# BUSINESS PAPER

## Ordinary Meeting

## Wednesday 14 October 2020

Mitchell Memorial Hall

**NOTICE OF MEETING**

Date: 12 October 2020

| | |
|---|---|
| Mayor: | Councillor T D Golder |
| Deputy Mayor: | Councillor G B McMullen |
| Councillors: | Councillor J R P Birkett<br>Councillor M C Edwards<br>Councillor J L Guthrie<br>Councillor J M Hancock<br>Councillor W L Ladbrook<br>Councillor C J O'Neil<br>Councillor W M Taylor |
| Chief Executive Officer: | Ms Julie Reitano |
| Executive Management: | Mr Rob Hayward (Deputy Chief Executive Officer/Director Development, Facilities & Environmental Services)<br>Ms Sharon Frank (Director Corporate & Community Services) |

Attached is the agenda for the **Ordinary Meeting** to be held at the Mitchell Memorial Hall on **14 October, 2020 at 6.30PM.**

Julie Reitano
**Chief Executive Officer**

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## Status Reports

## Next General Meeting

- To be held at the Roma Administration Centre on 28 October 2020.

## Confidential Items

In accordance with the provisions of section 254J(3) of the *Local Government Regulation 2012,* a local government may resolve to close a meeting to the public to discuss

confidential items that it's Councillors or members consider it necessary to close the meeting.

## 14 Confidential Items

### C.1 Originating Application No. 3784 of 2018

**Classification:** Closed Access

Local Government Regulation 2012 Section 254J(3)(e) legal advice obtained by the local government or legal proceedings involving the local government including, for example, legal proceedings that may be taken by or against the local government.

### C.2 Injune Lettable Space - Cafe on Second Option to Renew

**Classification:** Closed Access

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

### C.3 New Drafts including Improvements to Access Laneways, and Access Gate Near Office Area - Roma Saleyards

**Classification:** Closed Access

Local Government Regulation 2012 Section 254J(3)(f.) matters that may directly affect the health and safety of an individual or a group of individuals.

### C.4 Clearview Rise (Stage 3)

**Classification:** Closed Access

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

### C.5 Preliminary Negotiations – Business Partnership

**Classification:** Closed Access

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

### C.6 Expression of Interest - Vulnerable Road User Program

**Classification:** Closed Access

Local Government Regulation 2012 Section 254J(3)(f) matters that may directly affect the health and safety of an individual or a group of individuals.

### C.7 Notice of intention to consult over changes

**Classification:** Closed Access

Local Government Regulation 2012 Section 254J(3)(b) industrial matters affecting employees.

### C.8 Bigger Big Rig Project - Memorandum of Understanding (Financial Deed)

**Classification:** Closed Access

Local Government Regulation 2012 Section 254J(3)(g) negotiations relating to a commercial matter involving the local government for

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**C.9 2020-21 Budget Amendments - co-contributions to the Heavy Vehicle Safety and Productivity Program and Bridge Renewal Program**
**Classification:** Closed Access

Local Government Regulation 2012 Section 254J(3)(c) the local government's budget.

**C.10 Racecourse North Estate Injune - Land for Sale**
**Classification:** Closed Access

Local Government Regulation 2012 Section 254J(3)(e.) legal advice obtained by the local government or legal proceedings involving the local government including, for example, legal proceedings that may be taken by or against the local government.

**C.11 Workforce Briefing re Organisational Change**
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## Closure

# MINUTES OF THE ORDINARY MEETING OF MARANOA REGIONAL COUNCIL HELD AT ROMA ADMINISTRATION CENTRE ON 23 SEPTEMBER 2020 SCHEDULED TO COMMENCE AT 9.00AM

## ATTENDANCE

Mayor Cr. T D Golder chaired the meeting with Deputy Mayor Cr. G B McMullen, Cr. J R P Birkett, Cr. M C Edwards, Cr. J L Guthrie, Cr. J M Hancock, Cr. W L Ladbrook, Cr. C J O'Neil (by telephone), Cr. W M Taylor, Chief Executive Officer – Julie Reitano, and Minutes Officers – Kelly Rogers (Agenda Items excluding C.3) and Director Corporate & Community Services – Sharon Frank (for Agenda Item C.3) in attendance.

## AS REQUIRED

Deputy Chief Executive Officer/Director Development, Facilities & Environmental Services – Rob Hayward, Director Corporate & Community Services – Sharon Frank, Deputy Director / Strategic Road Management – Cameron Hoffmann, Manager Economic & Community Development – Ed Sims, Manager Procurement & Plant – Michael Worthington, Lead Town Planner – Christopher Tickner, Council Buildings & Structures Maintenance Officer / Team Coordination – Gavin Pallisier, (Acting) Lead Corporate Communications & Design Officer – Sophie Kluckhohn, Lead Rates and Utilities Billing Officer / Systems Administrator – Dana Harrison, Rates and Utilities Billing Officer – Catherine (Katie) Ballard, Planning Officer – Jessica Reiser.

## WELCOME

The Mayor welcomed all present and declared the meeting open at 9.12am, and immediately adjourned the meeting.

The meeting resumed at 9.40am.

## CONFIRMATION OF MINUTES

**Resolution No. OM/09.2020/56**

**Moved Cr Taylor** **Seconded Cr McMullen**

**That the minutes of the Ordinary Meeting held on 9 September 2020 be confirmed.**

CARRIED 9/0

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

**Resolution No. OM/09.2020/57**

**Moved Cr McMullen** **Seconded Cr Birkett**

**That the minutes of the Special Meeting held on 16 September 2020 be confirmed.**

CARRIED 9/0

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

UNCONFIRMED

**DECLARATION OF CONFLICTS OF INTEREST**

**Cr Taylor**

| Item | Subject Heading |
|---|---|
| LC.10 | Roma Saleyards Representative for Australian Livestock Markets Association Incorporated Membership |

Cr Taylor advised:

I, Cr Wendy Taylor, declare that I have a 'Conflict of Interest' as defined by the *Local Government Act 2009*, section 175D & E for agenda Item LC.10, with the subject heading - *Roma Saleyards Representative for Australian Livestock Markets Association Incorporated Membership.* The personal interest arises because of my relationship with another person. The name of the other person is Kylie Taylor. The nature of my relationship with this person is she is my daughter. The nature of the other person's interests in the matter is Kylie works for contractor AAM.

I will be dealing with the matter by leaving the room while the matter is discussed and voted upon.

**Cr Guthrie**

| Item | Subject Heading |
|---|---|
| LC.11 | Hay Roma Dam |

Cr Guthrie advised:

I, Cr Julie Guthrie, declare that I have a 'Material Personal Interest' as defined by the *Local Government Act of 2009*, section 175B for agenda item LC.11 with the subject heading – *Hay Roma Dam.* The name of the person is myself as a partner in a Pastoral Business, and I stand to gain a benefit or suffer a loss either directly or indirectly depending on the outcome of the consideration of the matter at the meeting. The nature of the relationship to the entity Australian Country Choice (ACC) is financial because of the sale of Livestock last week to the company involving this agenda Item.

In accordance with section 175C(2)(b) of the *Local Government Act 2009,* I will leave the room while the matter is discussed and voted upon.

**Cr Ladbrook**

| Item | Subject Heading |
|---|---|
| LC.1 | Update to matters relating to Unnamed Section of Road off Humphreys Road |
| C.12 | Bassett Park Stables Upgrade |

**LC.1 – Update to matters relating to Unnamed Section of Road off Humphreys Road**

Cr Ladbrook advised:

I, Cr Ladbrook, declare that I have a 'Conflict of Interest' as defined by the *Local Government Act 2009*, section 175D & E of agenda item number LC.1, with the subject heading – *Update to matters relating to Unnamed Section of Road of[f] Humphreys Road,* because I am related to the people involved and I will be dealing with the matter by leaving the room while the matter is being discussed or voted on.

The CEO also enquired as to whether Cr Ladbrook had land in the area.

UNCONFIRMED

In response, Cr. Ladbrook confirmed that he did have land in the area. The CEO asked and if he would benefit at all from the road matter depending on Council's consideration in this matter.

Cr Ladbrook advised that there would be no benefit.

Cr Guthrie and McMullen added that this was not an access road for Cr Ladbrook.

**C.12 – Bassett Park Stables Upgrade**

Cr Ladbrook advised:

I, Cr Ladbrook, declare that I have a 'Conflict of Interest' as defined by the *Local Government Act 2009*, section 175D & E for the agenda item C.12, with the subject heading – *Bassett Park Stables Upgrade* because I am a committee member [*of the Roma Turf Club*], and I will be dealing with this matter by leaving the room while the matter is being discussed and voted upon.

**Cr Hancock**

| Item | Subject Heading |
|---|---|
| C.6 | Tender – Bottle Tree Bulletin |
| C.9 | Policy Review – Rate Recovery |
| LC.11 | Hay Roma Dam |

**C.6 – Tender – Bottle Tree Bulletin**

Cr Hancock advised:

I, Cr Johanne Hancock, declare that I have a 'Material Personal Interest' as defined by the *Local Government Act 2009*, section 175B for agenda item C.6, with the subject heading – Tender – Bottle Tree Bulletin. The name of the person or entity who stands to gain a benefit or suffer a loss (either directly or indirectly) depending on the outcome of the consideration of the matter at the meeting is Surat Post and News Pty Ltd. The nature of my relationship to the entity, is the entity is owned by my husband Graham Hancock and my parent's Paul and Rachel Parravicini. Describe how you or the person entity stands to gain a benefit or suffer a loss (either directly or indirectly) depending on the outcome of consideration of this matter - Surat Post & News Pty Ltd in regards to postage component of the tender.

In accordance with Section 175C (2)(b) of the *Local Government Act 2009,* I will leave the room while the matter is discussed and voted on.

**C.9 – Policy Review – Rate Recovery**

Cr Hancock advised:

I, Cr Johanne Hancock, declare that I have a 'Material Personal Interest' as defined by the *Local Government Act 2009*, section 175B for agenda item C.9, with the subject heading – Policy Review – Rate Recovery. The name of the person or entity who stands to gain a benefit or suffer a loss (either directly or indirectly) depending on the outcome of the consideration of the matter at the meeting is Surat Post and News Pty Ltd. The nature of my relationship to the entity, is that the entity is owned by my husband Graham Hancock and my parent's Paul and Rachel Parravicini and describe how you or the person entity stands to gain a benefit or suffer a loss (either directly or indirectly) depending on the outcome of consideration of this matter - Surat Post & News Pty Ltd in regards to postage component of the report.

In accordance with Section 175C (2)(b) of the *Local Government Act 2009,* I will leave the room while the matter is discussed and voted on.

UNCONFIRMED

**LC.11 – Hay Roma Dam**

Cr Hancock advised:

I, Cr Johanne Hancock, declare that I have a 'Material Personal Interest' as defined by the *Local Government Act 2009*, section 175B for agenda item LC.11, with the subject heading – *Hay Roma Dam*. The name of the person who stands to gain a benefit or suffer a loss (either directly or indirectly) depending on the outcome of the consideration of the matter at the meeting is Michael Hancock. The nature of my relationship to this person is this person is my son and Michael is the manager of one of the ACC Properties.

In accordance with Section 175C (2)(b) of the *Local Government Act 2009,* I will leave the room while the matter is being discussed and voted on.

**Cr Birkett**

| Item | Subject Heading |
|---|---|
| C.1 | Booringa Heritage Group Inc.- Request to erect shed at Booringa Heritage Museum |

Cr Birkett advised:

I, John Birkett, declare that I have a 'Material Personal Interest' as defined by the *Local Government Act 2009*, section 175B for agenda item C.1, with the subject heading – *Booringa Heritage Group Inc.- Request to erect shed at Booringa Heritage Museum.* The name of the person who stands to gain a benefit or suffer a loss (either directly or indirectly) depending on the outcome of the consideration of the matter at the meeting is Gary Birkett The nature of the relationship is the person is my parent. The person or identity who either stands to gain a benefit or suffer a loss (either directly or indirectly) depending on the outcome of Council's consideration is my father - is on the Booringa Heritage Group Committee.

In accordance with Section 175C (2)(b) of the *Local Government Act 2009,* I will leave the room while the matter is discussed and voted on.

**Cr Golder**

| Item | Subject Heading |
|---|---|
| 12.1 | Roma Skatepark Master Plan – Stakeholder Engagement Strategy |

**12.1 – Roma Skatepark Master Plan – Stakeholder Engagement Strategy**

Cr Golder advised:

I, Cr Tyson Golder, declare that I have a perceived 'Conflict of Interest' as defined by *Local Government Act 2009*, section 175D & E for agenda Item 12.1, with the subject heading - *Roma Skatepark Master Plan – [Stakeholder Engagement Strategy],* because I am the President of Roma & District Junior Soccer Association Inc. and the soccer association has been mentioned as possibly [a possibility] with other sporting groups able to help with highlighting consultation at the Council skate park opposite the Roma Hospital.

I have determined that this personal interest is not sufficient that it will lead me to make a decision on the matter that is contrary to the public interest and I will best perform my responsibility of serving the overall public interest of the whole of the Council area by participating in discussions and voting on the matter.

UNCONFIRMED

However, I acknowledge that the remaining Councillors must now determine pursuant to section 175E(4) of the *Local Government Act 2009*:

(a) Whether I have a real conflict of interest in the matter or a perceived conflict of interest in the matter; and
(b) If so, whether:
    I. I must leave the meeting while this matter is discussed or voted on; or
    II. I may participate in the meeting in relation to the matter, including by voting on the matter.

**Resolution No. OM/09.2020/58**

**Moved Cr Hancock** **Seconded Cr McMullen**

**That Cr Golder has a real or perceived conflict of interest in the matter and notwithstanding the conflict, Cr Golder may participate in the matter, discuss and vote upon it.**

CARRIED 8/0

Cr Golder did not vote on this motion as he was the declaring Councillor under consideration in this matter.

| | |
|---|---|
| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |

**LC.13 - Update – Flood Mitigation Matter**

Cr Golder advised:

I, Cr Tyson Golder, declare that I have a perceived 'Conflict of Interest' as defined by the *Local Government Act 2009*, section 175D & E for agenda item LC.13, with the subject heading – *Update on Flood Mitigation Matter,* and I will be dealing with this matter by leaving the room while the matter is discussed and voted on. The personal interest arises because of my relationship with another person which is my mother - Carmen Golder, and the matter relates to flood mitigation agreement that was signed back in 2014 and has since been concluded in the last term and because of this agreement and conversation I will be dealing with this today by leaving the room while the matter is discussed and voted on.

## BUSINESS

**CORPORATE & COMMUNITY SERVICES**

**Item Number:** **11.1** **File Number: D20/78374**

**SUBJECT HEADING:** **DELEGATION OF COUNCIL POWERS TO THE CHIEF EXECUTIVE OFFICER UNDER THE LAND ACT 1994 (QLD) ("LANA")**

**Officer's Title:** **Governance Officer**

***Executive Summary:***
*Council's delegations are reviewed and updated during the year according to changes in State Government legislation.*

*This report sought Council's approval for the delegation of Council powers under the Land Act 1994 (Qld) ("LANA") to the position of Chief Executive Officer.*

UNCONFIRMED

**Resolution No. OM/09.2020/59**

**Moved Cr Hancock** **Seconded Cr Birkett**

**That Council:**

1. **Under section 257 of the *Local Government Act 2009*, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Land Act 1994 (Qld*) ("LANA").**

2. **All prior resolutions delegating the same powers to the Chief Executive Officer (CEO) are repealed.**

CARRIED 9/0

| **Responsible Officer** | **Governance Officer** |
|---|---|

**Item Number:** **11.2** **File Number: D20/78391**

**SUBJECT HEADING:** **DELEGATION OF COUNCIL POWERS TO THE CHIEF EXECUTIVE OFFICER UNDER THE MINERAL RESOURCES ACT 1989 (QLD) ("MIRA")**

**Officer's Title:** **Governance Officer**

***Executive Summary:***
*Council's delegations are reviewed and updated during the year according to changes in State Government legislation.*

*This report sought Council's approval for the delegation of Council powers under the **Mineral Resources Act 1989 (Qld)** ("MIRA") to the position of Chief Executive Officer.*

**Resolution No. OM/09.2020/60**

**Moved Cr Birkett** **Seconded Cr Guthrie**

**That Council:**

1. **Under section 257 of the *Local Government Act 2009*, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer (CEO). These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Mineral Resources Act 1989 (Qld)* ("MIRA").**

2. **All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.**

CARRIED 9/0

| **Responsible Officer** | **Governance Officer** |
|---|---|

CONFIRMED

**Item Number:** 11.3 **File Number: D20/88025**

**SUBJECT HEADING:** **INVESTMENT REGISTER AS AT 31 AUGUST 2020**

**Officer's Title:** **Contractor - Finance Systems Support**

***Executive Summary:***
*The purpose of this report was to present to Council the Investment report (including the trading limits report) as at 31 August 2020.*

**Resolution No. OM/09.2020/61**

**Moved Cr Taylor** **Seconded Cr McMullen**

**That the Investment report as at 31 August 2020 be received and noted.**

CARRIED 9/0

| **Responsible Officer** | **Contractor - Finance Systems Support** |
|---|---|

**INFRASTRUCTURE SERVICES**

**Item Number:** 12.1 **File Number: D20/87262**

**SUBJECT HEADING:** **ROMA SKATEPARK MASTER PLAN - STAKEHOLDER ENGAGEMENT STRATEGY**

**Officer's Title:** **Deputy Director / Strategic Road Management**
**Project Officer - Program & Contract Management**

***Executive Summary:***
*Council included a project within the 2020/21 Budget to develop a Master Plan for the Roma Skatepark Precinct.*

*The matter of stakeholder engagement had been discussed during a Budget Submissions & Financial Planning Standing Committee meeting when the project was being considered.*

*This report was a follow-up to these initial discussions and sought Council endorsement of the draft Stakeholder Engagement Plan for the project.*

**Resolution No. OM/09.2020/62**

**Moved Cr Hancock** **Seconded Cr Birkett**

**That Council:**

1. **Approve the Stakeholder Engagement Plan for the Roma Skatepark Master Park as presented.**

2. **Write to Mr Byron Hafemeister advising that a budget allocation of $20,000 has been approved to develop a Master Plan for the Roma Skatepark and that Council will be in contact to invite him to be part of the community consultation.**

3. **In conjunction with the project, discuss the option with the contractor of other projects across the region, with a further report [to be] presented to Council for consideration at a future meeting in this regard.**

CARRIED 9/0

| **Responsible Officer** | **Deputy Director / Strategic Road Management** |
|---|---|

CONFIRMED

**DEVELOPMENT, FACILITIES & ENVIRONMENTAL SERVICES**

| | | |
|---|---|---|
| **Item Number:** | **13.1** | **File Number: D20/85653** |
| **SUBJECT HEADING:** | **DEVELOPMENT APPLICATION FOR A CAR WASH AT 92 BOWEN STREET, ROMA** | |
| **Author and Officer's Title:** | **Lead Town Planner** | |

***Executive Summary:***
*SM and KA Duff have submitted a development application for a Material change of use for a "Car wash" (car-detailing) at 92 Bowen Street, Roma (being Lot 1 on RP93927). The premises forms part of small neighbourhood shopping centre, with a small grocery/fast food shop (Foodworks) and a bottleshop located directly adjacent. Historically, the premises has provided for small-scale, commercial and service-industry uses that cater to the local community. The site was most recently occupied by a plant nursery (Plantaroma).*

*The development application is subject to impact assessment and must be assessed against the assessment benchmarks (to the extent relevant) provided by Section 45 of the Planning Act 2016. The Development Assessment Rules set out the procedural requirements for the development assessment process. Public notification about the application was carried out in accordance with Part 4 of the Development Assessment Rules and for a period of no less than 15 business days between 7 August 2020 and the 28 August 2020. There were no properly made submissions received during this period.*

*The procedural requirements set out by the Development Assessment Rules to enable Council to make a decision on this application have been fulfilled. The development application is generally consistent with the assessment benchmarks provided by the Planning Act 2016. As part of the assessment of the application, planning officers have also identified a number of relevant matters that support the approval of the application. These include the absence of any adverse impacts resulting from the development; that the proposal provides for the re-use of existing buildings and the efficient use of infrastructure; the proposal represents a small-scale, service-type-industry that caters for the needs of local residents in an established neighbourhood-centre; and it will not undermine the viability of nearby centres.*

