to the Hirer are contractual in nature only and do not attach to or create an interest or estate in, the Venue or the Facilities.

12.18 Severability

If the whole, or any part, of a provision of this document unenforceable in a jurisdiction, it is severed for that jurisdiction. The remainder of this document has full force and effect and the enforceability of that provision in any other jurisdiction is not affected.

12.19 Survival of rights and obligations

Rights accrued to a party up to the date of termination or expiration of this document, indemnities and obligations of confidence given by a party under this document survive termination or expiration of this document

12.20 Waiver

A right under this document can only be waived in writing by the party waiving the right. A party does not waive its rights under this document because it grants an extension or forbearance. A waiver of a right on one or more occasions does not operate as a waiver of that right if that right arises again. The exercise of a right does not prevent any further exercise of that right or of any other right. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

Schedule 1

HIRE DETAILS

Item 1	Council	Maranoa Regional Council ABN 99 324 089 164 Responsible Person: Specialist – Lease Management and Facility User Agreements Phone: 1300 007 662 Email: council@maranoa.qld.gov.au Address: P O Box 42 Mitchell Q 4465
Item 2	Hirer	Roma Picnic Races Group Inc ABN 32 266 400 440 Responsible Person: Secretary Phone: 0409898623 Email: admin@romapicnicraces.com.au Address: P O Box 532 Roma Q 4455
Item 3	Venue	Bassett Park Show Grounds (Lot 1 on RP 173063 & Lot 7 on RP 173059)
Item 4	Facilities	Race Track, Tie Up Stalls, Jockeys Room, Grand Stand, Members Bar, Main Bar, Marquee, Secretary's Office, Cold Room, Oval/Arena, Amenities, Wool Court (Function Hall), and Car Park.
Item 5	Permitted Use	Annual Race Meet – Notify Council of date when available.
Item 6	Licence Type	Exclusive/Non-exclusive
Item 7	Term	5 years commencing May 24 2017 and expiring May 23 2022
Item 8	Access Times	Duration of Picnic Races Event – including preparation and clean up.
Item 9	Hire Fee	Council fees and charges adopted for each financial year in respect of the Venue and Facilities.
Item 10	Signage	Prior authorisation from council must be sort.
Item 11	Condition Report	Damage or Maintenance issues must be reported to Councils Building and Maintenance Department as soon as possible on 1300 007 662.
Item 12	Safety Reporting	Copies of any reports relating to facilities or safety that are required to be submitted to a governing body, are to be supplied to Council annually.
Item 13	Insurance	Public Liability - \$10,000,000.00 (on a 'claims occurring basis')
Item 14	Outgoings	<ul style="list-style-type: none"> • Invoiced for hire/electricity during the event
Item 15	Hirer Responsibilities	<ul style="list-style-type: none"> • Insurances - property and public liability • Cleaning of venue during Picnic Races • Incorporation Certificate • Liquor Licence – RSA (Responsible Serving Alcohol) • Ambulance – on site • Security System - cameras • Sky Channel and network associated with this system • TAB Equipment • Industrial Bins

-
- Security Personnel
 - Organising Portable toilets - placement of and removal
 - Erection and dismantling of marquees
 - Notify Council of executive positions after AGM
 - Provide a copy of updated Certificate of Currency annually

Item 16 Council Responsibilities

- Insurances - property and public liability
- Annual Pest Control
- Maintenance buildings/inclusions
- Maintenance lawns/grassed area/gardens
- Maintenance of race track - Roll and broom track (Race Day)
- Rates, water, sewerage and refuse charges
- Organising extra bins (wheelie) if required
- Supply tractor/operator – pull barriers
- Portable Block 10 Toilets (Council owned) placed on grounds and removed after.

Execution

Executed as an agreement.

COUNCIL

SIGNED for **MARANOA REGIONAL COUNCIL**
99 324 089 164

by its duly authorised officer, in the presence of:

Signature of officer

Signature of witness

Name of officer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

HIRER

SIGNED for **ROMA PICNIC RACES CLUB Inc**
ABN 32 266 400 440 by its duly authorised
officer, in the presence of:

Signature of officer

Signature of witness

Name of officer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

Proposed Responsibilities	Council	Roma Picnic Races Inc
Annual pest control	•	
Maintenance building/inclusions	•	
Maintenance lawns/gardens	•	
All Water Charges	•	
Rates sewerage and refuse charges	•	
Organising extra bins (wheelie)	•	
Maintenance Race Track- roll and broom (Race Day)	•	
Supply Tractor/Worker – Pull Barriers	•	
Removal of rubbish	•	
Portable Block of 10 toilets (council owned) moved when required	•	
Insurances	•	•
Incorporation Certificate		•
Liquor Licence – RSA (Responsible Serving of Alcohol)		•
Ambulance on site		•
Security system - cameras		•
Sky channel and network associated with this system		•
TAB equipment		•
Electricity charges during event		•
Cleaning of Venue during races		•
Security Personnel on the ground		•
Industrial Bins		•
Organising placement and removal of Portable toilets		•
Erection and dismantling of marquees/tents		•
Provide a copy of updated certificate of Currency		•
Notify Council of Executive positions after AGM		•

OFFICER REPORT

Meeting: General 24 May 2017

Date: 23 March 2017

Item Number: 13.5

File Number: D17/22035

SUBJECT HEADING: Bassett Park User Agreement - Roma Turf Club

Classification: Open Access

Officer's Title: Specialist - Lease Management & Facility User Agreements

Executive Summary:

Council is asked to consider entering into a formal agreement with Roma Turf Club in respect of their use of Bassett Park Roma.

Officer's Recommendation:

That Council enter into a non- exclusive User Agreement with Roma Turf Club for the use of Bassett Park for a period of five (5) years.

Body of Report:

It is Council's goal to ensure every person/group/committee or association that uses a Maranoa Regional Council facility has a written agreement in place outlining the responsibilities of both Council and the User

A copy of the proposed agreement is attached for Council consideration.

The Roma Turf Club have been provided with a copy of the draft agreement and have been given the opportunity to raise any issues or questions.

Council is asked to consider the agreement.

Consultation (internal/external):

Roma Turf Club
Manager, Facilities (Land, Building and Structures)
Coordinator, Sport and Recreation
Coordinator, Bassett Park
Councillor, Workshop
Secretary, Roma Turf Club

Risk Assessment (Legal, Financial, Political etc.):

A written agreement will assist Council in managing risk.

Policy Implications:

NIL

Financial Resource Implications:

NIL

Link to Corporate Plan:

Corporate Plan 2014-2019

Strategic Priority 7: Vibrant Communities, Beautiful Towns

7.3 Facilities

7.3.3 User Agreements

Supporting Documentation:

[1](#)  Basset Park User Agreement - Roma Turf Club

D17/36035

Report authorised by:

Manager - Facilities (Land, Buildings & Structures)

Director - Development, Facilities & Environmental Services



ROMA TURF CLUB

ABN 27 002 336 434

BASSETT PARK

USER AGREEMENT

FACILITY USER AGREEMENT

BACKGROUND

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None of the rights and obligations of a party under this document merge whatsoever and at all times remain in full force and effect.

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Rights accrued to a party up to the date of termination or expiration of this document, indemnities and obligations of confidence given by a party under this document survive termination or expiration of this document

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Schedule 1

HIRE DETAILS

Item 1	Council	Maranoa Regional Council ABN - 99 324 089 164 Responsible Person: Specialist – Lease Management and Facility User Agreements Phone: 1300 007 662 Email: council@maranoa.qld.gov.au Address: P O Box 42 Mitchell Q 4465
Item 2	Hirer	Roma Turf Club ABN - 27 002 336 434 Responsible Person: Secretary Phone: 0409 898 623 Email: info@romaturfclub.org.au Address: 98 McPhie St Roma Q 4455
Item 3	Venue	Bassett Park Show Grounds (Lot 1 on RP 173063 & Lot 7 on RP 173059)
Item 4	Facilities	Race Track, Tie Up Stalls, Jockeys Room, Secretary's Office, TAB Room, Grand Stand, Members Bar, Wool Court (Function Hall), Under Cover Marquee, Main Bar, Oval/Arena, Car Park, Camping Grounds, Cold Room and Amenities.
Item 5	Permitted Use	Purpose of holding Calendar Race Meets within the Maranoa Region – Notify Council of dates when available.
Item 6	Licence Type	Exclusive/Non-exclusive
Item 7	Term	5 years commencing 24 May 2017 and expiring 23 May 2022
Item 8	Access Times	Various race days throughout the racing calendar including preparation and clean up.
Item 9	Hire Fee	Council fees and charges adopted for each financial year in respect of the Venue and Facilities.
Item 10	Signage	Prior authorisation from Council must be sought.
Item 11	Condition Report	Damage or Maintenance issues must be reported to Councils Building and Maintenance Department as soon as possible - 1300 007 662.
Item 12	Safety Reporting	Copies of any reports relating to facilities or safety that are required to be submitted to a governing body, are to be supplied to Council annually.
Item 13	Insurance	Public Liability – not less than \$10,000,000.00 (on a 'claims occurring basis')
Item 14	Outgoings	<ul style="list-style-type: none"> • Invoiced for hire/electricity during the racing events
Item 15	Hirer Responsibilities	<ul style="list-style-type: none"> • Insurances - property and public liability • Liquor Licence – RSA (Responsible Serving Alcohol) • Incorporation Certificate • Ambulance on site • Security System - cameras • Sky Channel and network associated with this system

-
- TAB Equipment
 - Industrial Bins (Roma Cup)
 - Cleaning of venue/amenities (Roma Cup)
 - Security Personnel (Roma Cup)
 - Industrial Bins (Roma Cup)
 - Erection and dismantling of marquees/tents (Roma Cup)
 - Camping area closed – fees for camping collected (Roma Cup)
 - Portable Toilets/Shower Blocks placed on grounds and removed after (Roma Cup)
 - Notify Council of executive positions after AGM
 - Provide a copy of update Certificate of Currency annually
 - Organise Traffic Management Plan (Roma Cup)
-

Item 16 Council Responsibilities

- Insurances - property and public liability
- Annual pest control
- Maintenance buildings/inclusions
- Maintenance lawns/grassed area/gardens
- Maintenance Race Track - roll and broom track (Race Day)
- Supply tractor/operator– pull barriers
- Rates, water, sewerage and refuse charges
- Organising extra bins (wheelie)
- Cleaning of venue for all small race meets
- Removal of rubbish
- Goal posts removed and replaced on Oval (Roma Cup)
- Portable Block of 10 toilets (council owned) moved when required (Roma Cup)

Execution

Executed as an agreement.