ORDINARY

**Moved Cr McMullen** **Seconded Cr Guthrie**

**That the development application for a Material Change of Use for a "Car wash" at 92 Bowen Street, Roma (Lot: 1 RP: 93927) be approved subject to the listed Development Conditions and General Advice:**

**<u>Development Conditions</u>**

**Development details**

**1. The approved development is a Material Change of Use – "Car wash" as defined in the Planning Scheme and as shown on the approved plans.**

**Compliance inspection**

**2. All conditions relating to the establishment of the approved development must be fulfilled prior to the approved use commencing, unless noted in the approval conditions or otherwise confirmed in writing by Council.**

**3. Prior to the commencement of the use, the applicant shall contact Council to arrange a development compliance inspection.**

**Approved plans and documents**

**4.** **The approved development is to be carried out in accordance with the following approved plans/documents and subject to the approval conditions. Where there is any conflict between the approval conditions and the details shown on the approved plans, the approval conditions prevail.**

| Plan/Document Number | Plan/Document Name |
|---|---|
| 01 | Existing site plan |
| 02 | Proposed site plan |
| 03 | Oil separator unit |

**Development works**

**5.** **During the course of establishing the development, 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.**

**6.** **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).**

**Applicable standards**

**7.** **All works must comply with:**

**a) the development approval conditions;**

**b) any relevant provisions in the Planning Scheme and the Capricorn Municipal Development Guidelines;**

**c) any relevant Australian Standard that applies to that type of work; and**

**d) any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.**

**Works in road reserve**

**8.** **A Works in a Road Reserve Permit will be required from Council for any works associated with the development that are undertaken within the Council road reserve by private contractor/entity. Works include, but are not limited to, cutting work, kerb and channel and site access/crossovers. 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".**

**Maintain the premises**

**9.** **The area 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 to pose any health and safety risks to the community.**

**Refuse storage**

10. **Bulk refuse storage and collection facilities must be located within the development site in a location that is screened from occupants of adjoining and surrounding properties. The bulk refuse storage must not be visually obtrusive when viewed from the street.**

11. **Convenient access to the bulk refuse storage area must be provided for service vehicles.**

12. **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.**

13. **Refuse collection from the site must not occur before 7:00am or after 6:00 pm, or on Sundays or public holidays.**

**Landscaping**

14. **Landscaping areas are to be provided generally in accordance with approved plan *001 – Proposed Site Plan.* Plantings within the landscaping areas shall include a mix of shrubs and ground covers, which must contribute to the amenity of the development and the street.**

    **Note: Refer to *Planning Scheme Policy SC6.2 – Landscaping* for Council's preferred species list.**

15. **Site landscaping is to be irrigated during an establishment period of two years, and ground covers should fully cover vegetated areas within one year of planting.**

16. **All site landscaping is to be maintained throughout the duration of the approved use. Any dead and/or unhealthy plants are to be promptly removed and replaced.**

17. **Site landscaping must not interfere with electrical infrastructure nor restrict maintenance access to any onsite infrastructure, public utility or easement.**

18. **Landscaping must not interfere with site lines at access driveways for vehicle traffic.**

**Access**

19. **Vehicle crossovers to and from the development site shall be provided from Jackson Street, generally in the location shown on approved plan '*001 – Proposed Site Plan.***

20. **Vehicle crossovers must be designed to cater for the maximum vehicle size accessing the site, ensuring no damage to the roadway or kerb. Suitable flares and tapers are to be provided at the interface with the roadway to cater for vehicle swept path movements.**

21. **Vehicle crossovers must be located a minimum distance of one metre from any power poles, street signage, street lights, manholes, stormwater gully pits or other Council assets, unless otherwise specified in the applicable development standards and specifications.**

22. **The landowner is responsible for the maintenance of the vehicle crossover from the property boundary to the external road network and access ways, and for obtaining any approvals that may be required for complying with the applicable designs and standards.**

**Parking and manoeuvring**

**23.** **A designated onsite car parking area with provision for three car parking spaces, including one carpark for persons with disabilities, is to be provided within the development site area. The car parking spaces must be for the exclusive use of staff and customers associated with the approved use.**

**24.** **The car parking area must comply with the requirements listed below;**

***a.*** **Car park design, including car parking spaces (widths and lengths), vehicle access lanes and manoeuvring areas are to comply with Australian Standard AS/NZS 2890 Part 1: Off-street car parking*;***

**b.** **A disabled car parking bay is to be provided in accordance with Australian Standard *AS/NZS 2890.6:2009 Parking Facilities - Off-street car parking for people with disabilities* (minimum 1 PWD space);**

**c.** **Appropriate vehicle barriers/signage is to be provided to prevent vehicles travelling into buildings/structures and encroaching into pedestrian accessways;**

**d.** **Vehicle movements within the site are to be clear of proposed parking areas, buildings and landscape treatments;**

**e.** **Vehicle parking bays must not encroach into swept paths for vehicle movements;**

**f.** **Vehicles accessing the designated onsite parking area must be able to enter and leave in forward direction. Sufficient manoeuvring areas are to be provided to facilitate the turnaround of vehicles within the site, ensuring vehicles can exit to Jackson Street in forward direction.**

**g.** **All vehicle manoeuvres to and from the onsite parking spaces must be totally contained within the development site boundaries and must not encroach onto the adjacent roadway;**

**25.** **No on-street parking is permitted at the Jackson Street or Bowen Street frontage of the development site at any time. All vehicles associated with the approved development must be catered for and contained on site.**

**Maximum number of vehicles**

**26.** **The maximum number of vehicles located onsite at any one time is restricted to five.**

**Maximum number of employees**

**27.** **The maximum number of employees associated with the approved development is restricted to two.**

**Lighting**

**28.** **Lighting of the approved development, including any security lighting, shall be such that the lighting intensity does not exceed 8.0 lux at a distance of 1.5 metres from the site at any property boundary.**

**29.** **All lighting shall be directed or shielded so as to ensure that no glare directly affects adjoining and nearby properties.**

**Note: The Queensland Government *Environmental Protection Act 1994* includes controls for light nuisances. Council is responsible for investigating light pollution complaints and enforcing the controls for light nuisances.**

**When investigating a lighting complaint, Council will consider amongst other matters, the amount, duration, characteristics and qualities of the lighting, as well as the sensitivity of the receptor and the potential impact of lighting on adjacent properties.**

**Avoiding nuisance**

**30. No unreasonable and sustained nuisance is to be caused to adjoining properties and occupiers by the way of noise, smoke, dust, rubbish, contaminant, stormwater discharge or siltation at any time during or after the establishment of the approved development.**

**Note: Refer to the *Environmental Protection Regulation 2019* for acceptable emission levels.**

**31. Dust emanating as a result of operations carried out onsite must be continually monitored and suppressed in order to prevent any dust drifting onto road networks, nearby properties and sensitive land uses.**

**Screening mechanical equipment**

**32. All mechanical equipment (including air conditioners and the like) and rainwater tanks are to be screened from the adjoining roadway and nearby properties.**

**Fencing**

**33. Fencing is to be provided/maintained along all boundaries shared with an accommodation activity. The constructed fence is to consist of a 1.8 metre high solid structure.**

**Services**

**34. The approved development is to be connected to Council's reticulated water supply network in accordance with the Water Services Association of Australia (WSAA) publication and the CMDG Design Guidelines – D11 'Water Reticulation', at no cost to Council.**

**35. The approved development is to be connected to Council's reticulated sewerage disposal system in accordance with the Sewerage Code of Australia and the CMDG Design Guideline - D12 'Sewerage Reticulation', at no cost to Council.**

**36. Any connection to, or works associated with Council's sewerage infrastructure must be completed by a qualified plumber/drainlayer under Council supervision. No works are to be undertaken on Council's sewerage infrastructure without first obtaining the express permission of Council.**

**Note: Any damage caused to Council's sewer infrastructure due to the progression of works or as a result of the approved use shall be rectified at the landowner's expense.**

**37. Connection of the development to a telecommunication service must be undertaken in accordance with the relevant service provider's requirements and specifications along with relevant building standards, requirements and specifications.**

**38. The development must be connected to an electricity reticulation service in accordance with the relevant service provider's requirements and specifications along with relevant building standards, requirements and specifications.**

**Note: Any renewable energy systems integrated into the development are to contribute to the supply and use of electricity to and from the grid.**

**39.** **All services installation, including sewer, water, electricity and telecommunications connections to the respective networks, must comply with (i) the development approval conditions, (ii) any relevant provisions in the planning scheme for the area, (iii) Council's standard designs for such work where such designs exist (iv) the Capricorn Municipal Development Guidelines (CMDG) where it applies (v) any relevant Australian Standard that applies to that type of work and (vi) any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.**

**40.** **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.**

**Stormwater and drainage**

**41.** **Stormwater runoff from roofs and impervious surfaces is to be collected internally and directed to the existing kerb in Bowen Street as the lawful point of discharge. All stormwater is to be managed in accordance with CMDG Design Guidelines D-5 'Stormwater Drainage Design'.**

**42.** **Stormwater must not be discharged to adjoining properties or roads and must not pond on the property being developed, or adjoining properties during the development process or after the development has been completed.**

**43.** **There must be no increases in any silt loads or contaminants in any overland flow from the property being developed during the development process and after the development has been completed.**

**44.** **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.**

**Washbay**

**45.** **Wastewater generated from the washbay is to be collected onsite and discharged to Council's reticulated sewerage system in accordance with Council's Trade Waste Policy. A trade waste permit must be obtained from Council prior to the commencement of the approved use.**

**46.** **An oil/water separator (such as a coalescing plate separator) shall be installed in accordance with Council's Trade Waste Policy to trap oils and solids prior to discharging waste to Council's reticulated sewerage system.**

**47.** **Waste oils and solids separated from the separator are to be collected and disposed of at a licenced facility.**

**Biosecurity plan**

**48.** **A Biosecurity Plan for the premises must be prepared and implemented in accordance with the *Biosecurity Act 2014*. The plan must be prepared taking into account all approved operations on the site and addressing the risk of spread of Priority Pest Plants detailed in Council's Pest Management Plan. A copy of the plan must be submitted to Council prior to commencement of the approved development.**

**Note: The Pest Management Plan (PMP) for the Maranoa Region is available on Council's website via the following link: http://www.maranoa.qld.gov.au/council/Documents/Pest_Management_Plan_2012_2016.pdf. The PMP identifies, among others, Parkinsonia, Prickly Acacia, Mother of Millions and Parthenium as Priority Pest Plants to be managed in the Maranoa Region.**

**Construction activities and erosion control**

**49.** **During the course of any construction activities, soil erosion and sediment must be managed in accordance with the CMDG Design Guidelines D-7 'Erosion and Control and Stormwater Management'.**

**50.** **If there is a possibility of erosion or silt or other materials being washed off the property during the development process or after the development is completed, the developer must document and implement a management plan that prevents this from occurring.**

**51.** **The developer shall immediately clean up and satisfactorily remove any deposited construction material or silt runoff from the development site.**

**52.** **Stockpiles of topsoil, sand, aggregate, spoil or other material capable of being moved by the action of running water shall be stored clear of drainage paths and be prevented from entering the road and/or drainage system.**

**53.** **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.**

**54.** **Temporary fencing must be erected and maintained around the perimeter of the development site whilst any construction activities are carried out.**

**Advertising signage**

**55.** **Any proposed advertising signage in addition to that identified in the approved development plans, is subject to further development approval unless compliant with the requirements for "Accepted development" or "Accepted development subject to requirements" identified in the planning scheme in force at the time.**

**56.** **Any advertising signage associated with the approved use must be fully contained within the development site boundaries and must not encroach into adjoining properties or roads.**

**Operating hours**

**57.** **Operating hours are restricted to 7:00am to 6:00pm Monday to Saturday. The development is not permitted to operate on Sundays or Public Holidays.**

**Delivery of goods**

**58.** **Loading and unloading of goods must not occur outside the hours of 7:00am to 6:00pm Monday to Friday and 8:00am to 5:00pm on Saturdays. No loading or unloading shall occur on Sundays or Public Holidays.**

**59.** **The delivery, loading and unloading of goods to the site must be undertaken within Lot 6 SP262449 and must not occur on adjoining properties or roads.**

**No cost to Council**

**60.** **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. This includes the costs of any services and infrastructure required in connection with the establishment of the development, survey, registration, document lodgment, easement documentation preparation and plan sealing.**

**Latest versions**

**61.** **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 commencement of the development works, unless a regulation or law requires otherwise.**

**Application documentation**

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

**General Advice**

**(a)** **Refer to http://www.cmdg.com.au/ for the Capricorn Municipal Development Guidelines (CMDG).**

**(b)** **Refer to http://www.maranoa.qld.gov.au/council-policies for Council Policies.**

**(c)** **The relevant planning scheme for this development is *Maranoa Planning Scheme 2017.* All references to the 'Planning Scheme' and 'Planning Scheme Schedules' within these conditions refer to the above Planning Scheme.**

**(d)** **Under the Planning Scheme a *Car wash means the use of premises for the commercial cleaning of motor vehicles.***

**(e)** **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.**

**(f)** **The land use rating category may change upon commencement of any new use on the approved lot(s). Council's current Revenue Statement, which includes the minimum general rate levy for the approved use/s, can be viewed on the Council Website: www.maranoa.qld.gov.au.**

**(g)** **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.**

**(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.**

**(i)** **All persons involved in the development and operation of the use of the site have a 'general biosecurity obligation' (GBO) under Queensland's *Biosecurity Act 2014* and the owner/operators are responsible for managing biosecurity risks that are:**

- **under their control; and**
- **that they know about, or should reasonably be expected to know about.**

**Under the GBO, the development activities may pose a biosecurity risk, and the developer/operator must:**

- **take all reasonable and practical steps to prevent or minimise all biosecurity risks;**
- **minimise the likelihood of causing a 'biosecurity event', and limit the consequences if such an event is caused; and**
- **prevent or minimise the harmful effects a risk could have, and not do anything that might make any harmful effects worse.**

**(j) Refer to Attachment 4 Adopted Infrastructure Charges Notice for infrastructure charges levied for the approved development.**

**(k) In completing an assessment of the proposed development, Council has relied on the information submitted in support of the development application as true and correct. Any change to the approved plans and documents may require a new or changed development approval. It is recommended to contact Council for advice in the event of any potential change in circumstances.**

NO VOTE TAKEN

| **Responsible Officer** | **Lead Town Planner** |
|---|---|

No vote was taken on the motion at that time. Following an enquiry from Cr O'Neil, Mayor Golder proposed to amend the operating hours on Saturday [Referred to under Condition 57]. Cr McMullen, as 'Mover' of the motion, indicated that he would not accept this amendment.

Mayor Golder then put forward an amended motion for Council's consideration as follows [Referred to under Condition 57 pertaining to the hours of operation]:

**Resolution No. OM/09.2020/63**

**THAT THE MOTION BE AMENDED AS FOLLOWS**

**Moved Cr Golder** **Seconded Cr O'Neil**

**That the development application for a Material Change of Use for a "Car wash" at 92 Bowen Street, Roma (Lot: 1 RP: 93927) be approved subject to the listed Development Conditions and General Advice:**

**Development Conditions**

**Development details**

**1. The approved development is a Material Change of Use – "Car wash" as defined in the Planning Scheme and as shown on the approved plans.**

**Compliance inspection**

**2. All conditions relating to the establishment of the approved development must be fulfilled prior to the approved use commencing, unless noted in the approval conditions or otherwise confirmed in writing by Council.**

**3. Prior to the commencement of the use, the applicant shall contact Council to arrange a development compliance inspection.**

**Approved plans and documents**

**4.** **The approved development is to be carried out in accordance with the following approved plans/documents and subject to the approval conditions. Where there is any conflict between the approval conditions and the details shown on the approved plans, the approval conditions prevail.**

| Plan/Document Number | Plan/Document Name |
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**Development works**

**5.** **During the course of establishing the development, 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.**

**6.** **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).**

**Applicable standards**

**7.** **All works must comply with:**

**a) the development approval conditions;**

**b) any relevant provisions in the Planning Scheme and the Capricorn Municipal Development Guidelines;**

**c) any relevant Australian Standard that applies to that type of work; and**

**d) any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.**

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**Maintain the premises**

**9.** **The area 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 to pose any health and safety risks to the community.**

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10. **Bulk refuse storage and collection facilities must be located within the development site in a location that is screened from occupants of adjoining and surrounding properties. The bulk refuse storage must not be visually obtrusive when viewed from the street.**

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13. **Refuse collection from the site must not occur before 7:00am or after 6:00 pm, or on Sundays or public holidays.**

**Landscaping**

14. **Landscaping areas are to be provided generally in accordance with approved plan *001 – Proposed Site Plan.* Plantings within the landscaping areas shall include a mix of shrubs and ground covers, which must contribute to the amenity of the development and the street.**

    **Note: Refer to *Planning Scheme Policy SC6.2 – Landscaping* for Council's preferred species list.**

15. **Site landscaping is to be irrigated during an establishment period of two years, and ground covers should fully cover vegetated areas within one year of planting.**

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**Access**

19. **Vehicle crossovers to and from the development site shall be provided from Jackson Street, generally in the location shown on approved plan '*001 – Proposed Site Plan.***

20. **Vehicle crossovers must be designed to cater for the maximum vehicle size accessing the site, ensuring no damage to the roadway or kerb. Suitable flares and tapers are to be provided at the interface with the roadway to cater for vehicle swept path movements.**

21. **Vehicle crossovers must be located a minimum distance of one metre from any power poles, street signage, street lights, manholes, stormwater gully pits or other Council assets, unless otherwise specified in the applicable development standards and specifications.**

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**Parking and manoeuvring**

**23.** **A designated onsite car parking area with provision for three car parking spaces, including one carpark for persons with disabilities, is to be provided within the development site area. The car parking spaces must be for the exclusive use of staff and customers associated with the approved use.**

**24.** **The car parking area must comply with the requirements listed below;**

- **a. Car park design, including car parking spaces (widths and lengths), vehicle access lanes and manoeuvring areas are to comply with Australian Standard AS/NZS 2890 Part 1: Off-street car parking;**
- **b. A disabled car parking bay is to be provided in accordance with Australian Standard *AS/NZS 2890.6:2009 Parking Facilities - Off-street car parking for people with disabilities* (minimum 1 PWD space);**
- **c. Appropriate vehicle barriers/signage is to be provided to prevent vehicles travelling into buildings/structures and encroaching into pedestrian accessways;**
- **d. Vehicle movements within the site are to be clear of proposed parking areas, buildings and landscape treatments;**
- **e. Vehicle parking bays must not encroach into swept paths for vehicle movements;**
- **f. Vehicles accessing the designated onsite parking area must be able to enter and leave in forward direction. Sufficient manoeuvring areas are to be provided to facilitate the turnaround of vehicles within the site, ensuring vehicles can exit to Jackson Street in forward direction.**
- **g. All vehicle manoeuvres to and from the onsite parking spaces must be totally contained within the development site boundaries and must not encroach onto the adjacent roadway;**

**25.** **No on-street parking is permitted at the Jackson Street or Bowen Street frontage of the development site at any time. All vehicles associated with the approved development must be catered for and contained on site.**

**Maximum number of vehicles**

**26.** **The maximum number of vehicles located onsite at any one time is restricted to five.**

**Maximum number of employees**

**27.** **The maximum number of employees associated with the approved development is restricted to two.**

**Lighting**

**28.** **Lighting of the approved development, including any security lighting, shall be such that the lighting intensity does not exceed 8.0 lux at a distance of 1.5 metres from the site at any property boundary.**

**29.** **All lighting shall be directed or shielded so as to ensure that no glare directly affects adjoining and nearby properties.**

**Note: The Queensland Government *Environmental Protection Act 1994* includes controls for light nuisances. Council is responsible for investigating light pollution complaints and enforcing the controls for light nuisances. When investigating a lighting complaint, Council will consider amongst other matters, the amount, duration, characteristics and qualities of the lighting, as well as the sensitivity of the receptor and the potential impact of lighting on adjacent properties.**

**Avoiding nuisance**

**30. No unreasonable and sustained nuisance is to be caused to adjoining properties and occupiers by the way of noise, smoke, dust, rubbish, contaminant, stormwater discharge or siltation at any time during or after the establishment of the approved development.**

**Note: Refer to the *Environmental Protection Regulation 2019* for acceptable emission levels.**

**31. Dust emanating as a result of operations carried out onsite must be continually monitored and suppressed in order to prevent any dust drifting onto road networks, nearby properties and sensitive land uses.**

**Screening mechanical equipment**

**32. All mechanical equipment (including air conditioners and the like) and rainwater tanks are to be screened from the adjoining roadway and nearby properties.**