COUNCIL

SIGNED for MARANOA REGIONAL COUNCIL

by its duly authorised officer, in the presence of:

Signature of officer

Signature of witness

Name of officer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

HIRER

SIGNED for Roma Turf Club

ABN 27 002 336 434 by its duly authorised officer, in the presence of:

Signature of officer

Signature of witness

Name of officer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

Proposed Responsibilities	Council	Roma Turf Club
Annual pest control	•	
Maintenance building/inclusions	•	
Maintenance lawns/gardens	•	
All Water Charges	•	
Rates sewerage and refuse charges	•	
Organising extra bins (wheelie)	•	
Maintenance Race Track- roll and broom (Race Day)	•	
Supply Tractor/Worker – Pull Barriers	•	
Cleaning venue for small race meets	•	
Removal of rubbish	•	
Goal post removed and replaced on Oval (Roma Cup)	•	
Portable Block of 10 toilets (council owned) moved when required	•	
Incorporation Certificate		•
Insurances	•	•
Liquor Licence – RSA (Responsible Serving of Alcohol)		•
Ambulance on site		•
Security system - cameras		•
Sky channel and network associated with this system		•
TAB equipment		•
Electricity Charges during racing events		•
Erection and dismantling of marquees/tents (Roma Cup)		•
Cleaning of Amenities (Race Day)		•
Cleaning of Venue (Roma Cup)		•
Security Personnel (Roma Cup)		•
Industrial Bins (Roma Cup)		•
Camping area closed – fees for camping collected (Roma Cup)		•
Portable Toilets/Shower Blocks placed on grounds and removed after (Roma Cup)		•
Notify Council of Executive positions after AGM		•
Provide a copy of update Certificate of Currency annually		•
Organise Traffic Management Plan		•

OFFICER REPORT

Meeting: General 24 May 2017

Date: 27 March 2017

Item Number: 13.6

File Number: D17/23323

SUBJECT HEADING: User Agreements - Wallumbilla/Surat Red Bulls

Classification: Open Access

Officer's Title: Specialist - Lease Management & Facility User Agreements

Executive Summary:

Council is asked to consider entering into a formal agreement with the Wallumbilla/Surat Red Bulls Incorporated in respect to their use of Bassett Park Roma, Wallumbilla Football Grounds and the Surat Recreation Grounds.

Officer's Recommendation:

That Council

1. Enter into a non- exclusive User Agreement with the Wallumbilla/Surat Red Bulls Incorporated for the use of Bassett Park for a period of five (5) years.
 2. Enter into a non- exclusive User Agreement with the Wallumbilla/Surat Red Bulls Incorporated for the use of Surat Recreation Grounds for a period of five (5) years.
 3. Commence preparation of a trustee lease with Wallumbilla/Surat Red Bulls Incorporated in regard to their use of the Wallumbilla Football Grounds being a recreation reserve described as Lot 4 on Crown Plan W40923.
-

Body of Report:

It is Council's goal to ensure every person/group/committee or association that uses a Maranoa Regional Council facility has a written agreement in place outlining the responsibilities of both Council and the User

The proposed agreements are attached for Council consideration being for the use of Bassett Park Roma as a training facility two nights a week during football season and for the use of the Surat Recreation Grounds to hold football competition games.

The Wallumbilla Football clubhouse and field is situated on a recreation reserve and because of the exclusive use by the Wallumbilla Surat Red Bulls, entering into a Trustee Lease is recommended. The lease will detail the responsibilities of both parties and will assist Council in managing risk. When a trustee lease is in place, Council as the trustee lessor will allow the lessee to manage the day to day operations of the facility with minimal involvement from Council.

The Wallumbilla/Surat Red Bulls Incorporated have been provided with copies of the draft user agreements and have been given the opportunity to raise any issues or questions.

Council is asked to consider the agreement.

Consultation (internal/external):

Wallumbilla Surat Red Bulls
Manager, Facilities (Land, Building and Structures)
Coordinator, Sport and Recreation
Councillor, Workshop

Risk Assessment (Legal, Financial, Political etc.):

It is a Top 5 Strategic Project – Facilities, for Council to have written agreements with all facility users.

Policy Implications:

NIL

Financial Resource Implications:

NIL

Link to Corporate Plan:

Corporate Plan 2014-2019
Strategic Priority 7: Vibrant Communities, Beautiful Towns
7.3 Facilities
7.3.3 User Agreements

Supporting Documentation:

- | | | | |
|---|-------------------|---|-----------|
| 1 | ↓ | Surat Recreation Grounds User Agreement - Wallumbilla Surat Red Bulls | D17/37107 |
| 2 | ↓ | Bassett Park User Agreement - Wallumbilla/Surat Red Bulls | D15/86148 |

Report authorised by:

Manager - Facilities (Land, Buildings & Structures)
Director - Development, Facilities & Environmental Services

FACILITY USER AGREEMENT

BACKGROUND

- A. Hirer has requested access to the Venue and use of the Facilities for the duration of the Term.
- B. Council has agreed to grant an access licence to the Hirer on the terms and conditions contained in this document.

OPERATIVE PROVISIONS

1. DEFINITIONS

The following words have these meanings in this document unless the contrary intention appears:

Access Times means the times that the Hirer may access and use the Venue and Facilities as specified in Item 8 of the Hire Details.