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**33. Fencing is to be provided/maintained along all boundaries shared with an accommodation activity. The constructed fence is to consist of a 1.8 metre high solid structure.**

**Services**

**34. The approved development is to be connected to Council's reticulated water supply network in accordance with the Water Services Association of Australia (WSAA) publication and the CMDG Design Guidelines – D11 'Water Reticulation', at no cost to Council.**

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**41.** **Stormwater runoff from roofs and impervious surfaces is to be collected internally and directed to the existing kerb in Bowen Street as the lawful point of discharge. All stormwater is to be managed in accordance with CMDG Design Guidelines D-5 'Stormwater Drainage Design'.**

**42.** **Stormwater must not be discharged to adjoining properties or roads and must not pond on the property being developed, or adjoining properties during the development process or after the development has been completed.**

**43.** **There must be no increases in any silt loads or contaminants in any overland flow from the property being developed during the development process and after the development has been completed.**

**44.** **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.**

**Washbay**

**45.** **Wastewater generated from the washbay is to be collected onsite and discharged to Council's reticulated sewerage system in accordance with Council's Trade Waste Policy. A trade waste permit must be obtained from Council prior to the commencement of the approved use.**

**46.** **An oil/water separator (such as a coalescing plate separator) shall be installed in accordance with Council's Trade Waste Policy to trap oils and solids prior to discharging waste to Council's reticulated sewerage system.**

**47.** **Waste oils and solids separated from the separator are to be collected and disposed of at a licenced facility.**

**Biosecurity plan**

**48.** **A Biosecurity Plan for the premises must be prepared and implemented in accordance with the *Biosecurity Act 2014*. The plan must be prepared taking into account all approved operations on the site and addressing the risk of spread of Priority Pest Plants detailed in Council's Pest Management Plan. A copy of the plan must be submitted to Council prior to commencement of the approved development.**

**Note: The Pest Management Plan (PMP) for the Maranoa Region is available on Council's website via the following link: http://www.maranoa.qld.gov.au/council/Documents/Pest_Management_Plan_2012_2016.pdf. The PMP identifies, among others, Parkinsonia, Prickly Acacia, Mother of Millions and Parthenium as Priority Pest Plants to be managed in the Maranoa Region.**

**Construction activities and erosion control**

**49. During the course of any construction activities, soil erosion and sediment must be managed in accordance with the CMDG Design Guidelines D-7 'Erosion and Control and Stormwater Management'.**

**50. If there is a possibility of erosion or silt or other materials being washed off the property during the development process or after the development is completed, the developer must document and implement a management plan that prevents this from occurring.**

**51. The developer shall immediately clean up and satisfactorily remove any deposited construction material or silt runoff from the development site.**

**52. Stockpiles of topsoil, sand, aggregate, spoil or other material capable of being moved by the action of running water shall be stored clear of drainage paths and be prevented from entering the road and/or drainage system.**

**53. 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.**

**54. Temporary fencing must be erected and maintained around the perimeter of the development site whilst any construction activities are carried out.**

**Advertising signage**

**55. Any proposed advertising signage in addition to that identified in the approved development plans, is subject to further development approval unless compliant with the requirements for "Accepted development" or "Accepted development subject to requirements" identified in the planning scheme in force at the time.**

**56. Any advertising signage associated with the approved use must be fully contained within the development site boundaries and must not encroach into adjoining properties or roads.**

**Operating hours**

**57. Operating hours are restricted to 7:00am to 6:00pm Monday to Friday and 8:00am to 6:00pm on Saturday. The development is not permitted to operate on Sundays or Public Holidays.**

**Delivery of goods**

**58. Loading and unloading of goods must not occur outside the hours of 7:00am to 6:00pm Monday to Friday and 8:00am to 5:00pm on Saturdays. No loading or unloading shall occur on Sundays or Public Holidays.**

**59. The delivery, loading and unloading of goods to the site must be undertaken within Lot 6 SP262449 and must not occur on adjoining properties or roads.**

**No cost to Council**

60. **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. This includes the costs of any services and infrastructure required in connection with the establishment of the development, survey, registration, document lodgment, easement documentation preparation and plan sealing.**

**Latest versions**

61. **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 commencement of the development works, unless a regulation or law requires otherwise.**

**Application documentation**

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

**General Advice**

(a) **Refer to http://www.cmdg.com.au/ for the Capricorn Municipal Development Guidelines (CMDG).**

(b) **Refer to http://www.maranoa.qld.gov.au/council-policies for Council Policies.**

(c) **The relevant planning scheme for this development is *Maranoa Planning Scheme 2017.* All references to the 'Planning Scheme' and 'Planning Scheme Schedules' within these conditions refer to the above Planning Scheme.**

(d) **Under the Planning Scheme a *Car wash means the use of premises for the commercial cleaning of motor vehicles.***

(e) **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.**

(f) **The land use rating category may change upon commencement of any new use on the approved lot(s). Council's current Revenue Statement, which includes the minimum general rate levy for the approved use/s, can be viewed on the Council Website: www.maranoa.qld.gov.au.**

(g) **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.**

**(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.**

**(i)** **All persons involved in the development and operation of the use of the site have a 'general biosecurity obligation' (GBO) under Queensland's *Biosecurity Act 2014* and the owner/operators are responsible for managing biosecurity risks that are:**

- **under their control; and**
- **that they know about, or should reasonably be expected to know about.**

**Under the GBO, the development activities may pose a biosecurity risk, and the developer/operator must:**

- **take all reasonable and practical steps to prevent or minimise all biosecurity risks;**
- **minimise the likelihood of causing a 'biosecurity event', and limit the consequences if such an event is caused; and**
- **prevent or minimise the harmful effects a risk could have, and not do anything that might make any harmful effects worse.**

**(j)** **Refer to Attachment 4 Adopted Infrastructure Charges Notice for infrastructure charges levied for the approved development.**

**(k)** **In completing an assessment of the proposed development, Council has relied on the information submitted in support of the development application as true and correct. Any change to the approved plans and documents may require a new or changed development approval. It is recommended to contact Council for advice in the event of any potential change in circumstances.**

CARRIED 8/1

| **Responsible Officer** | **Lead Town Planner** |
|---|---|

With the abovementioned amendment approved, this became the substantive motion, which was voted on by Council, with the outcome recorded as follows:

**Resolution No. OM/09.2020/64**

**Moved Cr McMullen** **Seconded Cr Guthrie**

**That the development application for a Material Change of Use for a "Car wash" at 92 Bowen Street, Roma (Lot: 1 RP: 93927) be approved subject to the listed Development Conditions and General Advice:**

**Development Conditions**

**Development details**

**1.** **The approved development is a Material Change of Use – "Car wash" as defined in the Planning Scheme and as shown on the approved plans.**

**Compliance inspection**

**2.** **All conditions relating to the establishment of the approved development must be fulfilled prior to the approved use commencing, unless noted in the approval conditions or otherwise confirmed in writing by Council.**

**3.** **Prior to the commencement of the use, the applicant shall contact Council to arrange a development compliance inspection.**

**Approved plans and documents**

**4.** **The approved development is to be carried out in accordance with the following approved plans/documents and subject to the approval conditions. Where there is any conflict between the approval conditions and the details shown on the approved plans, the approval conditions prevail.**

| Plan/Document Number | Plan/Document Name |
|---|---|
| 01 | Existing site plan |
| 02 | Proposed site plan |
| 03 | Oil separator unit |

**Development works**

**5.** **During the course of establishing the development, 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.**

**6.** **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).**

**Applicable standards**

**7.** **All works must comply with:**

**a) the development approval conditions;**

**b) any relevant provisions in the Planning Scheme and the Capricorn Municipal Development Guidelines;**

**c) any relevant Australian Standard that applies to that type of work; and**

**d) any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.**

**Works in road reserve**

**8.** **A Works in a Road Reserve Permit will be required from Council for any works associated with the development that are undertaken within the Council road reserve by private contractor/entity. Works include, but are not limited to, cutting work, kerb and channel and site access/crossovers. 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".**

**Maintain the premises**

**9.** **The area 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 to pose any health and safety risks to the community.**

**Refuse storage**

10. **Bulk refuse storage and collection facilities must be located within the development site in a location that is screened from occupants of adjoining and surrounding properties. The bulk refuse storage must not be visually obtrusive when viewed from the street.**

11. **Convenient access to the bulk refuse storage area must be provided for service vehicles.**

12. **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.**

13. **Refuse collection from the site must not occur before 7:00am or after 6:00 pm, or on Sundays or public holidays.**

**Landscaping**

14. **Landscaping areas are to be provided generally in accordance with approved plan *001 – Proposed Site Plan.* Plantings within the landscaping areas shall include a mix of shrubs and ground covers, which must contribute to the amenity of the development and the street.**

    **Note: Refer to *Planning Scheme Policy SC6.2 – Landscaping* for Council's preferred species list.**

15. **Site landscaping is to be irrigated during an establishment period of two years, and ground covers should fully cover vegetated areas within one year of planting.**

16. **All site landscaping is to be maintained throughout the duration of the approved use. Any dead and/or unhealthy plants are to be promptly removed and replaced.**

17. **Site landscaping must not interfere with electrical infrastructure nor restrict maintenance access to any onsite infrastructure, public utility or easement.**

18. **Landscaping must not interfere with site lines at access driveways for vehicle traffic.**

**Access**

19. **Vehicle crossovers to and from the development site shall be provided from Jackson Street, generally in the location shown on approved plan '*001 – Proposed Site Plan.***

20. **Vehicle crossovers must be designed to cater for the maximum vehicle size accessing the site, ensuring no damage to the roadway or kerb. Suitable flares and tapers are to be provided at the interface with the roadway to cater for vehicle swept path movements.**

21. **Vehicle crossovers must be located a minimum distance of one metre from any power poles, street signage, street lights, manholes, stormwater gully pits or other Council assets, unless otherwise specified in the applicable development standards and specifications.**

22. **The landowner is responsible for the maintenance of the vehicle crossover from the property boundary to the external road network and access ways, and for obtaining any approvals that may be required for complying with the applicable designs and standards.**

**Parking and manoeuvring**

**23.** **A designated onsite car parking area with provision for three car parking spaces, including one carpark for persons with disabilities, is to be provided within the development site area. The car parking spaces must be for the exclusive use of staff and customers associated with the approved use.**

**24.** **The car parking area must comply with the requirements listed below;**

- **a. Car park design, including car parking spaces (widths and lengths), vehicle access lanes and manoeuvring areas are to comply with Australian Standard AS/NZS 2890 Part 1: Off-street car parking;**
- **b. A disabled car parking bay is to be provided in accordance with Australian Standard *AS/NZS 2890.6:2009 Parking Facilities - Off-street car parking for people with disabilities* (minimum 1 PWD space);**
- **c. Appropriate vehicle barriers/signage is to be provided to prevent vehicles travelling into buildings/structures and encroaching into pedestrian accessways;**
- **d. Vehicle movements within the site are to be clear of proposed parking areas, buildings and landscape treatments;**
- **e. Vehicle parking bays must not encroach into swept paths for vehicle movements;**
- **f. Vehicles accessing the designated onsite parking area must be able to enter and leave in forward direction. Sufficient manoeuvring areas are to be provided to facilitate the turnaround of vehicles within the site, ensuring vehicles can exit to Jackson Street in forward direction.**
- **g. All vehicle manoeuvres to and from the onsite parking spaces must be totally contained within the development site boundaries and must not encroach onto the adjacent roadway;**

**25.** **No on-street parking is permitted at the Jackson Street or Bowen Street frontage of the development site at any time. All vehicles associated with the approved development must be catered for and contained on site.**

**Maximum number of vehicles**

**26.** **The maximum number of vehicles located onsite at any one time is restricted to five.**

**Maximum number of employees**

**27.** **The maximum number of employees associated with the approved development is restricted to two.**

**Lighting**

**28.** **Lighting of the approved development, including any security lighting, shall be such that the lighting intensity does not exceed 8.0 lux at a distance of 1.5 metres from the site at any property boundary.**

**29.** **All lighting shall be directed or shielded so as to ensure that no glare directly affects adjoining and nearby properties.**

**Note: The Queensland Government *Environmental Protection Act 1994* includes controls for light nuisances. Council is responsible for investigating light pollution complaints and enforcing the controls for light nuisances. When investigating a lighting complaint, Council will consider amongst other matters, the amount, duration, characteristics and qualities of the lighting, as well as the sensitivity of the receptor and the potential impact of lighting on adjacent properties.**

**Avoiding nuisance**

**30. No unreasonable and sustained nuisance is to be caused to adjoining properties and occupiers by the way of noise, smoke, dust, rubbish, contaminant, stormwater discharge or siltation at any time during or after the establishment of the approved development.**

**Note: Refer to the *Environmental Protection Regulation 2019* for acceptable emission levels.**

**31. Dust emanating as a result of operations carried out onsite must be continually monitored and suppressed in order to prevent any dust drifting onto road networks, nearby properties and sensitive land uses.**

**Screening mechanical equipment**

**32. All mechanical equipment (including air conditioners and the like) and rainwater tanks are to be screened from the adjoining roadway and nearby properties.**

**Fencing**

**33. Fencing is to be provided/maintained along all boundaries shared with an accommodation activity. The constructed fence is to consist of a 1.8 metre high solid structure.**

**Services**

**34. The approved development is to be connected to Council's reticulated water supply network in accordance with the Water Services Association of Australia (WSAA) publication and the CMDG Design Guidelines – D11 'Water Reticulation', at no cost to Council.**

**35. The approved development is to be connected to Council's reticulated sewerage disposal system in accordance with the Sewerage Code of Australia and the CMDG Design Guideline - D12 'Sewerage Reticulation', at no cost to Council.**

**36. Any connection to, or works associated with Council's sewerage infrastructure must be completed by a qualified plumber/drainlayer under Council supervision. No works are to be undertaken on Council's sewerage infrastructure without first obtaining the express permission of Council.**

**Note: Any damage caused to Council's sewer infrastructure due to the progression of works or as a result of the approved use shall be rectified at the landowner's expense.**

**37. Connection of the development to a telecommunication service must be undertaken in accordance with the relevant service provider's requirements and specifications along with relevant building standards, requirements and specifications.**

**38. The development must be connected to an electricity reticulation service in accordance with the relevant service provider's requirements and specifications along with relevant building standards, requirements and specifications.**

**Note: Any renewable energy systems integrated into the development are to contribute to the supply and use of electricity to and from the grid.**

**39.** **All services installation, including sewer, water, electricity and telecommunications connections to the respective networks, must comply with (i) the development approval conditions, (ii) any relevant provisions in the planning scheme for the area, (iii) Council's standard designs for such work where such designs exist (iv) the Capricorn Municipal Development Guidelines (CMDG) where it applies (v) any relevant Australian Standard that applies to that type of work and (vi) any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.**

**40.** **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.**

**Stormwater and drainage**

**41.** **Stormwater runoff from roofs and impervious surfaces is to be collected internally and directed to the existing kerb in Bowen Street as the lawful point of discharge. All stormwater is to be managed in accordance with CMDG Design Guidelines D-5 'Stormwater Drainage Design'.**

**42.** **Stormwater must not be discharged to adjoining properties or roads and must not pond on the property being developed, or adjoining properties during the development process or after the development has been completed.**

**43.** **There must be no increases in any silt loads or contaminants in any overland flow from the property being developed during the development process and after the development has been completed.**

**44.** **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.**

**Washbay**

**45.** **Wastewater generated from the washbay is to be collected onsite and discharged to Council's reticulated sewerage system in accordance with Council's Trade Waste Policy. A trade waste permit must be obtained from Council prior to the commencement of the approved use.**

**46.** **An oil/water separator (such as a coalescing plate separator) shall be installed in accordance with Council's Trade Waste Policy to trap oils and solids prior to discharging waste to Council's reticulated sewerage system.**

**47.** **Waste oils and solids separated from the separator are to be collected and disposed of at a licenced facility.**

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**48.** **A Biosecurity Plan for the premises must be prepared and implemented in accordance with the *Biosecurity Act 2014*. The plan must be prepared taking into account all approved operations on the site and addressing the risk of spread of Priority Pest Plants detailed in Council's Pest Management Plan. A copy of the plan must be submitted to Council prior to commencement of the approved development.**

**Note: The Pest Management Plan (PMP) for the Maranoa Region is available on Council's website via the following link: http://www.maranoa.qld.gov.au/council/Documents/Pest_Management_Plan_2012_2016.pdf. The PMP identifies, among others, Parkinsonia, Prickly Acacia, Mother of Millions and Parthenium as Priority Pest Plants to be managed in the Maranoa Region.**

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**57. Operating hours are restricted to 7:00am to 6:00pm Monday to Friday and 8:00am to 6:00pm on Saturday. The development is not permitted to operate on Sundays or Public Holidays.**

**Delivery of goods**

**58. Loading and unloading of goods must not occur outside the hours of 7:00am to 6:00pm Monday to Friday and 8:00am to 5:00pm on Saturdays. No loading or unloading shall occur on Sundays or Public Holidays.**

**59. The delivery, loading and unloading of goods to the site must be undertaken within Lot 6 SP262449 and must not occur on adjoining properties or roads.**

**No cost to Council**

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**Latest versions**

61. **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 commencement of the development works, unless a regulation or law requires otherwise.**

**Application documentation**

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

**General Advice**

(a) **Refer to http://www.cmdg.com.au/ for the Capricorn Municipal Development Guidelines (CMDG).**

(b) **Refer to http://www.maranoa.qld.gov.au/council-policies for Council Policies.**

(c) **The relevant planning scheme for this development is *Maranoa Planning Scheme 2017.* All references to the 'Planning Scheme' and 'Planning Scheme Schedules' within these conditions refer to the above Planning Scheme.**

(d) **Under the Planning Scheme a *Car wash means the use of premises for the commercial cleaning of motor vehicles.***

(e) **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.**

(f) **The land use rating category may change upon commencement of any new use on the approved lot(s). Council's current Revenue Statement, which includes the minimum general rate levy for the approved use/s, can be viewed on the Council Website: www.maranoa.qld.gov.au.**

(g) **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.**

**(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.**

**(i)** **All persons involved in the development and operation of the use of the site have a 'general biosecurity obligation' (GBO) under Queensland's Biosecurity Act 2014 and the owner/operators are responsible for managing biosecurity risks that are:**

- **under their control; and**
- **that they know about, or should reasonably be expected to know about.**

**Under the GBO, the development activities may pose a biosecurity risk, and the developer/operator must:**

- **take all reasonable and practical steps to prevent or minimise all biosecurity risks;**
- **minimise the likelihood of causing a 'biosecurity event', and limit the consequences if such an event is caused; and**
- **prevent or minimise the harmful effects a risk could have, and not do anything that might make any harmful effects worse.**

**(j)** **Refer to Attachment 4 Adopted Infrastructure Charges Notice for infrastructure charges levied for the approved development.**

**(k)** **In completing an assessment of the proposed development, Council has relied on the information submitted in support of the development application as true and correct. Any change to the approved plans and documents may require a new or changed development approval. It is recommended to contact Council for advice in the event of any potential change in circumstances.**

CARRIED 8/1

Cr. 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. Birkett | Cr. McMullen |
| Cr. Edwards | |
| Cr. Golder | |
| Cr. Guthrie | |
| Cr. Hancock | |
| Cr. Ladbrook | |
| Cr. O'Neil | |
| Cr. Taylor | |

| Responsible Officer | Lead Town Planner |
|---|---|

| | | |
|---|---|---|
| **Item Number:** | **13.2** | **File Number: D20/75735** |
| **SUBJECT HEADING:** | **DEVELOPMENT PERMIT FOR MATERIAL CHANGE OF USE - "EXTRACTIVE INDUSTRY" (5,000 TO 100,000 TONNES QUARRY) (REF: 2020/20072)** | |
| **Location:** | Sunnyside Road, Wallumbilla North 4428 (Lot 355 on WV290) | |
| **Applicant:** | Harley and Ellen Nixon T/A Beauview Partnership Pty Ltd C/- Danya Elizabeth Cook | |
| **Officer's Title:** | **Planning Officer** | |

***Executive Summary:***
*Harley and Ellen Nixon (T/A Beauview Partnership Pty Ltd) C/- Danya Elizabeth Cook is seeking a development approval for a Material Change of Use for an "Extractive Industry" (5,000 to 100,000 tonnes quarry) on land situated on Sunnyside Road, Wallumbilla North, properly described as Lot 355 on WV290 (the subject premises). The subject premises is located approximately 6.5 kilometres north-east of the township of Wallumbilla.*

*The development application is subject to impact assessment and must be assessed against the assessment benchmarks (to the extent relevant) provided by Section 45 of the Planning Act 2016 and any matters prescribed by regulation. The Development Assessment Rules set out the procedural requirements for the development assessment process.*

*Public notification about the application was carried out in accordance with Part 4 of the Development Assessment Rules and for a period of no less than 15 business days between 15 July 2020 and 7 August 2020. There were no submissions received about the application during this period.*

*The procedural requirements set out by the Development Assessment Rules to enable Council to make a decision on this application have been fulfilled, including a response by the applicant to information request issued by the State Assessment and Referral Agency (SARA), public notification about the application and receipt of a referral agency response. The development application is generally consistent with the assessment benchmarks provided by the Planning Act 2016 and any perceived conflict with the assessment benchmarks can be addressed by way of conditions of development approval and having regard to the relevant matters.*

Council discussed hours of operation and potential noise implications for neighbouring properties at length as the Mayor raised concerns about noise. At the conclusion of those discussions, the Deputy Chief Executive Officer / Director Development, Facilities & Environmental Services suggested that Council lay the matter on the table until later in the meeting to allow officers to refine wording incorporating discussion points.

Mayor Golder proposed the following Procedural Motion:

**Resolution No. OM/09.2020/65**

**Moved Cr Golder**

**I'm happy to lay it on the table until later in the meeting.**

CARRIED 9/0

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

UNCONFIRMED

**COUNCIL ADJOURNED THE MEETING**
TO RECEIVE A DEPUTATION, FOLLOWED BY MORNING TEA AT 10.43AM

**SUBJECT HEADING: RESUMPTION OF STANDING ORDERS**
COUNCIL RESUMED THE MEETING AT 1.06PM

## COUNCILLOR BUSINESS

| | | |
|---|---|---|
| **Item Number:** | **14.1** | **File Number: D20/84553** |
| **SUBJECT HEADING:** | **INVESTIGATION INTO SECURITY MEASURES FOR PEOPLE AND PROPERTY** | |
| **Councillor's Title:** | **Cr. Tyson Golder** | |

***Executive Summary:***
*A resident has approached the Mayor about the vandalism that is occurring in a particular area in Roma.*

*A report was requested seeking investigation of potential measures to reduce vandalism and improve personal safety in the Maranoa.*

**Resolution No. OM/09.2020/66**

**Moved Cr Golder** **Seconded Cr Ladbrook**

**That a report be prepared for an upcoming Council meeting.**

CARRIED 9/0

| | |
|---|---|
| **Responsible Officer** | **Deputy Chief Executive Officer / Director Development, Facilities & Environmental Services** |

| | | |
|---|---|---|
| **Item Number:** | **14.2** | **File Number: D20/85450** |
| **SUBJECT HEADING:** | **COUNCIL OWNED PRIVATE LABEL MEAT WORKS** | |
| **Councillor's Title:** | **Cr. Tyson Golder** | |

***Executive Summary:***
*It was initially proposed that Council consider undertaking community consultation for a Council owned private labelled meat works in the Maranoa. However it was identified that it was necessary for the new term of Council to receive a full briefing on the extensive work that has been undertaken by Council seeking to encourage investment in a Meatworks for Roma. The Deputy CEO advised that a briefing is planned for 7 October 2020. It was identified that it would be helpful for this to be considered in the context of the Maranoa Liveability Strategy / Economic Development Strategy.*

**Resolution No. OM/09.2020/67**

**Moved Cr Golder**

**That the matter lay on the table until the next Ordinary Meeting on 14 October 2020.**

CARRIED 9/0

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|---|---|
| **Responsible Officer** | **Deputy Chief Executive Officer / Director Development, Facilities & Environmental Services / Manager Economic & Community Development** |

UNCONFIRMED

| | | |
|---|---|---|
| **Item Number:** | **14.3** | **File Number: D20/86978** |
| **SUBJECT HEADING:** | **IMPROVED DISABLED PARKING FOR MITCHELL** | |
| **Councillor's Title:** | **Cr. Tyson Golder** | |

***Executive Summary:***
*The report tabled a proposal to improve disabled parking for residents in Mitchell. The report sought to focus on the area in Alice Street Mitchell, providing access to the CBD.*

*Council updated the Executive Summary to clarify the location for investigation.*

**Resolution No. OM/09.2020/68**

**Moved Cr Golder** **Seconded Cr Edwards**

**That a report be prepared for an upcoming Council meeting.**

CARRIED 9/0

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|---|---|
| **Responsible Officer** | **Deputy Director / Strategic Road Management** |

**COUNCIL ADJOURNED THE MEETING**
FOR LUNCH AT 1.27PM

**SUBJECT HEADING: RESUMPTION OF STANDING ORDERS**
COUNCIL RESUMED THE MEETING IN CLOSED SESSION AT 2.31PM

## CONFIDENTIAL ITEMS

In accordance with the provisions of section 275 of the *Local Government Regulation 2012*, Council resolved to close the meeting to the public to discuss items C.1 – C.13 and LC.1 – LC.15, which it has deemed to be of a confidential nature and specifically pertaining to the following sections:

(b) industrial matters affecting 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;

(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. OM/09.2020/69**

**Moved Cr Birkett** **Seconded Cr Taylor**

**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 its Councillors or members consider it necessary to close the meeting [at 2.32pm].**

CARRIED 9/0

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| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |

UNCONFIRMED

Cr. Birkett, having previously foreshadowed a 'Material Personal Interest' for the item C.1, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 2.33pm, taking no part in discussion on the matter.

At cessation of discussion on the abovementioned item, Cr Birkett returned to the meeting at 2.37pm.

The minute taker left the meeting prior to Council's consideration of Item C.3 at 2.41pm.

At cessation of discussion on the abovementioned item, the minute taker returned to the meeting at 2.54pm.

Cr. Hancock, having previously foreshadowed a 'Material Personal Interest' for the item C.6, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 3.07pm, taking no part in discussion on the matter.

At cessation of discussion on the abovementioned item, Cr Hancock returned to the meeting at 3.32pm.

Cr. Hancock, having previously foreshadowed a 'Material Personal Interest' for the item C.9, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 3.33pm, taking no part in discussion on the matter.

At cessation of discussion on the abovementioned item, Cr Hancock returned to the meeting at 4.23pm.

Cr. Ladbrook, having previously foreshadowed a 'Conflict of Interest' for the item C.12, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 4.48pm, taking no part in discussion on the matter.

At cessation of discussion on the abovementioned item, Cr Ladbrook returned to the meeting at 4.54pm.

Cr. Ladbrook, having previously foreshadowed a 'Conflict of Interest' for the item LC.1, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 4.57pm, taking no part in discussion on the matter.

At cessation of discussion on the abovementioned item, Cr Ladbrook returned to the meeting at 5.33pm.

Cr Birkett left the meeting at 5.49pm, and returned at 5.51pm.

Cr. Taylor, having previously foreshadowed a 'Conflict of Interest' for the item LC.10, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 6.04pm, taking no part in discussion on the matter.

At cessation of discussion on the abovementioned item, Cr Taylor returned to the meeting at 6.05pm.

Councillors Hancock and Guthrie, having previously foreshadowed a 'Material Personal Interest' for the item LC.11, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 6.05pm, taking no part in discussion on the matter.

Cr Edwards left the meeting at 6.11pm, and returned at 6.13pm.

At cessation of discussion on Item LC.11, Councillors Hancock and Guthrie returned to the meeting at 6.48pm.

Cr. Taylor left the meeting at 6.55pm, and returned at 6.57pm.

UNCONFIRMED

Mayor Golder, having previously foreshadowed a perceived 'Conflict of Interest' for the item LC.13, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 7.05pm, taking no part in discussion on the matter.

The Deputy Mayor took the role of Acting Chair in the Mayor's absence.

Cr. Ladbrook left the meeting at 7.15pm, and returned at 7.17pm.

At cessation of discussion on the abovementioned item, Mayor Golder returned to the meeting at 7.34pm, assuming the Chair.

| **Resolution No. OM/09.2020/70** | |
|---|---|
| **Moved Cr McMullen** | **Seconded Cr Taylor** |
| **That Council open the meeting to the public at 8.29pm.** | |
| CARRIED | 9/0 |

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

| **Resolution No. OM/09.2020/71** | |
|---|---|
| **Moved Cr McMullen** | **Seconded Cr Guthrie** |
| **That Council add Item Number LC.16 – Subject Heading - Glen Olive Road Matter, Mt Howe [*to the Late Confidential Agenda, for reasons that are in accordance with Section 275 [1](h) of the Local Government Regulation 2012*].** | |
| CARRIED | 9/0 |

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

| **Resolution No. OM/09.2020/72** | |
|---|---|
| **Moved Cr McMullen** | **Seconded Cr Edwards** |
| **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 its Councillors or members consider it necessary to close the meeting [at 8.31pm].** | |
| **[The reasons are listed against each agenda report].** | |
| CARRIED | 9/0 |

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

Cr. Guthrie left the meeting at 8.32pm, and returned at 8.34pm.

**Resolution No. OM/09.2020/73**

**Moved Cr McMullen** **Seconded Cr Birkett**

**That Council open the meeting to the public [at 8.44pm].**

CARRIED 9/0

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| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |

**LATE ITEMS**

**Item Number:** **L.1** **File Number: D20/88488**

**SUBJECT HEADING:** **CLOSURE OF SURAT LIBRARY SERVICES FOR ELECTRICAL WORKS**

**Officer's Title:** **Support Officer - Economic & Community Development**

***Executive Summary:***
*The report sought closure of Surat library services and the Cobb and Co Changing Station for electrical works on Saturday 10 October and Sunday 11 October 2020.*

**Resolution No. OM/09.2020/74**

**Moved Cr Hancock** **Seconded Cr Taylor**

**That Council endorse the closure of the Surat Council Library Services and Cobb and Co Changing Station to allow needed electrical works to take place on Saturday 10 October and Sunday 11 October 2020.**

CARRIED 9/0

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|---|---|
| **Responsible Officer** | **Support Officer - Economic & Community Development** |

**Item Number:** **L.2** **File Number: D20/89029**

**SUBJECT HEADING:** **UNDERCOVER SPORTS AREAS IN WALLUMBILLA**

**Officer's Title:** **Regional Sport & Recreation Development Coordinator**

***Executive Summary:***
*Correspondence was received through the Office of the Mayor in relation to the lack of shade cover over sporting areas in Wallumbilla. The letter was tabled to Council for consideration.*

**Resolution No. OM/09.2020/75**

**Moved Cr McMullen** **Seconded Cr Edwards**

**That the matter be further investigated.**

***[Wording amended by Cr McMullen from his original motion following discussion with Councillors and a suggestion from the Chief Executive Officer, which Cr McMullen confirmed he was happy to accept].***

CARRIED 9/0

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|---|---|
| **Responsible Officer** | **Regional Sport & Recreation Development Coordinator** |

UNCONFIRMED

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|---|---|---|
| **Item Number:** | **L.3** | **File Number: D20/88589** |
| **SUBJECT HEADING:** | **MONTHLY FINANCIAL REPORTS AS AT 31 AUGUST 2020** | |
| **Officer's Title:** | **Contractor - Finance Systems Support** | |

***Executive Summary:***
*The purpose of this report was for the Chief Executive Officer to present a monthly financial report to Council in accordance with section 204 of the Local Government Regulation 2012 for the month of August 2020 (including year to date).*

**Resolution No. OM/09.2020/76**

**Moved Cr Birkett** **Seconded Cr Ladbrook**

**That the monthly financial report for the period ending 31 August 2020 be received and noted.**

CARRIED 9/0

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|---|---|
| **Responsible Officer** | **Contractor - Finance Systems Support** |

## CONFIDENTIAL ITEMS

Cr. Birkett, having previously foreshadowed a 'Material Personal Interest' for the following item, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 8.48pm, taking no part in discussion and debate on the matter.

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|---|---|---|
| **Item Number:** | **C.1** | **File Number: D20/84646** |
| **SUBJECT HEADING:** | **BOORINGA HERITAGE GROUP INC. - REQUEST TO ERECT SHED AT BOORINGA HERITAGE MUSEUM** | |
| **Officer's Title:** | **Administration Officer - Land Administration** | |

***Executive Summary:***
*Correspondence was received from Booringa Heritage Group Inc. seeking Council's approval to erect a colour bond shed in the Museum grounds at 4 Elizabeth Street, Mitchell.*

**Resolution No. OM/09.2020/77**

**Moved Cr McMullen** **Seconded Cr Guthrie**

**That Council as Trustee of land described as Lot 1 on SP265643 grant approval for the Booringa Heritage Group Inc. to erect a colour bond shed 12m (Long) x 7.5m (Wide) x 3.2m (High) on the premises subject to Council's standard building and planning approvals.**

CARRIED 8/0

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| **Responsible Officer** | **Administration Officer - Land Administration** |

At cessation of discussion and debate on the abovementioned item, Cr Birkett returned to the meeting at 8.49pm.

CONFIRM

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| **Item Number:** | **C.2** | **File Number: D20/82546** |
| **SUBJECT HEADING:** | **STATE GOVERNMENT SURPLUS PROPERTIES - MARANOA REGION** | |
| **Officer's Title:** | **Administration Officer - Land Administration** | |

***Executive Summary:***
*Council received details of State Government property listed as surplus in the Maranoa Region for the period 17 to 24 August 2020.*

**Resolution No. OM/09.2020/78**

**Moved Cr Guthrie** **Seconded Cr Edwards**

**That:**

1. **Council note the Government Land Register Report for the period of 17 August 2020 to 24 August 2020.**

2. **Future reports pertaining to State Government surplus properties include an indicative price/range for purchase wherever possible.**

CARRIED 9/0

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| **Responsible Officer** | **Administration Officer - Land Administration** |

The minutes officer left the meeting at 8.51pm.

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|---|---|---|
| **Item Number:** | **C.3** | **File Number: D20/82967** |
| **SUBJECT HEADING:** | **EXPRESSION OF INTEREST - AGISTMENT OF PADDOCK - POLICE PADDOCK NO. 2, DARGAL ROAD, ROMA** | |
| **Officer's Title:** | **Administration Officer - Land Administration** | |

***Executive Summary:***
*Council publicly invited interested parties to submit Expressions of Interest for the agistment of a Council owned paddock described as Police Paddock No. 2, Dargal Road, Roma. The closing date of the Expression of Interest was 7 September 2020.*

*Eleven (11) responses were received.*

**Resolution No. OM/09.2020/79**

**Moved Cr Taylor** **Seconded Cr Hancock**

**That Council conduct a ballot draw to decide the successful applicant.**

***The Ballot was drawn by the Chair announcing the successful applicant*: Cheryl Rogers**

CARRIED 9/0

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|---|---|
| **Responsible Officer** | **Administration Officer - Land Administration** |

UNCONFIRMED

**Resolution No. OM/09.2020/80**

**Moved Cr McMullen** **Seconded Cr Birkett**

**That Council enter into a formal grazing agreement with Ms Cheryl Rogers for use of Paddock No. 2, Dargal Road, Roma for a maximum of four (4) horses.**

CARRIED 9/0

| **Responsible Officer** | **Administration Officer - Land Administration** |
|---|---|

The minutes officer returned to the meeting at 8.56pm.

**Item Number:** **C.4** **File Number: D20/83493**

**SUBJECT HEADING:** **CLAIM FOR DAMAGES - ARTHUR STREET, ROMA**

**Officer's Title:** **Administration Officer - Land Administration**

***Executive Summary:***
*Council received a claim for out-of-pocket expenses in relation to an incident that occurred on 8 June 2020 when a pedestrian tripped and fell on a footpath in Arthur Street, Roma.*

**Resolution No. OM/09.2020/81**

**Moved Cr Taylor** **Seconded Cr McMullen**

**That Council reimburse the Claimant $617.15 being for the out-of-pocket expenses incurred on the following conditions:**

1. **Council and the Claimant acknowledge that Council are not legally liable for the incident.**
2. **The Claimant agrees to accept the amount of $617.15 as a full and final settlement of all claims arising from the alleged incident on 8 June 2020.**

**Further that Council wishes the claimant well in their recovery.**

CARRIED 9/0

| **Responsible Officer** | **Administration Officer - Land Administration** |
|---|---|

**HEADING: FOOTPATH ASSESSMENT – FOOTPATH NETWORK**

**Resolution No. OM/09.2020/82**

**Moved Cr McMullen** **Seconded Cr Guthrie**

**That a Councillor Briefing be arranged on the outcome of a recent footpath assessment conducted on Council's footpath network.**

***[Wording amended by Cr McMullen from his original motion following a suggestion from the Chief Executive Officer].***

CARRIED 9/0

| **Responsible Officer** | **Deputy Director / Strategic Road Management** |
|---|---|

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|---|---|---|
| **Item Number:** | **C.5** | **File Number: D20/82643** |
| **SUBJECT HEADING:** | **TENDER 20031 - NEW HOUSE CONSTRUCTION AT 171 ALICE STREET MITCHELL QLD 4465** | |
| **Officer's Title:** | **Council Buildings & Structures Maintenance Officer / Team Coordination** | |

***Executive Summary:***
*Maranoa Regional Council invited suitably qualified and experienced builders to submit a lump sum price and supporting documentation for the construction of a four bedroom house in Mitchell Queensland 4465.*

*This project consists of all works required for the construction of a new house at 171 Alice Street Mitchell on Lot 3 on M15121 as per plans supplied. The house is to be turnkey ready to occupy.*

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

**Resolution No. OM/09.2020/83**

**Moved Cr Golder** **Seconded Cr Edwards**

**That Council:**

1. **Select Allwood Building Services Pty Ltd as the recommended tenderer for Tender 20031 – New House Build at 171 Alice Street Mitchell QLD 4465.**

2. **Authorise the Chief Executive Officer (CEO) (or delegate) to enter into final negotiations with Allwood Building Services Pty Ltd noting the tendered value of $284,778.00 excluding GST ($313,255.80 inclusive of GST), and execute the contract if the final terms are acceptable.**

3. **Assign the expenditure to Work Order 21882 (171 Alice Street Mitchell – Renewal).**

***[Mayor Golder refined point 3 of the resolution].***

CARRIED 9/0

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|---|---|
| **Responsible Officer** | **Council Buildings & Structures Maintenance Officer / Team Coordination** |

Cr. Hancock, having previously foreshadowed a 'Material Personal Interest' for the following item, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 9.00pm, taking no part in discussion and debate on the matter.

| | | |
|---|---|---|
| **Item Number:** | **C.6** | **File Number: D20/83489** |
| **SUBJECT HEADING:** | **TENDER - BOTTLE TREE BULLETIN** | |
| **Officer's Title:** | **Communications Officer - Infrastructure Services Manager - Procurement & Plant** | |

***Executive Summary:***
*Council publicly invited tenders from suitably qualified and experienced entities (individuals, community groups or companies) to submit a lump sum price (per issue) and supporting documentation for the design, publication, printing, and distribution of the community newsletter (Bottle Tree Bulletin).*

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

**Resolution No. OM/09.2020/84**

**Moved Cr Birkett** **Seconded Cr McMullen**

**That Council:**

1. **Enter into a contract with Booringa Action Group Incorporated to produce and distribute the Bottle Tree Bulletin for the next 24 months.**
2. **Select Option 1 – Existing Format as provided by Booringa Action Group.**
3. **Select 12 pages per edition.**
4. **Note that Council is open to discussions about a new logo design if Booringa Action Group wishes to pursue a distinctive alternative design.**
5. **Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with *Booringa Action Group Incorporated*, noting the tendered value of $196,800 (Incl GST) – for a 24 month period, and accept the contract if the final terms are acceptable.**
6. **Assign the expenditure to GL 2018.2210.2002.**

CARRIED 8/0

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| **Responsible Officer** | **Communications Officer - Infrastructure Services / Lead Corporate Communications Officer** |

At cessation of discussion and debate on the abovementioned item, Cr. Hancock returned to the meeting at 9.01pm.