Associates means each of a party's employees, officers, agents, contractors, service suppliers, invitees, customers, patrons and those persons who at any time are under the control of, and in or on the Venue and the Facilities with the consent (express or implied) of, a party.

Council means the owner of the Venue and the Facilities more particularly described in Item 1 of the Hire Details.

Council Responsibilities means the costs, expenses, services, maintenance, cleaning and other matters specified in Item 16 of the Hire Details.

Facilities means those facilities, amenities, plant & equipment, accommodations, services, attractions or other features built or located at the Venue specified in Item 4 of the Hire Details.

Government Authority means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Hire Details means those details specified in Schedule 1.

Hire Fee means the amount specified in Item 9 of the Hire Details.

Hirer means the party described in Item 2 of the Hire Details.

Hirer Responsibilities means the cleaning, maintenance and other responsibilities to be carried out by Hirer under this document as specified in Item 15 of the Hire Details.

Insurance means the policy types and levels of cover specified in Item 13 of the Hire Details.

Outgoings means that share of the costs associated with the running and upkeep of the Venue and Facilities to be paid by Hirer as specified in Item 14 of the Hire Details.

Permitted Use means those uses of the Venue and the Facilities specified in Item 5 of the Hire Details.

Responsible Person means:

- (a) Council – that person or officer identified in Item 1 of the Hire Details; and



**WALLUMBILLA/SURAT
RED BULLS INCORPORATED
ABN 74 385 276 846**

Surat Recreation Grounds

USER AGREEMENT

- (b) Hirer – that person or officer identified in Item 2 of the Hire Details.

Signage means the permanent signs and advertising that the Hirer is permitted to install or display at the Venue and Facilities in accordance with clause 6 and Item 10 of the Hire Details.

Term means the period specified in Item 7 of the Hire Details.

Venue means the land described in Item 3 of the Hire Details.

2. HIRE OF VENUE AND FACILITIES

- (a) Council grants to the Hirer a licence to access and use the Venue and Facilities during the Term on the conditions contained in this document.
- (b) The Hirer may only use the Venue and Facilities for the Permitted Use and during the Access Times.
- (c) The Hirer must pay Council the Hire Fee and Outgoings in accordance with Council's payment terms from time to time.
- (d) If the licence granted under this document is stipulated in Item 6 of the Hire Details to be:
- (i) 'Exclusive' - Hirer may access and use the Venue and Facilities during the Access Times for the duration of the Term without interruption by Council or its Associates; or
 - (ii) 'Non-Exclusive' – Council reserves the right to grant to third party rights to access and use of the Venue and Facilities concurrent to Hirer's Access Times.
- (e) Council reserves its rights to deal with the Venue and Facilities outside of the Access Times in its absolute discretion.

3. CONDITION REPORT

Hirer must provide a condition report to Council in respect of the Venue and Facilities in as required pursuant to Item 11 of the Hire Details and in the format required by Council.

4. RESPONSIBLE PERSON

Each party's Responsible Person will administer this document and anything arising in connection with this document. Each party may nominate a new Responsible Person by giving written notice to the other party.

5. MAINTENANCE & CLEANING

- (a) Hirer must carry out the Hirer Responsibilities during the Term as well as make good any damage or deliberate act of vandalism caused or committed by Hirer or its Associates.
- (b) Council will undertake the Council Responsibilities all other upkeep of the Venue and the Facilities not specified in clause 5(a).

6. SIGNAGE AND ADVERTISING

The Hirer may erect the Signage but must not erect any other permanent signs or advertising at the Venue without the prior written approval of Council.

7. HIRER'S WORKS

The Hirer must ensure that anything done by it in connection with this document is undertaken:

- (a) in a proper and workmanlike manner;
- (b) by suitably qualified and reputable contractors and tradespeople;
- (c) without unreasonably disturbing other occupiers and users of the Venue and Facilities; and
- (d) in accordance with any directions, conditions and requirements imposed by Council.

8. HIRER'S WARRANTIES

The Hirer warrants that:

- (a) it has the power to enter into and perform its obligations under this document;
- (b) it has (or will have) in full force and effect the authorisations, approvals, licences and consents necessary to enter into this document and perform obligations under it; and
- (c) its obligations under this document are valid and binding and are enforceable against it.

9. INDEMNITIES AND RELEASE

- (a) Hirer agrees to use the Venue and Facilities at its own risk and releases (to the full extent permitted by law) and indemnifies Council against any liability or loss arising from, and any costs, claims, charges and expenses incurred, in connection with damage to or loss of any thing and injury to, or the death of, any person caused by the act, inaction, negligence or default the Hirer or its Associates arising in connection with the Permitted Use or this document.
- (b) Hirer's liability to indemnify Council is reduced proportionally to the extent that any negligent act or omission of Council or its Associates has contributed to the injury, damage or loss.
- (c) Hirer is responsible for the cost of making good any damage caused to the Venue and Facilities arising out of and in with anything done by the Hirer in connection with this document (reasonable wear and tear is exempted).