**Item Number:** **C.7** **File Number: D20/68441**

**SUBJECT HEADING:** **APPLICATION FOR COMMUNITY ORGANISATION CONCESSION – ASSESSMENTS 14015218, 14010029, 14011183**

**Officer's Title:** **Lead Rates and Utilities Billing Officer / Systems Administrator**

***Executive Summary:***
*An application for Rates and Water Access concession for Community Organisations has been received for Council's consideration.*

**Resolution No. OM/09.2020/85**

**Moved Cr McMullen** **Seconded Cr Edwards**

**That Council grant the applicant the following concessions in accordance with the Rates and Charges Rebates and Concessions Policy (Community Organisations), effective from 1 July 2020:**

| Assessment | Concession Class |
|---|---|
| 14015218 | B |
| 14010029 | B |
| 14011183 | H |

CARRIED 9/0

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|---|---|
| **Responsible Officer** | **Lead Rates and Utilities Billing Officer / Systems Administrator** |

UNCONFIRMED

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|---|---|---|
| **Item Number:** | **C.8** | **File Number: D20/86493** |
| **SUBJECT HEADING:** | **APPLICATION FOR COMMUNITY ORGANISATION CONCESSION - ASSESSMENT 12000634** | |
| **Officer's Title:** | **Rates & Utilities Billing Officer** | |

***Executive Summary:***
*An application for Rates and Water Access Concession for Community Organisations was received for Council's consideration.*

**Resolution No. OM/09.2020/86**

**Moved Cr Birkett** **Seconded Cr Edwards**

**That Council grant the applicant a "Concession Class C" concession in accordance with the Rates and Charges Rebate and Concession Policy effective from 1 January 2020.**

CARRIED 9/0

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|---|---|
| **Responsible Officer** | **Rates & Utilities Billing Officer** |

Cr. Hancock, having previously foreshadowed a 'Material Personal Interest' for the following item, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 9.03pm, taking no part in discussion and debate on the matter.

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|---|---|---|
| **Item Number:** | **C.9** | **File Number: D20/86313** |
| **SUBJECT HEADING:** | **POLICY REVIEW - RATE RECOVERY** | |
| **Officer's Title:** | **Rates & Utilities Billing Officer** | |

***Executive Summary:***
*The purpose of this report was to review the Rate Recovery Policy. Rates and charges revenue provides Council with funds to deliver services and projects. It is therefore important that this revenue is collected in a timely manner to ensure sufficient cash flow for Council to operate.*

**Resolution No. OM/09.2020/87**

**Moved Cr Golder**

**That the matter lay on the table until the next Ordinary Meeting on 14 October 2020.**

CARRIED 8/0

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|---|---|
| **Responsible Officer** | **Rates & Utilities Billing Officer / Lead Officer Elected Members & Community Engagement** |

At cessation of discussion and debate on the abovementioned item, Cr. Hancock returned to the meeting at 9.04pm.

UNCONFIRMED

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|---|---|---|
| **Item Number:** | **C.10** | **File Number: D20/86490** |
| **SUBJECT HEADING:** | **RELIEF FOR WATER SUPPLY INVOICES - DEBTOR 77244.24** | |
| **Officer's Title:** | **Manager - Water, Sewerage & Gas** | |

***Executive Summary:***
*A crop sprayer who has purchased water from the Surat Airport is seeking relief for this purchase, as it benefits local farmers.*

**Resolution No. OM/09.2020/88**

**Moved Cr Hancock** **Seconded Cr Ladbrook**

**That Council:**

1. **Waive the fee (invoice numbers 51031 and 51032) on this occasion only.**
2. **Advise the applicant that water access at the Surat Airport is locked and that an account must be set up with Council for payment of future water purchases.**
3. **Advise landowners about access to the Surat Airport for crop dusting and water access.**

CARRIED 9/0

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|---|---|
| **Responsible Officer** | **Manager - Water, Sewerage & Gas** |

**Resolution No. OM/09.2020/89**

**Moved Cr McMullen** **Seconded Cr O'Neil**

**That Council investigate the installation of AVDATA for water monitoring at the Surat Airport and options for bore water access, with a report to be brought back to Council at a future meeting.**

***[Wording amended by Cr McMullen from his original motion following a clarifying question asked by Cr O'Neil and further discussion with Councillors.]***

CARRIED 9/0

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|---|---|
| **Responsible Officer** | **Manager - Water, Sewerage & Gas / Manager Airports (Roma, Injune, Surat, Mitchell)** |

| | | |
|---|---|---|
| **Item Number:** | **C.11** | **File Number: D20/68132** |
| **SUBJECT HEADING:** | **REQUEST FROM ASSESSMENT 11007721** | |
| **Officer's Title:** | **Manager - Water, Sewerage & Gas** | |

***Executive Summary:***
*The applicant requested water to their lot to allow them to water the horses. There is a water main across the road from their lot but they are outside of the Regional Water Supply Zone. They have therefore requested that Council extend the boundary of the supply zone to allow them to access this network.*

**Resolution No. OM/09.2020/90**

**Moved Cr Taylor** **Seconded Cr McMullen**

**That Council:**

1. **Approve this request to expand the Regional Water Supply Zone.**
2. **Advise the applicant of this decision.**

CARRIED 9/0

| **Responsible Officer** | **Manager - Water, Sewerage & Gas** |
|---|---|

Cr. Ladbrook, having previously foreshadowed a 'Conflict of Interest' for the following item, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 9.09pm, taking no part in discussion and debate on the matter.

**Item Number:** **C.12** **File Number: D20/87352**

**SUBJECT HEADING:** **BASSETT PARK STABLES UPGRADE**

**Officer's Title:** **Manager - Procurement & Plant**

***Executive Summary:***

*This report summarised the evaluation process undertaken for Tender 21005 – Bassett Park Stables Upgrade Roma QLD 4455. The tender period opened on 31 July 2020 with a closing date of 24 August 2020.*

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

**Resolution No. OM/09.2020/91**

**Moved Cr Edwards** **Seconded Cr Birkett**

**That Council:**

1. **Select JEM Building Pty Ltd as the recommended tenderer for Tender 21005 – Bassett Park Stables Upgrade.**
2. **Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with JEM Building Pty Ltd, noting the tendered value of $580,629.56 including GST, and accept the contract if the final terms are acceptable.**
3. **Assign expenditure to Work Order 22132.**

CARRIED 8/0

| **Responsible Officer** | **Manager - Procurement & Plant** |
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At cessation of discussion and debate on the abovementioned item, Cr. Ladbrook returned to the meeting at 9.11pm.

UNCONFIRMED

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| **Item Number:** | **C.13** | **File Number: D20/88206** |
| **SUBJECT HEADING:** | **REPLACEMENT OF CONCRETE CAUSEWAY TO CULVERT – GUNNEWIN WEST ROAD** | |
| **Councillor's Title:** | **Cr. Tyson Golder** | |

***Executive Summary:***
*This report was presented to Council following a site visit with the landowner and available Councillors.*

**Resolution No. OM/09.2020/92**

**Moved Cr Guthrie** **Seconded Cr Taylor**

**That Council investigate options to design a culvert for this road at the same height as the concrete causeway, and for the information to be brought back to a future Ordinary meeting.**

***[Wording amended by Cr Guthrie to clarify arrangements regarding the investigation following further discussion].***

]CARRIED 9/0

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| **Responsible Officer** | **Deputy Director / Strategic Road Management** |

**LATE CONFIDENTIAL ITEMS**

Cr. Ladbrook, having previously foreshadowed a 'Conflict of Interest' for the following item, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 9.13pm, taking no part in discussion and debate on the matter.

| | | |
|---|---|---|
| **Item Number:** | **LC.1** | **File Number: D20/87887** |
| **SUBJECT HEADING:** | **UPDATE TO MATTERS RELATING TO UNNAMED SECTION OF ROAD OFF HUMPHREYS ROAD** | |
| **Officer's Title:** | **Deputy Director / Strategic Road Management** | |

***Executive Summary:***
*An unnamed section of road off Humphreys Road has been the subject of several ongoing matters raised by residents living in the area.*

*An update was provided to Council on 13 May 2020, where it was resolved that written correspondence be issued to one of the residents in the area.*

*This action has been completed, with Council now in receipt of the response from the resident. This report provides Council with an overview of the more recent actions relating to the matter and outlines a number of possible options to consider.*

**Resolution No. OM/09.2020/93**

**Moved Cr McMullen** **Seconded Cr Golder**

**That Council:**

1. **Confirm Resolution OM/05.2020/55 and advise the applicant that the request for a permit to occupy the unnamed section of road off Humphreys Road adjacent to Lot 11 on WAL53496 *is not* supported.**

UNCONFIRMED

2. **Subject to compliance with the procedural requirements specified in *Local Law No. 1 (Administration) 2011:***

    a. **cancel the licences for gate number 535 and gate number 536, and**
    b. **issue a compliance notice requiring the owner of Lot 11 on WAL53496 to fence the northern boundary of the unnamed section of road off Humphreys Road where the road abuts Lot 11 on WAL53496 to the extent that the land is not currently fenced, and remove the 2 gates from Council's road network.**

3. **Recognising that the actions as outlined in Part 2 of this resolution do come at a cost to the land owner:**

    a. **provide a period of six (6) months to complete action as outlined in Part 2 of this resolution; and**
    b. **reimburse the owner of the licensed gates, as contemplated in Council's Gates and Grid Policy Incentive to "Fence Out", at a value of $1,500 per structure/gate.**

4. **Confirm that the unnamed section of road off Humphreys Road between the end of Humphreys Road and Brookfield Road be added to the Council's Road Register and classified as Rural Access – Secondary.**

CARRIED 8/0

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| **Responsible Officer** | **Deputy Director / Strategic Road Management** |

At cessation of discussion and debate on the abovementioned item, Cr. Ladbrook returned to the meeting at 9.16pm.

**Item Number:** **LC.2** **File Number: D20/88897**

**SUBJECT HEADING:** **MARANOA PLACE BASED SUICIDE PREVENTION PROJECT**

**Officer's Title:** **Manager - Economic & Community Development**

***Executive Summary:***
*Council holds funding which the Western Queensland Primary Health Network (WQPHN) and the Queensland Mental Health Commission (QMHC) have provided to employ a Project Officer to create a regional suicide prevention strategy and coordinate the allied agencies in the Maranoa in its implementation.*

*The Project Officer was appointed on 11 September 2019 and resigned in August 2020, to take up a similar role with Lifeline Darling Downs and South West (Lifeline). Subsequent discussions with the funding body about advertising for a replacement officer and the potential for lost time and productivity associated with that process, has uncovered support for the concept of transferring the project to Lifeline. This will enable the project to continue in a seamless manner, avoiding potential duplication and confusion in the community.*

*The WQPHN has written to Council confirming the agreement of all parties to the transfer, and this report sought the resolution of Council to action the transfer and release of remaining funds and assets associated with the role, which were purchased with the funding.*

**Resolution No. OM/09.2020/94**

**Moved Cr Hancock** **Seconded Cr Birkett**

**That Council:**

1. **Terminates the funding deed for the Maranoa Place Based Suicide Prevention Project.**

UNCONFIRMED

2. **Transfers all remaining assets relevant to the funding deed to Lifeline Darling Downs and South West.**

CARRIED 9/0

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| **Responsible Officer** | **Manager - Economic & Community Development** |

**Item Number:** **LC.3** **File Number: D20/88690**

**SUBJECT HEADING:** **SURAT EARLY CHILDCARE EDUCATION CENTRE - REQUEST TO REMOVE CHILD SAFE FENCE TO USE AREA TO SOUTHERN AND WESTERN BOUNDRY OF LOT 703 ON S282.**

**Applicant:** **FGP Moreton Inc.**

**Officer's Title:** **Council Buildings & Structures Maintenance Officer / Team Coordination**

***Executive Summary:***
*Council received correspondence from FGP Moreton Inc, requesting an extension to their lease area.*

**Resolution No. OM/09.2020/95**

**Moved Cr Hancock** **Seconded Cr Edwards**

**That Council:**

1. **Give in-principle support for the removal of the existing fence and installation of new fencing within the area described as Lease C on Survey Plan 703 on S282 (Annexure A) in the Surat Early Childcare Education Centre Management Deed. Subject to the following conditions:**
   a) **Prior support is obtained from adjoining landowners; or**
   b) **The child safe fence is kept inside the existing boundary fence.**
2. **Remove the above ground stormwater pipe and install a bubbler system and cost associated expenses to Work Order 14164.2332 Surat Childcare Centre Maintenance - Plumbing.**

CARRIED 9/0

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| **Responsible Officer** | **Council Buildings & Structures Maintenance Officer / Team Coordination** |

**Item Number:** **LC.4** **File Number: D20/88393**

**SUBJECT HEADING:** **AUDIT COMMITTEE - APPOINTMENT OF EXTERNAL MEMBERS**

**Officer's Title:** **Director - Corporate & Community Services**

***Executive Summary:***
*Council is required to establish an Audit Committee.*

*The purpose of this report was to review the results of the next step in the process and consider appointing an External Audit Committee Member to form a new Audit Committee.*

**Resolution No. OM/09.2020/96**

**Moved Cr Edwards** **Seconded Cr Guthrie**

**That Council:**

1. **Appoint Michael Booth as [an] External Audit Committee Member.**

2. **Note that the Audit Committee meeting scheduled for 17 September 2020 was postponed to 28 September 2020.**

3. **Call for expressions of interest for the remaining position of external member (one position).**

4. **In the event that attendance is required in person, expenses be reimbursed at cost or at the rate set by the Australian Taxation Office for the cents per kilometre method for car expenses (when travelling from outside the region).**

5. **On the basis of the resolution from the meeting on 9 September 2020 in relation to Item 8.1, update the Audit Committee Terms of Reference so that all Councillors are invited to attend the meeting, as follows:**

   **Committee composition**

   **The membership of the committee will comprise two (2) Councillors and two (2) external members, appointed by Council. Council will appoint one of the external members of the Audit Committee as Chairperson. All other councillors (non audit committee members) are invited to attend the Audit Committee meetings as observers.**

6. **The Audit Committee Terms of Reference be updated so that any Committee member or attendee may participate via teleconferencing:**

   **Teleconferencing**

   **Where practical or necessary, any member or attendee may participate in a committee meeting via the use of a telephone, video conferencing equipment or other means of instant communication that allows a person to take part in discussions as they happen. Those participating in a committee meeting via teleconference must ensure they are in a place that maintains the confidentiality of the committee meeting discussions, without others present – where applicable in accordance with the Confidentiality Procedure.**

CARRIED 9/0

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| **Responsible Officer** | **Director - Corporate & Community Services** |

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| **Item Number:** | **LC.5** | **File Number: D20/88765** |
| **SUBJECT HEADING:** | **TENDER 21010 - SALE OF VACANT LAND LOCATED AT ROSE SMITH LANE, MUCKADILLA QLD 4461 - LOT 17 ON M3831** | |
| **Officer's Title:** | **Council Buildings & Structures Maintenance Officer / Team Coordination** | |

***Executive Summary:***
*Council publicly invited interested parties to submit tenders for the sale of vacant land located at Rose Smith Lane, Muckadilla QLD 4461, described as Lot 17 on M3831.*
*The evaluation report was tabled for Council's consideration.*

**Resolution No. OM/09.2020/97**

**Moved Cr McMullen** **Seconded Cr Edwards**

**That Council:**

1. **Select MB & CM Coomber as the recommended Tenderer for Tender 21010 – Sale of vacant land located at Rose Smith Lane, Muckadilla QLD 4461 – Lot 17 on M3831.**
2. **Delegate authority to the Chief Executive Officer to sign documentation necessary to settle the sale.**

CARRIED 9/0

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| **Responsible Officer** | **Council Buildings & Structures Maintenance Officer / Team Coordination** |

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| **Item Number:** | **LC.6** | **File Number: D20/89585** |
| **SUBJECT HEADING:** | **NEIL TURNER WEIR - LICENCE AGREEMENT - MITCHELL** | |
| **Officer's Title:** | **Council Buildings & Structures Maintenance Officer / Team Coordination** | |

***Executive Summary:***
*Sunwater proposed to enter into a Licence Agreement with Council over Sunwater owned freehold land adjacent the Neil Turner Weir, Mitchell.*

**Resolution No. OM/09.2020/98**

**Moved Cr Birkett** **Seconded Cr Ladbrook**

**That Council:**

1. **Enter into an Agreement with Sunwater Limited, [in] respect to land described as over Lot 3 on RP 53700, Lot 8 on RP 53700 and Part of Lot 6 on RP 53700.**
2. **Authorise the Chief Executive Officer (CEO), or delegate, to negotiate and execute the agreement and any other associated documentation if those terms are acceptable.**

***[Wording amended by Cr Birkett in regard to point 2 following a further suggestion from the Deputy CEO and Chief Executive Officer (CEO). Cr Birkett indicated he was happy to accept the amendment].***

CARRIED 9/0

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| **Responsible Officer** | **Council Buildings & Structures Maintenance Officer / Team Coordination** |

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| **Item Number:** | **LC.7** | **File Number: D20/89346** |
| **SUBJECT HEADING:** | **RATES BUSINESS SERVICE - RATES ON DEMAND** | |
| **Officer's Title:** | **Manager - Communication, Information & Administration Services** | |

***Executive Summary:***
*The report sought authorisation to approve the extension of the Rates Business Service on Demand Agreement which offers personalised on-call business advice and assistance for Council's Rates, Property, Water and Utility Billing Processes.*

**Resolution No. OM/09.2020/99**

**Moved Cr McMullen** **Seconded Cr Guthrie**

**That:**

1. **Pursuant to section 235(b) of the *Local Government Regulation 2012* Council is satisfied there is only one supplier due to the specialised nature of the services that are sought.**

2. **Council approve the Chief Executive Officer (CEO) to sign the Agreement for the Rates Business Service on Demand for a period of 1 (one) year if the final terms are acceptable.**

CARRIED 9/0

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| **Responsible Officer** | **Manager - Communication, Information & Administration Services** |

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| **Item Number:** | **LC.8** | **File Number: D20/89649** |
| **SUBJECT HEADING:** | **DECLARATION OF STATE-CONTROLLED ROADS BY TRANSPORT AND MAIN ROADS** | |
| **Officer's Title:** | **Deputy Director / Strategic Road Management** | |

***Executive Summary:***
*The Department of Transport and Main Roads ("Department"), under cover of a letter dated 10 August 2020 has written to Council advising that revocation and declaration actions are being undertaken as part of a State-wide project to accurately define the State's existing transport corridors.*

*This report outlined the details of the letter, proposed actions by the Department and recommendation to Council regarding a response to the matter.*

**Resolution No. OM/09.2020/100**

**Moved Cr Hancock** **Seconded Cr Taylor**

**That Council:**

1. **Note receipt of the correspondence from the Department of Transport and Main Roads, dated 10 August 2020, advising that revocation and declaration actions are being proposed to define the State's existing transport corridors.**

2. **Authorise the Chief Executive Officer (CEO) to formally provide a submission to the Department of Transport and Main Roads consistent with the letter attached to this Officer's Report.**

UNCONFIRMED

3. **Provide a copy of the submission to the Chief Executive of the Local Government Association (LGAQ), and email notification to the President of the Local Government Association of Queensland (LGAQ).**

4. **Provide the Western Queensland Alliance and the South West Queensland Council of Mayors an overview of the matter, highlighting key elements of the submission.**

CARRIED 9/0

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| **Responsible Officer** | **Deputy Director / Strategic Road Management** |

**Item Number:** **LC.9** **File Number: D20/89722**

**SUBJECT HEADING:** **RASLIE ROAD UPGRADE - GRAVEL RE-SHEET & MINOR REALIGNMENT - LANDOWNER COMPENSATION AGREEMENT**

**Officer's Title:** **Manager - Construction**

***Executive Summary:***
*With reference to the report presented to Council on 22 July 2020 (GM/07.2020/67), regarding formalising a road opening on Raslie Road, this report provided an update to Council with further information regarding consultation with the affected landowner.*

**Resolution No. OM/09.2020/101**

**Moved Cr McMullen** **Seconded Cr Edwards**

**That Council authorise the Chief Executive Officer (CEO) or delegate to:**

1. **Formally enter into a Road Agreement with the landowner of Lot 2 on Registered Plan RP200575 in accordance with Section 15 of the *Acquisition of Land Act 1967*.**

2. **Authorise the payment of all reasonable legal fees incurred by the affected landowner to complete the road opening process.**

3. **Authorise compensation payment to the affected landowner consistent with Option 2 as outlined in the body of the report.**

***[Cr McMullen incorporated a minor amendment to terminology to that read out following a request for clarification].***

CARRIED 9/0

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| **Responsible Officer** | **Manager - Construction** |

Cr. Taylor, having previously foreshadowed a 'Conflict of Interest' for the following item, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 9.31pm, taking no part in discussion and debate on the matter.