10. INSURANCE

Hirer must:

- (a) take out, comply with and maintain the Insurance (which must be on a 'claims occurring basis') for the duration of the Term;
 - (b) give Council evidence of currency on request;
 - (c) immediately rectify anything which prejudices or might prejudice either the Insurance or Council's insurance; and
 - (d) immediately notify Council if an event occurs which gives rise or might give rise to a claim under or which might prejudice the Insurance or Council's insurance.
-

11. SAFETY, ACCIDENTS AND/OR FIRST AID

- (a) Hirer acknowledges use of the Venue and Facilities is subject to a number of risks, including injury, and the responsibility for supervision and instruction of its Associates brought into the Venue by it rests with it.
- (b) Hirer acknowledges responsibility for administering first aid in the event of an emergency rests with it. Hirer will immediately notify the nearest Queensland Ambulance Service Centre (by phoning '000') of any accident occurring on or at the Venue and Facilities requiring urgent medical attention.
- (c) Hirer must immediately notify Council upon the occurrence of any incidents at the Venue involving injury, first aid or the risk of injury to a worker or any other person at the Venue.
- (d) Hirer must create and implement, to Council's satisfaction, safety policies, procedures and practices in relation to Hirer's activities and strictly comply with its obligations as a 'Person Conducting a Business or Undertaking' under the *Work Health and Safety Act 2011* (Qld).
- (e) Hirer acknowledges that Council may require it to implement changes to its existing policies, procedures and practices from time to time as Council deems necessary.
- (f) Hirer must provide Council with safety reports as requested by Council and as stipulated by Item 12 'Safety Reporting' of the Hire Details covering all safety, hazard and risk management issues relating to the Permitted Use.
- (g) Hirer warrants that all information provided to Council by it in accordance with clause 11 is correct and complete and indemnifies Council for any and all liability that arises as a result of incorrect or incomplete information provided to Council.

12. MISCELLANEOUS**12.1 Amendment**

This document can only be amended or replaced by another document signed by the parties.

12.2 Assignment

Hirer may not assign, mortgage, encumber, charge, subcontract or declare a trust over or create an interest in, its rights under this document without the prior written consent of Council.

12.3 Compliance with laws

Hirer must comply on time with all laws and all lawful requirements and orders of Government Authorities in connection with the occupation and use of the Venue and Facilities including obtaining any approvals or licences required in connection with the Permitted Use.

12.4 Costs

Each party shall meet their own costs incurred in connection with this document but the Hirer will pay any stamp duty in relation to this document.

12.5 Counterparts and facsimile copies

This document may be executed in counterparts including by a facsimile copies. All counterparts together are taken to constitute one instrument and may be relied upon by a party to the same extent as if it was an original of this document executed by the party.

12.6 Default

Council may immediately terminate this document by giving the Hirer notice if Hirer fails to comply with any conditions of this document.

12.7 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this document expressly states otherwise.

12.8 Disputes

All disputes in connection with this document are to be resolved, fully and conclusively, by Council's Chief Executive Officer. Each party must continue to perform its obligations under this document while any dispute is determined under this clause.

12.9 Entire agreement

This document is entered into by the parties as an agreement and embodies the entire understanding between the parties and supersedes all previous arrangements on the subject matter of this document.

12.10 Governing law

The laws in force in Queensland apply to this document. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

12.11 GST

All amounts payable under or in connection with this document are exclusive of Goods and Services Tax (GST) unless otherwise stated.

12.12 Make good

When this document ends the Hirer must make good the Venue and Facilities including by cleaning, repairing any damage arising in connection the Hirer's use of the Venue and Facilities, and removing all signage, advertising, plant, equipment and supplies that do not belong to Council or other authorised users of the Venue and Facilities.

12.13 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this document.

12.14 No merger

None of the rights and obligations of a party under this document merge whatsoever and at all times remain in full force and effect.

12.15 No warranty by giving consent

By giving its approval or consent, a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

12.16 Remedies cumulative

The rights and remedies provided in this document are in addition to other rights and remedies given by law independently of this document.

12.17 Rights contractual

The rights granted under this document to the Hirer are contractual in nature only and do not attach to or create an interest or estate in, the Venue or the Facilities.

12.18 Severability

If the whole, or any part, of a provision of this document unenforceable in a jurisdiction, it is severed for that jurisdiction. The remainder of this document has full force and effect and the enforceability of that provision in any other jurisdiction is not affected.

12.19 Survival of rights and obligations

Rights accrued to a party up to the date of termination or expiration of this document, indemnities and obligations of confidence given by a party under this document survive termination or expiration of this document

12.20 Waiver

A right under this document can only be waived in writing by the party waiving the right. A party does not waive its rights under this document because it grants an extension or forbearance. A waiver of a right on one or more occasions does not operate as a waiver of that right if that right arises again. The exercise of a right does not prevent any further exercise of that right or of any other right. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