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| **Item Number:** | **LC.10** | **File Number: D20/89923** |
| **SUBJECT HEADING:** | **ROMA SALEYARDS REPRESENTATIVE FOR AUSTRALIAN LIVESTOCK MARKETS ASSOCIATION INCORPORATED MEMBERSHIP** | |
| **Officer's Title:** | **Manager - Saleyards** | |

***Executive Summary:***
*The Roma Saleyards is a member of the Australian Livestock Markets Association Inc (the Association). The purpose of this report is to nominate a member representative on behalf of the Roma Saleyards, which will include participation at the general meeting and any special general meetings of the Association.*

**Resolution No. OM/09.2020/102**

**Moved Cr Guthrie** **Seconded Cr Ladbrook**

**That Council endorse the Manager Saleyards as the Roma Saleyards member representative for the Australian Livestock Markets Association Inc., including any general meeting and any special general meetings of the Association.**

CARRIED 8/0

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| **Responsible Officer** | **Manager - Saleyards** |

At cessation of discussion and debate on the abovementioned item, Cr. Taylor returned to the meeting at 9.32pm.

Councillors Hancock and Guthrie, having previously foreshadowed a 'Material Personal Interest' for the following item, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 9.32pm, taking no part in discussion and debate on the matter.

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| **Item Number:** | **LC.11** | **File Number: D20/90426** |
| **SUBJECT HEADING:** | **HAY ROMA DAM** | |
| **Officer's Title:** | **Lead Officer - Elected Members & Community Engagement** | |

***Executive Summary:***
*Correspondence was received from the office of the Minister for Natural Resources, Mines and Energy regarding Hay Roma Dam.*

*Correspondence was also forwarded to the Minister by residents of the area. That correspondence was tabled as part of this report.*

**Resolution No. OM/09.2020/103**

**Moved Cr Ladbrook** **Seconded Cr Birkett**

**That Council:**

1. **Receive and note the letter of response received from the Office of the Hon Dr Anthony Lynham, Minister for Natural Resources, Mines and Energy dated 10 September 2020.**

2. **Receive and note the email circulated to all Councillors from Vicki Knight dated 18 September 2020 (including attached supporting documentation).**

UNCONFIRMED

3. **Subject to confirmation from the Minister's office, provide a copy of the received correspondence to interested landholders.**

CARRIED 7/0

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| **Responsible Officer** | **Lead Officer - Elected Members & Community Engagement** |

At cessation of discussion and debate on the abovementioned item, Councillors Hancock and Guthrie returned to the meeting at 9.34pm.

**Item Number:** **LC.12** **File Number: D20/90445**

**SUBJECT HEADING:** **TENDER 21007 - SALE OF LAND AND BUILDINGS AT 29 BOWEN STREET AND 45-47 HAWTHORNE STREET, ROMA.**

**Officer's Title:** **Manager - Procurement & Plant**

***Executive Summary:***
*Council publicly invited tenders for the purchase or lease of the land and buildings at 29 Bowen Street and 45-47 Hawthorne Street Roma. Tenders closed on 24 August 2020. The purpose of this report was to consider Tender 21007.*

**Resolution No. OM/09.2020/104**

**Moved Cr Golder** **Seconded Cr Edwards**

**That Council:**

1. **Receive and note the information.**
2. **Conclude the tender process.**
3. **Decline the offer received after the close of tender to purchase 29 Bowen Street and 45 – 47 Hawthorne Street, Roma.**

CARRIED 9/0

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| **Responsible Officer** | **Manager - Procurement & Plant** |

Mayor Golder, having previously foreshadowed a perceived 'Conflict of Interest' for the following item, for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 9.35pm, taking no part in discussion and debate on the matter.

The Deputy Mayor took the role of 'Acting Chair' in the Mayor's absence.

**Item Number:** **LC.13** **File Number: D20/90607**

**SUBJECT HEADING:** **UPDATE - FLOOD MITIGATION MATTER**

**Officer's Title:** **Chief Executive Officer**

***Executive Summary:***
*The report tabled correspondence for Council's consideration.*

UNCONFIRMED

**Resolution No. OM/09.2020/105**

**Moved Cr Ladbrook** **Seconded Cr Edwards**

**That Council authorise the Chief Executive Officer (CEO) to further discuss Option 4 as outlined in the letter.**

CARRIED 8/0

| **Responsible Officer** | **Chief Executive Officer** |
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At cessation of discussion and debate on the abovementioned item, Mayor returned to the meeting at 9.37pm.

**Item Number:** **LC.14** **File Number: D20/90880**

**SUBJECT HEADING:** **PRELIMINARY QUERIES FOR COUNCIL'S PROPOSED ORGANISATIONAL STRUCTURE**

**Officer's Title:** **Chief Executive Officer**

***Executive Summary:***
*The agenda item sought Councillors' input into the initial queries. This information, once compiled, will be incorporated into information sheets as part of the consultation process. It aims to help those who are speaking with employees about the proposed changes to communicate the elected Council's vision and to accurately describe the proposed effects on employees' roles.*

*In addition to this, the Chief Executive Officer's report provided the opportunity for discussion about a presentation by the elected Council to the combined workforce.*

**Resolution No. OM/09.2020/106**

**Moved Cr Golder** **Seconded Cr Ladbrook**

**That:**

1. **Council consider the preliminary queries that have been raised and come together for further discussion at a briefing and then formal consideration at a future meeting.**

2. **Through Councillors diary arrangements some possible dates to be identified for the Elected Members to hold a briefing for the workforce about Council's vision for the proposed structure.**

***[Wording amended by Mayor Golder following a suggestion from the Chief Executive Officer (CEO) and further discussion. Mayor Golder indicated he was happy to accept the amendment, as was the Seconder].***

CARRIED 9/0

| **Responsible Officer** | **Chief Executive Officer** |
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CONFIRMED

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| **Item Number:** | **LC.15** | **File Number: D20/90890** |
| **SUBJECT HEADING:** | **CONTRIBUTION TO IQ-RAP ELECTION PLATFORM** | |
| **Officer's Title:** | **Chief Executive Officer** | |

***Executive Summary:***
*The report sought a small contribution of $300 to the election platform. A copy of the information received was circulated via e-mail. The broader decision as to whether to continue with the initiative will come to a future meeting.*

**Resolution No. OM/09.2020/107**

**Moved Cr McMullen** **Seconded Cr Ladbrook**

**That Council contribute $300 towards the election platform for [*Inland Queensland Roads Action Project*] (IQ-RAP).**

CARRIED 9/0

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| **Responsible Officer** | **Chief Executive Officer** |

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| **Item Number:** | **13.2** | **File Number: D20/75735** |
| **SUBJECT HEADING:** | **DEVELOPMENT PERMIT FOR MATERIAL CHANGE OF USE - "EXTRACTIVE INDUSTRY" (5,000 TO 100,000 TONNES QUARRY) (REF: 2020/20072)** | |
| **Location:** | Sunnyside Road, Wallumbilla North 4428 (Lot 355 on WV290) | |
| **Applicant:** | Harley and Ellen Nixon T/A Beauview Partnership Pty Ltd C/- Danya Elizabeth Cook | |
| **Officer's Title:** | **Planning Officer** | |

***Executive Summary:***
*Harley and Ellen Nixon (T/A Beauview Partnership Pty Ltd) C/- Danya Elizabeth Cook sought a development approval for a Material Change of Use for an "Extractive Industry" (5,000 to 100,000 tonnes quarry) on land situated on Sunnyside Road, Wallumbilla North, properly described as Lot 355 on WV290 (the subject premises). The subject premises is located approximately 6.5 kilometres north-east of the township of Wallumbilla.*

*The development application is subject to impact assessment and must be assessed against the assessment benchmarks (to the extent relevant) provided by Section 45 of the Planning Act 2016 and any matters prescribed by regulation. The Development Assessment Rules set out the procedural requirements for the development assessment process.*

*Public notification about the application was carried out in accordance with Part 4 of the Development Assessment Rules and for a period of no less than 15 business days between 15 July 2020 and 7 August 2020. There were no submissions received about the application during this period.*

*The procedural requirements set out by the Development Assessment Rules to enable Council to make a decision on this application have been fulfilled, including a response by the applicant to information request issued by the State Assessment and Referral Agency (SARA), public notification about the application and receipt of a referral agency response.*

UNCONFIRMED

*The development application is generally consistent with the assessment benchmarks provided by the Planning Act 2016 and any perceived conflict with the assessment benchmarks can be addressed by way of conditions of development approval and having regard to the relevant matters.*

*This matter had been laid on the table earlier during the meeting to allow officers additional time to review conditions on the basis of indications provided by Council earlier during the meeting regarding hours of operation. Council resumed its deliberations.*

**Resolution No. OM/09.2020/108**

**Moved Cr Golder** **Seconded Cr Edwards**

**That the application for a Material Change of Use for an "Extractive Industry" (5,000 tonnes to 100,000 tonnes quarry) on land situated on Sunnyside Road, Wallumbilla North and properly described as Lot 355 on WV290 be approved subject to the listed Development Conditions and General Advice: *(Noting the amendments for clause 18 as read during the meeting and now incorporated below)***

**Development Conditions:**

**Use**

1. **The approved development is for a Material Change of Use for an "Extractive Industry" as defined in the Planning Scheme and as shown on the approved plans and documents.**

2. **The approved extraction tonnage is capped at 100,000 tonnes per annum.**

3. **All works and operations are to be carried out in accordance with the approved plans and documents listed in the following table. Where approved plans are in conflict with the Assessment Manager's conditions, the Assessment Manager's conditions prevail.**

| Reference no: | Drawing/report title: | Date: |
|---|---|---|
| 8744-41113 | Site Plan (as marked in Red by Council) | 07/02/2020 |
| A-000 Issue A | (MP6030) Multipurpose 6.0 x 3.0 Cover Sheet | |
| A-100 Issue A | (MP6030) Multipurpose 6.0 x 3.0 Floor Plan | |
| A-200 Issue A | (MP6030) Multipurpose 6.0 x 3.0 Elevations | |
| A-000 Issue A | (TD3030) Toilet Male 6.0m x 3.0m Cover Sheet | |
| A-100 Issue A | (TD3030) Toilet Male 6.0m x 3.0m Floor Plan | |
| A-200 Issue A | (TD3030) Toilet Male 6.0m x 3.0m Elevations | |
| BEA-001 Revision 0 | Site-based Management Plan Prepared by Attexo Group Pty Ltd | 21/02/2020 |

**Compliance inspection**

4. **All conditions relating to the establishment of the approved development must be fulfilled prior to the approved use commencing, unless otherwise noted in these conditions.**

5. **Prior to the commencement of the use, the applicant shall contact Council to arrange a development compliance inspection.**

**Works in road reserve**

6. **A Works in a Road Reserve Permit will be required from Council for any works associated with the development that are undertaken within the Council road reserve by private contractor/entity. 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".**

**Development works**

7. **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.**

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 (roadway, existing underground and aboveground 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).**

**Applicable standards**

9. **All works must comply with:**
   a) **the development approval conditions;**
   b) **any relevant provisions in the Planning Scheme and the Capricorn Municipal Development Guidelines;**
   c) **any relevant Australian Standard that applies to that type of work; and**
   d) **any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.**

**Biosecurity plan**

10. **The applicant has a 'general biosecurity obligation' (GBO) under Queensland's *Biosecurity Act 2014*. And the applicant is responsible for managing biosecurity risks that are:**
    - **under their control; and**
    - **that they know about, or should reasonably be expected to know about.**

    **Under the GBO, the applicants activities may pose a biosecurity risk, and the applicant must:**
    - **take all reasonable and practical steps to prevent or minimise all biosecurity risks;**

- **minimise the likelihood of causing a 'biosecurity event', and limit the consequences if such an event is caused; and**
- **prevent or minimise the harmful effects a risk could have, and not do anything that might make any harmful effects worse.**

**A Biosecurity Plan for the premises must be prepared and implemented in accordance with the *Biosecurity Act 2014*. The plan must be prepared taking into account all approved operations on the site and addressing the risk of spread of Priority Pest Plants detailed in Council's Pest Management Plan. A copy of the plan must be submitted to Council prior to commencement of the approved development.**

**Note: The Pest Management Plan (PMP) for the Maranoa Region is available on Council's website via the following link: http://www.maranoa.qld.gov.au/council/Documents/Pest_Management_Plan_2012_2016.pdf. The PMP identifies, among others, Parkinsonia, Prickly Acacia, Mother of Millions and Parthenium as Priority Pest Plants to be managed in the Maranoa Region.**

**Avoiding nuisance**

11. **Approved operations must be carried out in accordance with the Site-based Management Plan prepared by Attexo Group Pty Ltd, dated 21/02/2020, Revision 0.**

12. **In the event that unreasonable nuisance is caused to adjoining properties and occupiers by the way of smoke, dust, noise, odour, rubbish, contaminant, stormwater discharge or siltation at any time, reasonable measures in addition to those outlined in the approved Site-based Management Plan prepared by Attexo Group Pty Ltd, dated 21/02/2020, Revision 0 shall be implemented in order to mitigate the nuisance.**

13. **The approved use 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 to pose any health and safety risks to the community.**

**Lighting**

14. **Lighting associated with the approved use, including any security lighting, shall be such that the lighting intensity does not exceed 8.0 lux at a distance of 1.5 metres from the Development site area.**

15. **All lighting shall be directed or shielded so as to ensure that no glare directly affects land uses outside of the Development site area.**

**Refuse storage**

16. **At all times while the use continues, waste containers shall be provided on the site and maintained in a clean and tidy state and shall be emptied and the waste removed from the site on a regular basis. All waste containers are to be shielded from the view of travelling public and neighbours and accessible by the vehicles used by Council, its agents and/or others.**

**Sloping land**

17. **Development is to be undertaken to ensure vulnerability to landslip erosion and land degradation is minimized and that the safety of persons and property is not compromised. All operations are to comply with the *Mining and Quarrying Safety and Health Act 1999* to avoid erosion, land degradation and possible safety issues.**

**Operating hours**

**18.a. General hours of operation are restricted to between 6:00am to 6:00pm Monday to Friday and between 8:00am to 5:00pm on Saturdays. General hours of operation include heavy vehicle movements to and from the site, loading, scraping and pushing of extracted material and general maintenance and administrative activities carried out on site.**

**18.b. Screening and crushing of extracted material is restricted to between 8:00am to 5:00 pm Monday to Saturday.**

**18.c Operations are not permitted on Sundays or public holidays.**

**18.d The quarry owner/operator may apply to Council to vary the hours of operation for a particular project where the extended operating hours are necessary in the opinion of the Council having considered the requirements and community benefits of the particular project and the duration of the additional impacts upon the local community.**

**Note: The quarry operator may apply to Council to vary the hours of operation for a particular project where the extended operating hours are necessary in the opinion of the Council having considered the requirements and community benefits of the particular project and the duration of the additional impacts upon the local community.**

**Any Council approval of the varied hours will be restricted to the duration of the project, and may be rescinded by the Council on seven days' notice if the extended hours of operation are considered to be causing undue nuisance or disruption to other persons.**

**Internal access roads**

**19. All weather vehicle internal access shall be provided for traffic movement within the development site area.**

**20. Dust emanating as a result of approved quarrying activities (including extraction areas and internal access road) onsite must be continually monitored and suppressed in order to prevent any dust drifting onto road networks, nearby properties and sensitive land uses.**

**Access, parking and manoeuvring**

**21. The landowner is responsible for providing access to the site and maintaining vehicle crossovers from the road carriageway to the property boundary. Should any damage be caused to Sunnyside Road, it is the landowner's responsibility to ensure this is reinstated. Any repair works are to be undertaken in consultation with Council and at the landowner's expense.**

**22. The proposed entry point/access as shown on approved plan 8744-4113 – 'Site Plan', dated 7/02/2020 (marked in Red by Council) is to be relocated further north in order to provide sufficient sight stopping distance from Swans Road.**

**Note: By relocating the site access further north, potential conflict between any future upgrade of Swans Road (including intersection with Sunnyside Road) and the approved site entry will be avoided.**

**23. A vehicle access from Sunnyside Road to the development site boundary is to be constructed in accordance with CMDG Drawing CMDG-R-040 Rev E, 'Rural Road Access and Property Access Over Table Drains' dated 12/2016. The design of the vehicle crossovers must cater for the maximum design vehicle size accessing the site, ensuring turning movements are fully contained within the crossover and no damage is caused to Sunnyside Road.**

24. **Vehicles entering and exiting the development site must be able to enter and leave in forward direction. Vehicle manoeuvres in this regard are to be totally contained within the development site boundaries.**

25. **All heavy vehicle parking and standing areas must be separated from designated light vehicle parking areas.**

**Haulage travel routes**

26. **Heavy vehicles associated with the approved use are prohibited from using the section of Sunnyside Road that runs south-west of the approved site entry (i.e. between the site entry and the southernmost intersection of Sunnyside Road and Wallumbilla North Road).**

    **All heavy vehicles associated with the approved use are to access the wider road network using the section of Sunnyside Road that runs north of the site entry toward Wallumbilla North Road, and in accordance with section 3.3 of the Site-based Management Plan prepared by Attexo Group Pty Ltd, dated 21/02/2020, Revision 0.**

    **Note: A heavy vehicle is considered any vehicle that has a gross vehicle mass (GVM) or aggregate trailer mass (ATM) of more than 4.5 tonnes.**

**Road/intersection upgrades**

27. **Sunnyside Road is to be upgraded north from the site entry point to the northernmost intersection of Sunnyside Road and Wallumbilla North Road (travelling north from the site access) in accordance with the following standards:**

    a) **formation width: 8.0 metres;**

    b) **pavement width: 7.0 metres;**

    c) **pavement design:**

       **CMDG Table D2.08.1 'Rural & Rural Residential' <100 vpd;**

    d) **rural design criteria:**

       **Table D1.21.03 'Rural Road Elements for Maranoa Regional Council, 40 - 99 VPD Rural Access – Primary A'; and otherwise generally in accordance with Capricorn Municipal Development Guidelines D1 'Geometric Road Design.'**

28. **The intersection at Wallumbilla North Road/Sunnyside Road must be upgraded to accommodate the largest type of vehicle associated with approved use. Intersections upgrades are to be carried out in accordance with Capricorn Municipal Development Guidelines D1 'Geometric Road Design'.**

29. **Stopping Sight Distance assessment to be completed on the Wallumbilla North Road, with any works (including vegetation clearing) to be undertaken to achieve the minimum requirements as outlined in Capricorn Municipal Development Guidelines D1 'Geometric Road Design'.**

30. **Operational Works approval will be required for any works carried out on Councils road network, unless the works are undertaken by Council as part of a private works agreement.**

    **Any application for operational works application must be generally in accordance with the approved plans and documents identified in this decision notice, must demonstrate how compliance with the applicable design guidelines and standards will be achieved and must demonstrate how the access road is an adequate standard to accommodate the type and frequency of traffic generated.**

**Note: All plans and documents required to be submitted to Council as part of the Operational Works application/s will be assessed against the applicable planning instrument/s and Council's adopted standards that are in force at the relevant time.**

31. **Signage is to be provided at the entrance of the site displaying information including details of, and the contact phone numbers for;**

    a) **The operator of the site; and**

    b) **Person/s responsible for the management of the site.**

    **Note: Signage is limited to the necessary contact information and must not impact upon the visual amenity of the locality.**

**Provision of services**

32. **An adequate supply of electricity must be provided for the approved development. In the event that an adequate supply of electricity cannot be achieved through efficient design, alternative energy technologies or portable generators, a connection to the reticulated electricity network must be made available.**

33. **The site must be provided with an on-site water supply with sufficient capacity to meet all operational needs, including watering to minimise dust nuisance, firefighting purposes and also a potable water supply sufficient to meet the needs of staff and visitors to the site.**

34. **The site must be connected to an on-site effluent disposal system that is adequate for the approved use. The removal and disposal of any effluent from the site must be performed by a suitably licensed contractor.**

35. **The number of employees and visitors on site at any one time shall be limited to the maximum capacity of the onsite sewerage treatment system.**

    **Note: The landowner/operator is responsible for obtaining any permits required to achieve compliance with environmental laws relevant to the provision of onsite sewerage treatment and/or disposal.**

36. **If the development is connected to a telecommunication service, then such works shall be undertaken in accordance with the relevant service provider's requirements and specifications along with relevant building standards requirements and specifications.**

37. **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.**

**Fencing**

38. **Safety fencing is to be provided and maintained to prevent unauthorised access to resource extraction/processing areas, stockpiles and any other high risk areas. Warning signs advising of the nature of use and any danger or hazard, are to be placed on the perimeter fence on any frontage to a public road and boundary to land used for a sensitive land use.**