Schedule 1

HIRE DETAILS

Item 1	Council	Maranoa Regional Council ABN 99 324 089 164 Responsible Person: Specialist – Lease Management and Facility User Agreements Phone: 1300 007 662 Email: council@maranoa.qld.gov.au Address: P O Box 42 Mitchell Q 4465
Item 2	Hirer	Wallumbilla Surat Red Bulls RLFC Inc. ABN 74 385 276 846 Responsible Person: President Phone: 0477 026 557 Email: red_bulls_rlfrc@outlook.com Address: P O Box 133 Roma Q 4455
Item 3	Venue	Surat Recreation Ground (252821)
Item 4	Facilities	Oval, dressing/change/storage rooms, canteen
Item 5	Permitted Use	Rugby League Football season games - notify Council of dates when available.
Item 6	Licence Type	Exclusive/Non-exclusive
Item 7	Term	Five (5) years commencing May 24 2017 and expiring May 23 2022
Item 8	Access Times	Rugby League Football season - including preparation, game time and clean up during the season
Item 9	Hire Fee	Council's fees and charges adopted for each financial year in respect of the Venue and Facilities – with consideration of any fee waivers Council may grant from time to time.
Item 10	Signage	Prior authorisation from Council must be sought.
Item 11	Condition Report	Damage or Maintenance issues must be reported to Councils Building and Maintenance Department as soon as possible - 1300 007 662
Item 12	Safety Reporting	Copies of any reports relating to facilities or safety that are required to be submitted to a governing body, are to be supplied to Council annually.
Item 13	Insurance	Public Liability – not less than \$10,000,000.00 (on a 'claims occurring basis')
Item 14	Outgoings	<ul style="list-style-type: none"> NIL
Item 15	Hirer Responsibilities	<ul style="list-style-type: none"> Insurance – property and public liability Rubbish is to be placed in bins provided Facility and grounds are to be left clean and tidy after games Marking of oval before games Provide a copy of games calendar to Council for mowing schedule Notify Council of executive positions after AGM Provide copy of updated Certificate of Currency annually

-
- Item 16 **Council Responsibilities**
- Insurance – property and public liability
 - Annual pest control
 - Weed Control
 - Maintenance buildings
 - Mowing as per calendar supplied by Club
 - Rates/water/electricity
 - Removal of rubbish

DRAFT

Execution

Executed as an agreement.

COUNCIL

SIGNED for **MARANOA REGIONAL COUNCIL**

99 324 089 164 by its duly authorised officer, in the presence of:

Signature of officer

Signature of witness

Name of officer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

HIRER

SIGNED for

WALLUMBILLA SURAT RED BULLS RLFC Inc

ABN 74 385 276 846 by its duly authorised officer, in the presence of:

Signature of officer

Signature of witness

Name of officer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

Proposed Responsibilities	Council	Wallumbilla Surat Red Bulls
Annual Pest Control	•	
Maintenance Buildings/Inclusions	•	
Maintenance Lawns/Grassed Area/Gardens	•	
Rates Notice	•	
All water/electricity charges	•	
Sewerage/Refuse Charges	•	
Insurances	•	•
Removal of rubbish		•
Incorporation Certificate		•
Notify Council of Executive Changes at AGM		•

FACILITY USER AGREEMENT

BACKGROUND

- A. Hirer has requested access to the Venue and use of the Facilities for the duration of the Term.
- B. Council has agreed to grant an access licence to the Hirer on the terms and conditions contained in this document.

OPERATIVE PROVISIONS

1. DEFINITIONS

The following words have these meanings in this document unless the contrary intention appears:

Access Times means the times that the Hirer may access and use the Venue and Facilities as specified in Item 8 of the Hire Details.

Associates means each of a party's employees, officers, agents, contractors, service suppliers, invitees, customers, patrons and those persons who at any time are under the control of, and in or on the Venue and the Facilities with the consent (express or implied) of, a party.

Council means the owner of the Venue and the Facilities more particularly described in Item 1 of the Hire Details.

Council Responsibilities means the costs, expenses, services, maintenance, cleaning and other matters specified in Item 16 of the Hire Details.

Facilities means those facilities, amenities, plant & equipment, accommodations, services, attractions or other features built or located at the Venue specified in Item 4 of the Hire Details.

Government Authority means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Hire Details means those details specified in Schedule 1.

Hire Fee means the amount specified in Item 9 of the Hire Details.

Hirer means the party described in Item 2 of the Hire Details.

Hirer Responsibilities means the cleaning, maintenance and other responsibilities to be carried out by Hirer under this document as specified in Item 15 of the Hire Details.

Insurance means the policy types and levels of cover specified in Item 13 of the Hire Details.

Outgoings means that share of the costs associated with the running and upkeep of the Venue and Facilities to be paid by Hirer as specified in Item 14 of the Hire Details.

Permitted Use means those uses of the Venue and the Facilities specified in Item 5 of the Hire Details.

Responsible Person means:

- (a) Council – that person or officer identified in Item 1 of the Hire Details; and



**WALLUMBILLA/SURAT
RED BULLS INCORPORATED
ABN 74 385 276 846**

**BASSETT PARK
USER AGREEMENT**

- (b) Hirer – that person or officer identified in Item 2 of the Hire Details.

Signage means the permanent signs and advertising that the Hirer is permitted to install or display at the Venue and Facilities in accordance with clause 6 and Item 10 of the Hire Details.

Term means the period specified in Item 7 of the Hire Details.

Venue means the land described in Item 3 of the Hire Details.

2. HIRE OF VENUE AND FACILITIES

- (a) Council grants to the Hirer a licence to access and use the Venue and Facilities during the Term on the conditions contained in this document.
- (b) The Hirer may only use the Venue and Facilities for the Permitted Use and during the Access Times.
- (c) The Hirer must pay Council the Hire Fee and Outgoings in accordance with Council's payment terms from time to time.
- (d) If the licence granted under this document is stipulated in Item 6 of the Hire Details to be:
- (i) 'Exclusive' - Hirer may access and use the Venue and Facilities during the Access Times for the duration of the Term without interruption by Council or its Associates; or
 - (ii) 'Non-Exclusive' – Council reserves the right to grant to third party rights to access and use of the Venue and Facilities concurrent to Hirer's Access Times.
- (e) Council reserves its rights to deal with the Venue and Facilities outside of the Access Times in its absolute discretion.