**Emergency events**

39. **A Bushfire Hazard Management Plan, having regard to the site characteristics and management procedures in the event of a bushfire, shall be prepared prior to the commencement of use. The owner and/or operator, staff and visitors to the site shall be made aware of the Bushfire Hazard Management Plan, its content, and the procedures that need to be followed in the case of a bushfire event.**

**Note: A copy of the Bushfire Hazard Management Plan must be made available during any compliance inspection carried out by Council.**

40. **The manufacture or storage of hazardous material on the premises is prohibited.**

**Erosion and sediment control**

41. **Erosion and Sediment Control is to be managed in accordance with approved Site-based Management Plan prepared by Attexo Group Pty Ltd, dated 21/02/2020, Revision 0 and Capricorn Municipal Development Guidelines D7 'Erosion Control and Stormwater Management'.**

**Stormwater and drainage**

42. **Stormwater and drainage is to be managed in accordance with with approved Site-based Management Plan prepared by Attexo Group Pty Ltd, dated 21-02-2020, Revision 0 and Capricorn Municipal Development Guidelines D5 'Stormwater Drainage Design'.**

43. **Discharge of stormwater runoff from the development shall drain freely in all cases, and no nuisance of ponding will be created within the vicinity of the development.**

44. **There must be no increases in any silt loads or contaminants in any overland flow from the property being developed during the development process and after the development has been completed. All stormwater from the approved operation is to be collected onsite using appropriate pollution control devices or methods to ensure no contamination or silting of creeks or other waterways.**

45. **If there is a possibility of erosion or silt or other materials being washed off the property during the development process or after the development is completed, the developer must document and implement a management plan that prevents this from occurring.**

46. **The developer shall immediately clean up and satisfactorily remove any deposited construction material or silt runoff from the development site.**

47. **Stockpiles of material capable of being moved by the action of running water shall be stored clear of drainage paths and be prevented from entering the road and/or drainage system.**

48. **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.**

49. **Runoff from premises ensures the quality of surface water is suitable for:**

    a) **the biological integrity of aquatic ecosystems;**

    b) **recreational use;**

    c) **supply as drinking water after minimal treatment; and**

    d) **agricultural use or industrial use.**

**Advertising signage**

50. **Any additional advertising signage established at the premises is subject to further development approval unless compliant with the requirements for "Accepted development" or "Accepted development subject to requirements" identified in the planning scheme in force at the time.**

51. **Any advertising signage associated with the approved use must be fully contained within the development site boundaries and must not encroach into adjoining properties or roads.**

**No cost to Council**

52. **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. This includes the costs of any services and infrastructure required in connection with the establishment of the development.**

**Latest versions**

53. **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 commencement of the development works, unless a regulation or law requires otherwise.**

**Application documentation**

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

**General Advice:**

(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 *Maranoa Planning Scheme 2017*. 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) **It is the responsibility of the developer to obtain all necessary permits and approvals associated with the development of the site and submit all necessary plans and policies to the relevant authorities for the approved use.**

(g) **The approved development is an Environmentally Relevant Activity and requires an Environmental Authority to be issued by the State Department of Environment and Science prior to the commencement of use. Information about obtaining an environmental authority can be located on the departments website at www.des.qld.gov.au.**

**(h) This approval may be subject to future Operational Works approval/s. The Operational Works application/s (as applicable) must meet the requirements of the *Planning Act 2016*, the Maranoa *Planning Scheme 2017* and Council's adopted design standards in effect at the time of application.**

**(i) A permit from the National Heavy Vehicle Regulator (NHVR) to access the road network may be required.**

**(j) All persons involved in the operation or use of the site have an obligation to take all reasonable and practical measures to prevent or minimise any biosecurity risk under the *Biosecurity Act 2014*.**

**(k) In completing an assessment of the proposed development, Council has relied on the information submitted in support of the development application as true and correct. Any change to the approved operations on the site may require a new or changed development approval. It is recommended to contact Council for advice in the event of any potential change in circumstances.**

CARRIED 8/1

Cr. 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. Birkett | Cr. McMullen |
| Cr. Edwards | |
| Cr. Golder | |
| Cr. Guthrie | |
| Cr. Hancock | |
| Cr. Ladbrook | |
| Cr. O'Neil | |
| Cr. Taylor | |

| Responsible Officer | Planning Officer |
|---|---|

**Item Number:** **LC.16** **File Number: N/A**

**SUBJECT HEADING:** **GLEN OLIVE ROAD MATTER, MT HOWE**

**Officer's Title:** **Deputy Director/ Strategic Road Management**

***Executive Summary:***
*The agenda item facilitated an update on the matter of Glen Olive Road, Mt Howe.*

**Resolution No. OM/09.2020/109**

**Moved Cr McMullen** **Seconded Cr Taylor**

**That Council:**

**1. Draft correspondence to the residents of "Lying Downs" and "Glen Olive" summarising the outcome of the recent deputations on the matter.**

**2. Continue to progress the matter with a detailed report to be presented to an upcoming meeting of Council that outlines the process and potential costs for all parties associated with establishing an access for the residents of "Lying Downs" off Glen Olive Road.**

UNCONFIRMED

| | |
|---|---|
| CARRIED | 9/0 |

| | |
|---|---|
| **Responsible Officer** | **Deputy Director / Strategic Road Management** |

## CLOSURE

There being no further business, the Mayor thanked Council for their attendance and declared the meeting closed at 9.57pm.

**These Minutes are to be confirmed at the next Ordinary Meeting of Council to be held on 14 October 2020, at Mitchell Memorial Hall.**

.....……..... .....
Mayor. Date.



UNCONFIRMED

**MINUTES OF THE SPECIAL MEETING OF MARANOA REGIONAL COUNCIL HELD AT ERNEST BROCK ROOM (ROMA CULTURAL CENTRE) ON 1 OCTOBER 2020 SCHEDULED TO COMMENCE AT 10.30AM**

**ATTENDANCE**

Deputy Mayor Cr G B McMullen chaired the meeting with Cr J R P Birkett (by video link), Cr M C Edwards, Cr J L Guthrie (by video link), Cr J M Hancock (by video link), Cr W L Ladbrook (from 10.49am – 11.14am) , Cr C J O'Neil (by video link), Cr W M Taylor, Chief Executive Officer – Julie Reitano and Minutes Officer – Kelly Rogers in attendance.

**WELCOME**

The Chair welcomed all present and declared the meeting open at 10.41am.

**APOLOGIES**

**Resolution No. SM/10.2020/01**

**Moved Cr Taylor** **Seconded Cr Edwards**

**[*That apologies be received and*] leave of absence [*granted*] for Cr. Ladbrook and the Mayor [Mayor Golder *for this meeting*].**

**[*Cr Ladbrook later joined the meeting at 10.49am*].**

CARRIED 7/0

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

**DECLARATION OF CONFLICTS OF INTEREST**

There were no declarations of Conflicts of Interest.

## BUSINESS

**CONFIDENTIAL ITEM**

In accordance with the provisions of section 275 of the *Local Government Regulation 2012*, Council resolved to close the meeting to discuss Item C.1, which it has deemed to be of a confidential nature and specifically pertaining to the following sections:

(c) the local government budget;

(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. SM/10.2020/02**

**Moved Cr Taylor** **Seconded Cr McMullen**

**I move we go into closed [*close the meeting to the public at 10.42am*].**

UNCONFIRMED

**[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 its Councillors or members consider it necessary to close the meeting].**

CARRIED 7/0

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

Cr. Ladbrook entered the Chamber and joined the meeting at 10.49am.

**Resolution No. SM/10.2020/03**

**Moved Cr Edwards** **Seconded Cr Taylor**

**That Council open the meeting to the public [*at 11.12am].***

CARRIED 8/0

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

**Item Number:** **C.1** **File Number: D20/93696**

**SUBJECT HEADING:** **UPDATE - FLOOD MITIGATION MATTER**

**Officer's Title:** **Chief Executive Officer**

***Executive Summary:***
*The report re-tabled correspondence for Council's consideration. Additional information was included from the discussions requested by Council at its meeting on 23 September 2020.*

**Resolution No. SM/10.2020/04**

**Moved Cr Edwards** **Seconded Cr Taylor**

**That Council:**

1. **Note receipt of the re-tabled report of 23 September 2020 and the subsequent correspondence received on 1 October 2020.**
2. **Decline the total offer put forward as outlined in the letter from Marland Law dated 17 September 2020.**
3. **Make a payment by way of an advance under the *Acquisition of Land Act 1967* equivalent to the value of items listed, as a, c and d; and the capped costs outlined in the letter dated 17 September 2020 from Marland Law.**

CARRIED 8/0

| **Responsible Officer** | **Chief Executive Officer** |
|---|---|

NFIRME

## CLOSURE

There being no further business, the Chair thanked Council for their attendance and declared the meeting closed at 11.14am.

**These Minutes are to be confirmed at the next Ordinary Meeting of Council to be held on 14 October 2020 at Mitchell Memorial Hall commencing at 6.30pm.**

.....……..... .....
Deputy Mayor. Date.

UNCONFIRMED

**MINUTES OF THE SPECIAL MEETING OF MARANOA REGIONAL COUNCIL HELD AT ERNEST BROCK ROOM (ROMA CULTURAL CENTRE) ON 7 OCTOBER 2020 SCHEDULED TO COMMENCE AT 3.20PM**

**ATTENDANCE**

Mayor Cr T D Golder chaired the meeting with Deputy Mayor Cr G B McMullen, Cr J R P Birkett, Cr M C Edwards, Cr J L Guthrie, Cr J M Hancock, Cr W L Ladbrook, Cr C J O'Neil (by telephone), Chief Executive Officer – Julie Reitano and Minutes Officer – Kelly Rogers in attendance.

**AS REQUIRED**

Deputy Chief Executive Officer/Director Development, Facilities & Environmental Services – Rob Hayward, Director Corporate & Community Services – Sharon Frank, Deputy Director / Strategic Road Management – Cameron Hoffmann.

**WELCOME**

The Mayor welcomed all present and declared the meeting open at 3.33pm and immediately adjourned the meeting.

Council resumed the meeting at 3.37pm.

**APOLOGIES**

**Resolution No. SM/10.2020/05**

**Moved Cr McMullen** **Seconded Cr Birkett**

**[*That apologies be received and*] leave of absence [*granted*] for Cr. Taylor [*for this meeting*].**

CARRIED 8/0

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

**DECLARATION OF CONFLICTS OF INTEREST**

There were no declarations of Conflicts of Interest.

**CONSIDERATION OF NOTICES OF MOTION**

| | | |
|---|---|---|
| **Item Number:** | **3.1** | **File Number: D20/94019** |
| **SUBJECT HEADING:** | **DEVELOPMENT APPLICATION FOR A MATERIAL CHANGE OF USE - "EXTRACTIVE INDUSTRY" (FILE REF: 2020/20072)** | |
| **Officer's Title:** | **Lead Town Planner** | |

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**Resolution No. SM/10.2020/06**

**Moved Cr Golder** **Seconded Cr Edwards**

That the application for a Material Change of Use for an "Extractive Industry" (5,000 tonnes to 100,000 tonnes quarry) on land situated on Sunnyside Road, Wallumbilla North and properly described as Lot 355 on WV290 be approved subject to the listed Development Conditions and General Advice:

UNCONFIRMED

***(Noting the amendments from the meeting have been incorporated below)***

**Development Conditions**:

**Use**

1. The approved development is for a Material Change of Use for an "Extractive Industry" as defined in the Planning Scheme and as shown on the approved plans and documents.

2. The approved extraction tonnage is capped at 100,000 tonnes per annum.

3. All works and operations are to be carried out in accordance with the approved plans and documents listed in the following table. Where approved plans are in conflict with the Assessment Manager's conditions, the Assessment Manager's conditions prevail.

| Reference no: | Drawing/report title: | Date: |
|---|---|---|
| 8744-41113 | Site Plan (as marked in Red by Council) | 07/02/2020 |
| A-000 Issue A | (MP6030) Multipurpose 6.0 x 3.0 Cover Sheet | |
| A-100 Issue A | (MP6030) Multipurpose 6.0 x 3.0 Floor Plan | |
| A-200 Issue A | (MP6030) Multipurpose 6.0 x 3.0 Elevations | |
| A-000 Issue A | (TD3030) Toilet Male 6.0m x 3.0m Cover Sheet | |
| A-100 Issue A | (TD3030) Toilet Male 6.0m x 3.0m Floor Plan | |
| A-200 Issue A | (TD3030) Toilet Male 6.0m x 3.0m Elevations | |
| BEA-001 Revision 0 | Site-based Management Plan Prepared by Attexo Group Pty Ltd | 21/02/2020 |

**Compliance inspection**

4. All conditions relating to the establishment of the approved development must be fulfilled prior to the approved use commencing, unless otherwise noted in these conditions.

5. Prior to the commencement of the use, the applicant shall contact Council to arrange a development compliance inspection.

**Works in road reserve**

6. A Works in a Road Reserve Permit will be required from Council for any works associated with the development that are undertaken within the Council road reserve by private contractor/entity. 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".

**Development works**

7. 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.

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 (roadway, existing underground and aboveground 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).

**Applicable standards**

9. All works must comply with:

   a) the development approval conditions;

   b) any relevant provisions in the Planning Scheme and the Capricorn Municipal Development Guidelines;

   c) any relevant Australian Standard that applies to that type of work; and

   d) any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.

**Biosecurity plan**

10. The applicant has a 'general biosecurity obligation' (GBO) under Queensland's *Biosecurity Act 2014*. And the applicant is responsible for managing biosecurity risks that are:

    - under their control; and
    - that they know about, or should reasonably be expected to know about.

    Under the GBO, the applicant's activities may pose a biosecurity risk, and the applicant must:

    - take all reasonable and practical steps to prevent or minimise all biosecurity risks;
    - minimise the likelihood of causing a 'biosecurity event', and limit the consequences if such an event is caused; and
    - prevent or minimise the harmful effects a risk could have, and not do anything that might make any harmful effects worse.

    A Biosecurity Plan for the premises must be prepared and implemented in accordance with the *Biosecurity Act 2014*. The plan must be prepared taking into account all approved operations on the site and addressing the risk of spread of Priority Pest Plants detailed in Council's Pest Management Plan. A copy of the plan must be submitted to Council prior to commencement of the approved development.

    Note: The Pest Management Plan (PMP) for the Maranoa Region is available on Council's website via the following link: http://www.maranoa.qld.gov.au/council/Documents/Pest_Management_Plan_2012_2016.pdf. The PMP identifies, among others, Parkinsonia, Prickly Acacia, Mother of Millions and Parthenium as Priority Pest Plants to be managed in the Maranoa Region.

**Avoiding nuisance**

11. Approved operations must be carried out in accordance with the Site-based Management Plan prepared by Attexo Group Pty Ltd, dated 21/02/2020, Revision 0.

12. In the event that unreasonable nuisance is caused to adjoining properties and occupiers by the way of smoke, dust, noise, odour, rubbish, contaminant, stormwater discharge or siltation at any time, reasonable measures in addition to those outlined in the approved Site-based Management Plan prepared by Attexo Group Pty Ltd, dated 21/02/2020, Revision 0 shall be implemented in order to mitigate the nuisance.

13. The approved use 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 to pose any health and safety risks to the community.

**Lighting**

14. Lighting associated with the approved use, including any security lighting, shall be such that the lighting intensity does not exceed 8.0 lux at a distance of 1.5 metres from the Development site area.

15. All lighting shall be directed or shielded so as to ensure that no glare directly affects land uses outside of the Development site area.

**Refuse storage**

16. At all times while the use continues, waste containers shall be provided on the site and maintained in a clean and tidy state and shall be emptied and the waste removed from the site on a regular basis. All waste containers are to be shielded from the view of travelling public and neighbours and accessible by the vehicles used by Council, its agents and/or others.

**Sloping land**

17. Development is to be undertaken to ensure vulnerability to landslip erosion and land degradation is minimised and that the safety of persons and property is not compromised.

**Operating hours**

18.a. General hours of operation are restricted to between 6:00am to 6:00pm Monday to Friday and between 8:00am to 5:00pm on Saturdays. General hours of operation include heavy vehicle movements to and from the site, loading, scraping and pushing of extracted material and general maintenance and administrative activities carried out on site.

18.b. Screening and crushing of extracted material is restricted to between 8:00am to 5:00 pm Monday to Saturday.

18.c Operations are not permitted on Sundays or public holidays.

18.d The quarry owner/operator may apply to Council to vary the hours of operation for a particular project where the extended operating hours are necessary in the opinion of the Council having considered the requirements and community benefits of the particular project and the duration of the additional impacts upon the local community.

**Internal access roads**

19. All weather vehicle internal access shall be provided for traffic movement within the development site area.

20. Dust emanating as a result of approved quarrying activities (including extraction areas and internal access road) onsite must be continually monitored and suppressed in order to prevent any dust drifting onto road networks, nearby properties and sensitive land uses.

**Access, parking and manoeuvring**

21. The landowner is responsible for providing access to the site and maintaining vehicle crossovers from the road carriageway to the property boundary. Should any damage be caused to Sunnyside Road, it is the landowner's responsibility to ensure this is reinstated. Any repair works are to be undertaken in consultation with Council and at the landowner's expense.

22. The proposed entry point/access as shown on approved plan 8744-4113 – 'Site Plan', dated 7/02/2020 (marked in Red by Council) is to be relocated further north in order to provide sufficient sight stopping distance from Swans Road.

    Note: By relocating the site access further north, potential conflict between any future upgrade of Swans Road (including intersection with Sunnyside Road) and the approved site entry will be avoided.

23. A vehicle access from Sunnyside Road to the development site boundary is to be constructed in accordance with CMDG Drawing CMDG-R-040 Rev E, 'Rural Road Access and Property Access Over Table Drains' dated 12/2016. The design of the vehicle crossovers must cater for the maximum design vehicle size accessing the site, ensuring turning movements are fully contained within the crossover and no damage is caused to Sunnyside Road.

24. Vehicles entering and exiting the development site must be able to enter and leave in forward direction. Vehicle manoeuvres in this regard are to be totally contained within the development site boundaries.

25. All heavy vehicle parking and standing areas must be separated from designated light vehicle parking areas.

**Haulage travel routes**

26. Heavy vehicles associated with the approved use are prohibited from using the section of Sunnyside Road that runs south-west of the approved site entry (i.e. between the site entry and the southernmost intersection of Sunnyside Road and Wallumbilla North Road).

    All heavy vehicles associated with the approved use are to access the wider road network using the section of Sunnyside Road that runs north of the site entry toward Wallumbilla North Road, and in accordance with section 3.3 of the Site-based Management Plan prepared by Attexo Group Pty Ltd, dated 21/02/2020, Revision 0.

    Note: A heavy vehicle is considered any vehicle that has a gross vehicle mass (GVM) or aggregate trailer mass (ATM) of more than 4.5 tonnes.

**Road/intersection upgrades**

27. Sunnyside Road is to be upgraded north from the site entry point to the northernmost intersection of Sunnyside Road and Wallumbilla North Road (travelling north from the site access) in accordance with the following standards:

    a) formation width: 8.0 metres;

    b) pavement width: 7.0 metres;

    c) pavement design:

       CMDG Table D2.08.1 'Rural & Rural Residential' <100 vpd;

d) rural design criteria:

Table D1.21.03 'Rural Road Elements for Maranoa Regional Council, 40 - 99 VPD Rural Access – Primary A'; and otherwise generally in accordance with Capricorn Municipal Development Guidelines D1 'Geometric Road Design.'

28. The intersection at Wallumbilla North Road/Sunnyside Road must be upgraded to accommodate the largest type of vehicle associated with approved use. Intersections upgrades are to be carried out in accordance with Capricorn Municipal Development Guidelines D1 'Geometric Road Design'.

29. Stopping Sight Distance assessment to be completed on the Wallumbilla North Road, with any works (including vegetation clearing) to be undertaken to achieve the minimum requirements as outlined in Capricorn Municipal Development Guidelines D1 'Geometric Road Design'.

30. Operational Works approval will be required for any works carried out on Councils road network, unless the works are undertaken by Council as part of a private works agreement.

    Any application for operational works application must be generally in accordance with the approved plans and documents identified in this decision notice, must demonstrate how compliance with the applicable design guidelines and standards will be achieved and must demonstrate how the access road is an adequate standard to accommodate the type and frequency of traffic generated.

    Note: All plans and documents required to be submitted to Council as part of the Operational Works application/s will be assessed against the applicable planning instrument/s and Council's adopted standards that are in force at the relevant time.