3. CONDITION REPORT

Hirer must provide a condition report to Council in respect of the Venue and Facilities in as required pursuant to Item 11 of the Hire Details and in the format required by Council.

4. RESPONSIBLE PERSON

Each party's Responsible Person will administer this document and anything arising in connection with this document. Each party may nominate a new Responsible Person by giving written notice to the other party.

5. MAINTENANCE & CLEANING

- (a) Hirer must carry out the Hirer Responsibilities during the Term as well as make good any damage or deliberate act of vandalism caused or committed by Hirer or its Associates.
- (b) Council will undertake the Council Responsibilities all other upkeep of the Venue and the Facilities not specified in clause 5(a).

6. SIGNAGE AND ADVERTISING

The Hirer may erect the Signage but must not erect any other permanent signs or advertising at the Venue without the prior written approval of Council.

7. HIRER'S WORKS

The Hirer must ensure that anything done by it in connection with this document is undertaken:

- (a) in a proper and workmanlike manner;
- (b) by suitably qualified and reputable contractors and tradespeople;
- (c) without unreasonably disturbing other occupiers and users of the Venue and Facilities;
and
- (d) in accordance with any directions, conditions and requirements imposed by Council.

8. HIRER'S WARRANTIES

The Hirer warrants that:

- (a) it has the power to enter into and perform its obligations under this document;
- (b) it has (or will have) in full force and effect the authorisations, approvals, licences and consents necessary to enter into this document and perform obligations under it; and
- (c) its obligations under this document are valid and binding and are enforceable against it.

9. INDEMNITIES AND RELEASE

- (a) Hirer agrees to use the Venue and Facilities at its own risk and releases (to the full extent permitted by law) and indemnifies Council against any liability or loss arising from, and any costs, claims, charges and expenses incurred, in connection with damage to or loss of any thing and injury to, or the death of, any person caused by the act, inaction, negligence or default the Hirer or its Associates arising in connection with the Permitted Use or this document.
- (b) Hirer's liability to indemnify Council is reduced proportionally to the extent that any negligent act or omission of Council or its Associates has contributed to the injury, damage or loss.
- (c) Hirer is responsible for the cost of making good any damage caused to the Venue and Facilities arising out of and in with anything done by the Hirer in connection with this document (reasonable wear and tear is exempted).

10. INSURANCE

Hirer must:

- (a) take out, comply with and maintain the Insurance (which must be on a 'claims occurring basis') for the duration of the Term;
 - (b) give Council evidence of currency on request;
 - (c) immediately rectify anything which prejudices or might prejudice either the Insurance or Council's insurance; and
 - (d) immediately notify Council if an event occurs which gives rise or might give rise to a claim under or which might prejudice the Insurance or Council's insurance.
-

11. SAFETY, ACCIDENTS AND/OR FIRST AID

- (a) Hirer acknowledges use of the Venue and Facilities is subject to a number of risks, including injury, and the responsibility for supervision and instruction of its Associates brought into the Venue by it rests with it.
- (b) Hirer acknowledges responsibility for administering first aid in the event of an emergency rests with it. Hirer will immediately notify the nearest Queensland Ambulance Service Centre (by phoning '000') of any accident occurring on or at the Venue and Facilities requiring urgent medical attention.
- (c) Hirer must immediately notify Council upon the occurrence of any incidents at the Venue involving injury, first aid or the risk of injury to a worker or any other person at the Venue.
- (d) Hirer must create and implement, to Council's satisfaction, safety policies, procedures and practices in relation to Hirer's activities and strictly comply with its obligations as a 'Person Conducting a Business or Undertaking' under the *Work Health and Safety Act 2011* (Qld).
- (e) Hirer acknowledges that Council may require it to implement changes to its existing policies, procedures and practices from time to time as Council deems necessary.
- (f) Hirer must provide Council with safety reports as requested by Council and as stipulated by Item 12 'Safety Reporting' of the Hire Details covering all safety, hazard and risk management issues relating to the Permitted Use.
- (g) Hirer warrants that all information provided to Council by it in accordance with clause 11 is correct and complete and indemnifies Council for any and all liability that arises as a result of incorrect or incomplete information provided to Council.

12. MISCELLANEOUS**12.1 Amendment**

This document can only be amended or replaced by another document signed by the parties.

12.2 Assignment

Hirer may not assign, mortgage, encumber, charge, subcontract or declare a trust over or create an interest in, its rights under this document without the prior written consent of Council.

12.3 Compliance with laws

Hirer must comply on time with all laws and all lawful requirements and orders of Government Authorities in connection with the occupation and use of the Venue and Facilities including obtaining any approvals or licences required in connection with the Permitted Use.

12.4 Costs

Each party shall meet their own costs incurred in connection with this document but the Hirer will pay any stamp duty in relation to this document.

12.5 Counterparts and facsimile copies

This document may be executed in counterparts including by a facsimile copies. All counterparts together are taken to constitute one instrument and may be relied upon by a party to the same extent as if it was an original of this document executed by the party.

12.6 Default

Council may immediately terminate this document by giving the Hirer notice if Hirer fails to comply with any conditions of this document.

12.7 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this document expressly states otherwise.

12.8 Disputes

All disputes in connection with this document are to be resolved, fully and conclusively, by Council's Chief Executive Officer. Each party must continue to perform its obligations under this document while any dispute is determined under this clause.

12.9 Entire agreement

This document is entered into by the parties as an agreement and embodies the entire understanding between the parties and supersedes all previous arrangements on the subject matter of this document.

12.10 Governing law

The laws in force in Queensland apply to this document. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

12.11 GST

All amounts payable under or in connection with this document are exclusive of Goods and Services Tax (GST) unless otherwise stated.

12.12 Make good

When this document ends the Hirer must make good the Venue and Facilities including by cleaning, repairing any damage arising in connection the Hirer's use of the Venue and Facilities, and removing all signage, advertising, plant, equipment and supplies that do not belong to Council or other authorised users of the Venue and Facilities.

12.13 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this document.

12.14 No merger

None of the rights and obligations of a party under this document merge whatsoever and at all times remain in full force and effect.

12.15 No warranty by giving consent

By giving its approval or consent, a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

12.16 Remedies cumulative

The rights and remedies provided in this document are in addition to other rights and remedies given by law independently of this document.

12.17 Rights contractual

The rights granted under this document to the Hirer are contractual in nature only and do not attach to or create an interest or estate in, the Venue or the Facilities.

12.18 Severability

If the whole, or any part, of a provision of this document unenforceable in a jurisdiction, it is severed for that jurisdiction. The remainder of this document has full force and effect and the enforceability of that provision in any other jurisdiction is not affected.

12.19 Survival of rights and obligations

Rights accrued to a party up to the date of termination or expiration of this document, indemnities and obligations of confidence given by a party under this document survive termination or expiration of this document

12.20 Waiver

A right under this document can only be waived in writing by the party waiving the right. A party does not waive its rights under this document because it grants an extension or forbearance. A waiver of a right on one or more occasions does not operate as a waiver of that right if that right arises again. The exercise of a right does not prevent any further exercise of that right or of any other right. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

Schedule 1

HIRE DETAILS

Item 1	Council	Maranoa Regional Council ABN 99 324 089 164 Responsible Person: Specialist – Lease Management and Facility User Agreements Phone: 1300 007 662 Email: council@maranoa.qld.gov.au Address: P O Box 42 Mitchell Q 4465
Item 2	Hirer	Wallumbilla Surat Red Bulls RLFC Inc. ABN 74 385 276 846 Responsible Person: President Phone: 0407626725 Email: red_bulls_rlfc@outlook.com Address: P O Box 133 Roma Q 4455
Item 3	Venue	Bassett Park Show Grounds (Lot 1 on RP 173063 & Lot 7 on RP 173059)
Item 4	Facilities	Main Arena (Oval), Amenities, Lights
Item 5	Permitted Use	Rugby League Football Training
Item 6	Licence Type	Exclusive/Non-exclusive
Item 7	Term	5 years commencing 24 May 2017 and expiring 23 May 2021
Item 8	Access Times	Weekly - Tues/Thurs (6pm - 8.30pm) until finals of football season
Item 9	Hire Fee	Council's fees and charges adopted for each financial year in respect of the Venue and Facilities – with consideration of any fee waivers Council may grant from time to time.
Item 10	Signage	Prior authorisation from Council must be sought.
Item 11	Condition Report	Damage or Maintenance issues must be reported to Councils Building and Maintenance Department as soon as possible - 1300 007 662
Item 12	Safety Reporting	Copies of any reports relating to facilities or safety that are required to be submitted to a governing body, are to be supplied to Council annually.
Item 13	Insurance	Public Liability – not less than \$10,000,000.00 (on a 'claims occurring basis')
Item 14	Outgoings	<ul style="list-style-type: none"> NIL
Item 15	Hirer Responsibilities	<ul style="list-style-type: none"> Insurance – property and public liability Removal of rubbish Locking gates and turning lights off at end of practice Notify Council of executive positions after AGM Updated copy of Certificate of Currency annually Shipping container on site – Letter reference D14/21051
Item 16	Council Responsibilities	<ul style="list-style-type: none"> Insurances - property and public liability Annual pest control Maintenance buildings/inclusions Maintenance oval/lawns/grassed area/gardens

-
- Rates, sewerage, refuse and electricity charges

DRAFT

Execution

Executed as an agreement.

COUNCIL

SIGNED for **MARANOA REGIONAL COUNCIL**

99 324 089 164 by its duly authorised officer, in the presence of:

Signature of officer

Signature of witness

Name of officer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

HIRER

SIGNED for

WALLUMBILLA SURAT RED BULLS RLFC Inc

ABN 74 385 276 846 by its duly authorised officer, in the presence of:

Signature of officer

Signature of witness

Name of officer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

Proposed Responsibilities	Council	Wallumbilla/Surat Red Bulls
Annual Pest Control	•	
Maintenance Buildings/Inclusions	•	
Maintenance Lawns/Grassed Area/Gardens	•	
Rates/sewerage/refuse /electrical charges	•	
Insurances	•	•
Removal of rubbish		•
Locking gates and turning lights off at end of practice		•
Updated copy of Certificate of Currency annually		•
Notify Council of Executive Changes at AGM		•
Shipping container on site – Letter reference D14/21051		•