31. Signage is to be provided at the entrance of the site displaying information including details of, and the contact phone numbers for;

    a) The operator of the site; and

    b) Person/s responsible for the management of the site.

    Note: Signage is limited to the necessary contact information and must not impact upon the visual amenity of the locality.

**Provision of services**

32. An adequate supply of electricity must be provided for the approved development. In the event that an adequate supply of electricity cannot be achieved through efficient design, alternative energy technologies or portable generators, a connection to the reticulated electricity network must be made available.

33. The site must be provided with an on-site water supply with sufficient capacity to meet all operational needs, including watering to minimise dust nuisance, firefighting purposes and also a potable water supply sufficient to meet the needs of staff and visitors to the site.

34. The site must be connected to an on-site effluent disposal system that is adequate for the approved use. The removal and disposal of any effluent from the site must be performed by a suitably licensed contractor.

35. The number of employees and visitors on site at any one time shall be limited to the maximum capacity of the onsite sewerage treatment system.

    Note: The landowner/operator is responsible for obtaining any permits required to achieve compliance with environmental laws relevant to the provision of onsite sewerage treatment and/or disposal.

36. If the development is connected to a telecommunication service, then such works shall be undertaken in accordance with the relevant service provider's requirements and specifications along with relevant building standards requirements and specifications.

37. 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.

**Fencing**

38. Safety fencing is to be provided and maintained to prevent unauthorised access to resource extraction/processing areas, stockpiles and any other high risk areas. Warning signs advising of the nature of use and any danger or hazard, are to be placed on the perimeter fence on any frontage to a public road and boundary to land used for a sensitive land use.

**Emergency events**

39. A Bushfire Hazard Management Plan, having regard to the site characteristics and management procedures in the event of a bushfire, shall be prepared prior to the commencement of use. The owner and/or operator, staff and visitors to the site shall be made aware of the Bushfire Hazard Management Plan, its content, and the procedures that need to be followed in the case of a bushfire event.

    Note: A copy of the Bushfire Hazard Management Plan must be made available during any compliance inspection carried out by Council.

40. The manufacture or storage of hazardous material on the premises is prohibited.

**Erosion and sediment control**

41. Erosion and Sediment Control is to be managed in accordance with approved Site-based Management Plan prepared by Attexo Group Pty Ltd, dated 21/02/2020, Revision 0 and Capricorn Municipal Development Guidelines D7 'Erosion Control and Stormwater Management'.

**Stormwater and drainage**

42. Stormwater and drainage is to be managed in accordance with approved Site-based Management Plan prepared by Attexo Group Pty Ltd, dated 21-02-2020, Revision 0 and Capricorn Municipal Development Guidelines D5 'Stormwater Drainage Design'.

43. Discharge of stormwater runoff from the development shall drain freely in all cases, and no nuisance of ponding will be created within the vicinity of the development.

44. There must be no increases in any silt loads or contaminants in any overland flow from the property being developed during the development process and after the development has been completed. All stormwater from the approved operation is to be collected onsite using appropriate pollution control devices or methods to ensure no contamination or silting of creeks or other waterways.

45. If there is a possibility of erosion or silt or other materials being washed off the property during the development process or after the development is completed, the developer must document and implement a management plan that prevents this from occurring.

46. The developer shall immediately clean up and satisfactorily remove any deposited construction material or silt runoff from the development site.

47. Stockpiles of material capable of being moved by the action of running water shall be stored clear of drainage paths and be prevented from entering the road and/or drainage system.

48. 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.

49. Runoff from premises ensures the quality of surface water is suitable for:

    a) the biological integrity of aquatic ecosystems;

    b) recreational use;

    c) supply as drinking water after minimal treatment; and

    d) agricultural use or industrial use.

**Advertising signage**

50. Any additional advertising signage established at the premises is subject to further development approval unless compliant with the requirements for "Accepted development" or "Accepted development subject to requirements" identified in the planning scheme in force at the time.

51. Any advertising signage associated with the approved use must be fully contained within the development site boundaries and must not encroach into adjoining properties or roads.

**No cost to Council**

52. 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. This includes the costs of any services and infrastructure required in connection with the establishment of the development.

**Latest versions**

53. 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 commencement of the development works, unless a regulation or law requires otherwise.

**Application documentation**

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

**General Advice:**

(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 *Maranoa Planning Scheme 2017*. 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) It is the responsibility of the developer to obtain all necessary permits and approvals associated with the development of the site and submit all necessary plans and policies to the relevant authorities for the approved use.

(g) The approved development is an Environmentally Relevant Activity and requires an Environmental Authority to be issued by the State Department of Environment and Science prior to the commencement of use. Information about obtaining an environmental authority can be located on the departments website at www.des.qld.gov.au.

(h) This approval may be subject to future Operational Works approval/s. The Operational Works application/s (as applicable) must meet the requirements of the *Planning Act 2016*, the Maranoa *Planning Scheme 2017* and Council's adopted design standards in effect at the time of application.

(i) A permit from the National Heavy Vehicle Regulator (NHVR) to access the road network may be required.

(j) All persons involved in the operation or use of the site have an obligation to take all reasonable and practical measures to prevent or minimise any biosecurity risk under the *Biosecurity Act 2014*.

(k) In completing an assessment of the proposed development, Council has relied on the information submitted in support of the development application as true and correct. Any change to the approved operations on the site may require a new or changed development approval. It is recommended to contact Council for advice in the event of any potential change in circumstances.

(l) All operations are to comply with the *Mining and Quarrying Safety and Health Act 1999.*

CARRIED 7/1

Cr. 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. Birkett | Cr. McMullen |
| Cr. Edwards | |
| Cr. Golder | |
| Cr. Guthrie | |
| Cr. Hancock | |
| Cr. Ladbrook | |
| Cr. O'Neil | |

| **Responsible Officer** | **Lead Town Planner** |
|---|---|

## BUSINESS

### 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 C.1 – C.3, which it has deemed to be of a confidential nature and specifically pertaining to the following sections:

(c) the local government's budget;

(e) contracts proposed to be made by it.

**Resolution No. SM/10.2020/07**

**Moved Cr Birkett** **Seconded Cr McMullen**

**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 its Councillors or members consider it necessary to close the meeting, I move we go into closed *[at 3.52pm]*.**

**[*Reasons are listed against each item*]**

CARRIED 8/0

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

Cr Hancock left the meeting at 4.46pm, and returned at 4.47pm.

Cr Ladbrook left the meeting at 4.48pm, and returned at 4.49pm.

**Resolution No. SM/10.2020/08**

**Moved Cr McMullen** **Seconded Cr Birkett**

**That Council open the meeting to the public [*at 5.12pm*].**

CARRIED 8/0

| **Responsible Officer** | **Lead Officer – Elected Members & Community Engagement** |
|---|---|

**Item Number:** **C.1** **File Number: D20/92410**

**SUBJECT HEADING:** **ROADTEK OFFER OF EXTENSION AND VARIATION OF RTDSW10357**

**Officer's Title:** **Manager - Construction**

***Executive Summary:***
*In March 2018, Council agreed to enter into a Standing Offer Arrangement with Roadtek (Downs South West), for the supply of Quarry Products from the Roma Quarry.*

*With the initial arrangement due to expire on the 1 December 2020, in accordance with the terms of the contract, Roadtek has written to Council to offer to extend the term of the agreement for a further twelve (12) months.*

**Resolution No. SM/10.2020/09**

**Moved Cr McMullen** **Seconded Cr Edwards**

**That Council:**

1. **Note the information provided with regards to extension of the Standing Offer Arrangement Deed of Agreement RTDSW10357.**
2. **Authorise the Chief Executive Officer to sign the Deed of Variation.**

CARRIED 8/0

| | |
|---|---|
| **Responsible Officer** | **Manager - Construction** |

**Item Number:** **C.2** **File Number: D20/95002**

**SUBJECT HEADING:** **2020 / 21 BUDGET AMENDMENTS**

**Officer's Title:** **Program Funding & Budget Coordinator**

***Executive Summary:***
*This report presented recommended 2020 / 21 budget amendments including funding source.*

*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.*

**Resolution No. SM/10.2020/10**

**Moved Cr Edwards** **Seconded Cr Guthrie**

**That Council:**

1. **Approve the identified reallocation of funds for Item 4 (Flood Mitigation matter).**
2. **In lieu of reallocation of funds from existing projects that updated documents be prepared on the basis of Council potentially borrowing the required matching funding for Items 1, 2 and 3, less $219,500 (being the Big Rig Tourist Train Bridge Refurbishment Project, which is not required to be undertaken in 2020/21).**

CARRIED 8/0

| | |
|---|---|
| **Responsible Officer** | **Program Funding & Budget Coordinator** |

**Item Number:** **C.3** **File Number: D20/94158**

**SUBJECT HEADING:** **REQUEST FOR QUOTE AGGREGATE CRUSHING CAMPAIGN ROMA QUARRY**

**Officer's Title:** **Manager - Procurement & Plant**

***Executive Summary:***
*This report summarised the evaluation process undertaken for Request for Quote VP202941 for the production of a range of Aggregates at the Roma Quarry.*

UNCONFIRMED

*The Request for Quote was sent to all active suppliers on the Register of Pre-Qualified Suppliers for Material Production Services (Winning & Crushing).*

*The value of this quotation is over two hundred thousand dollars ($200,000) and as such requires Council approval.*

| |
|---|
| **Resolution No. SM/10.2020/11** |
| **Moved Cr McMullen** **Seconded Cr Ladbrook** |
| **That Council engage Katcrush Pty Ltd to crush a provisional quantity of 50,000 tonnes, for the quoted value of $1,008,878.75 (Excl. GST) with GST of $100,887.88 for a total value of $1,109,766.63.** |
| CARRIED 8/0 |

| | |
|---|---|
| **Responsible Officer** | **Manager - Procurement & Plant** |

## CLOSURE

There being no further business, the Mayor thanked Council for their attendance and declared the meeting closed at 5.16pm.

**These Minutes are to be confirmed at the next Ordinary Meeting of Council to be held on 14 October 2020 at Mitchell Memorial Hall commencing at 6.30pm.**

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

UNCONFIRMED

## NOTICE OF REPEAL OR AMENDMENT OF RESOLUTION

**Meeting:** Ordinary 14 October 2020 **Date:** 21 September 2020

**Item Number:** 8.1 **File Number:** D20/90378

**SUBJECT HEADING:** Senior Citizens Building - Lease Agreement

**Classification:** Open Access

**Officer's Title:** Facility Lease Management & Housing Officer / Team Coordinator

**Original Resolution Meeting Date:** 23 January 2019

**Resolution Number:** GM/01.2019/39

**Resolution:**
That Council

1. Enter into an agreement with Roma Senior Citizens for the use of the Roma Senior Citizens Centre for a period of 3 (three) years with the option to extend for a further 3 (three) years.
2. Agree to the payment of rates on 4SP103335.
3. Charge no hire fee for the use of the Roma Senior Citizens Building for the term of this agreement.
4. Require the Roma Senior Citizens to enter into sub agreement for subsequent use of the building.
5. Provide administrative support in drafting the required sub-agreements.

**Rescission Recommendation:**
That Council Rescind Resolution Number GM/01.2019/39 stating: -

That Council

1. Enter into an agreement with Roma Senior Citizens for the use of the Roma Senior Citizens Centre for a period of 3 (three) years with the option to extend for a further 3 (three) years.
2. Agree to the payment of rates on 4SP103335.
3. Charge no hire fee for the use of the Roma Senior Citizens Building for the term of this agreement.
4. Require the Roma Senior Citizens to enter into sub agreement for subsequent use of the building.
5. Provide administrative support in drafting the required sub-agreements.

**Recommendation:**
That Council

1. Enter into a lease with Roma Senior Citizens for the use of the Roma Senior Citizens Centre being Lot 4 on SP103335 for a period of 6 (six) years.
2. Agree to the payment of rates on Lot 4 on SP103335.
3. Charge Roma Senior Citizens no hire fee for the use of the Roma Senior Citizens Building for the term of this agreement.
4. Require the Roma Senior Citizens to enter into sub agreements for any subsequent use of the building by other parties.
5. Provide administrative support in drafting the required sub-agreements.
6. Authorise the Chief Executive Officer, or delegate, to sign the agreement.

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**Background:**
The resolution from the Council meeting on 23 January 2019 was that Council enter into an agreement with Roma Senior Citizens.

After extensive discussions and negotiations with the Roma Senior Citizens group, in principle agreement has been reached on a lease.

A lease agreement provides the Roma Senior Citizens with a legal right to exclusive possession of the premises to carry out their activities for a specified period of time and provides the group with the long-term security of tenure that they have requested.

**Supporting Documentation:**
Nil

**Notice prepared by:** Facility Lease Management & Housing Officer / Team Coordinator

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 2 October 2020

**Item Number:** 10.1 **File Number:** D20/94160

**SUBJECT HEADING:** Skilling Queenslanders for Work - First Start Traineeships 2020/21

**Classification:** Open Access

**Officer's Title:** Human Resources & Training Advisor

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**Executive Summary:**
Council submitted a bid to the Local Government Association Queensland (LGAQ) for six (6) first start positions under the Skilling Queenslanders for Work First Start Program.

LGAQ has recently confirmed that a funding allocation for four (4) traineeship positions has been approved for Council under the State Government's Skilling Queenslanders for Work First Start Program. Council will receive a subsidy of $16,500 (inclusive of GST) for each trainee.

**Officer's Recommendation:**
That Council:

1. Support the Skilling Queenslanders for Work First Start Program initiative and accept the funding allocation for four (4) traineeship positions.

2. Authorise the Chief Executive Officer to approve and sign the Services Agreement between the Department of Employment, Small Business and Training and Maranoa Regional Council.

3. Amend the organisational structure to include the four (4) traineeship positions

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### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

NIL

### Acronyms:

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

| Acronym | Description |
|---|---|
| LGAQ | Local Government Association Queensland |

## Context:

***Why is the matter coming before Council?***

As the matter relates to the provision of State Government funding, Council is required to enter into a Services Agreement – First Start Program with the Department of Employment, Small Business and Training.

In accepting the funding allocation for four (4) trainee positions, Council's organisational structure will need to be amended to include the traineeship positions.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The Skilling Queenslanders for Work First Start Program primarily targets young Queensland school leavers and disadvantaged job seekers considered at risk of enduring prolonged periods of unemployment. It aims to provide participants with an opportunity to gain a nationally recognised qualification and twelve (12) months paid employment by undertaking a subsidised traineeship.

To be eligible for employment under the program, applicants be:

- aged 15 years or older and no longer at school;
- able to meet citizen, residency and visa requirements to undertake a traineeship;
- identify as being from one of the targeted disadvantaged groups including:
  - Young people (aged 15–24 years)
  - Long-term unemployed job seekers
  - Aboriginal and Torres Strait Islander people
  - Mature-age job seekers (45 years or older)
  - Migrants and refugees from culturally and linguistically diverse backgrounds
  - People with disability
  - Displaced workers
  - Women re-entering the workforce

Council has previously supported the program, receiving a funding allocation for four (4) traineeship positions in 2017, two (2) traineeship positions in 2018 and two (2) traineeship positions in 2019. The program has proven successful with three (3) trainees successfully gaining ongoing employment with Council at the conclusion of their traineeship. It is anticipated that Council's current trainees will successfully complete their training in early to mid-2021.

In July 2020, Council submitted a bid to LGAQ for six (6) first start positions under the program. Subsequently LGAQ have advised that a funding allocation for four (4) traineeship positions has been approved for Council and a subsidy of $16,500 (inclusive of GST) will be provided for each trainee upon approval by Council of the Services Agreement.

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

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

NIL

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

NIL

## Input into the Report & Recommendation*:*

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

Noela Ward Council's Manager – Organisational Development & Human Resources: Discussions regarding the appropriate number, placement and mentoring of trainees within Council teams.

Geoff Bush - LGAQ Workforce: Discussions regarding Council's bid allocation and success.

## Funding Bodies*:*

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

The Department of Employment, Small Business and Training will provide funding of $16,500 for each trainee position. Further funding is available for formal training costs with a shortfall of approximately $700 to $1400 depending on the traineeship field.

This shortfall can be accommodated by allocation and savings achieved in Council's 2020/21 training budget. Further payments from the Department of Employment, Small Business and Training for Commencement and Completion incentives range from an additional $3000.00 to $4000.00 each Trainee.

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

While the salaries and wages budget increase for the four trainee positions is approximately $66,393.60 (including on costs) for the remainder of current financial year, this increase can be offset by program funding of $66,000.00

Any shortfall for training costs can be accommodated by savings achieved in Council's 2020/21 training budget.

## Future Years' Budgets:

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

An additional amount of approximately $66,393.60 (including on costs) will need to be included in Council's 2021/22 Salaries and Wages Budget. However, any further impacts in future years' budgets relating to trainee positions will be subject to the continuation of the traineeship program and associated funding attraction.

## Impact on Other Individuals or Interested Parties:

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

NIL

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Trainee fails to complete | If a trainee's employment does not continue past 30 June 2021, Council is required to return $16,500 to the Department for Employment, Small Business and Training |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Past experience has proven that the program delivers positive outcomes for both the participant trainees and Council. Council currently has three (3) trainees who are progressing well through their traineeships and making a positive contribution to Council and their respective teams.

It is anticipated that these trainees will successfully complete their traineeships in early 2021 and achieve a formal qualification in their chosen field. The training they have received, together with the on-the-job training and mentoring by experience Council employees will provide them with valuable skills, knowledge and experience, thereby increasing their prospects for permanent employment.

This program offers disadvantaged job seekers an opportunity to gain a formal qualification and valuable work experience. It also provides Council with an opportunity to train and develop potential employees of the future.

Based on the above, it is recommended that Council continue to support the Skilling Queenslanders for Work First Start Program by providing traineeship opportunities for the region's disadvantaged job seekers.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

That Council participate in the Skilling Queenslanders for Work, First Start Program and accept the allocation of four (4) trainee positions.

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

NIL

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 5: Managing our operations well
5.4 Human resources and leadership

## Supporting Documentation:

Nil

## Report authorised by:

Manager - Organisational Development & Human Resources
Chief Executive Officer

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 7 October 2020

**Item Number:** 10.2 **File Number:** D20/95663

**SUBJECT HEADING:** Temporary Recruitment Supplier

**Classification:** Open Access

**Officer's Title:** Recruitment & Onboarding Officer

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**Executive Summary:**
It is proposed to commence a contractual agreement with a new supplier for temporary recruitment / labour hire services.

Comensura Pty Ltd are a Local Buy approved, neutral vendor supplier, currently with 47 registered recruitment agencies.

**Officer's Recommendation:**
That Council authorise the Chief Executive Officer to sign the agreement / contract with Comensura Pty Ltd for short-term / temporary labour hire requirements.

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### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Nil

### Acronyms:

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

| Acronym | Description |
|---|---|
| Nil | |

### Context:

***Why is the matter coming before Council?***

As this matter involves approval to sign a new contract / agreement, it is referred to Council for consideration.

Comensura offers a temporary recruitment service called c.net Essential through Vendor Panel which will provide Council the ability to engage temporary labour hire candidates from a large range of recruitment agencies.

As a neutral vendor supplier, Comensura are able to provide wider opportunities for Council to engage the best candidates for short-term / fixed-term vacancies. Whenever possible preference is given to candidates who live locally or are intending to relocate to the Maranoa region. There are currently forty-seven (47) registered recruitment agencies with Comensura who all compete on a level playing field to ensure the process is fair and transparent.

Comensura were awarded Local Buy's *BUS259-0816 (A) Temporary Recruitment Managed Services* contract and all purchases and engagements through this arrangement are fully compliant under *the Local Government Act 2009* and *Local Government Regulations 2012*. This would allow Council to engage with nominated recruitment agencies without the need to tender regardless of spend levels.

Comensura provide consolidated invoices for all appointed candidates ensuring efficiency for processing payments.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

Previously Council has engaged with multiple agencies. Moving to a single source supplier will streamline and expedite the recruitment process and provide access to a broader candidate base.

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

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

The process for procurement of the supplier will be subject to:

**Local Government Regulation 2012:**

**Division 3 Exceptions for medium-sized and large-sized contractual arrangements**

***234 Exception for LGA arrangement***

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

*(2) An LGA arrangement is an arrangement that—*
*(a) has been entered into by—*

*(i) LGAQ Ltd.; or*

*Note— See section 287 of the Act.*

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

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

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

*(ii) a contract with an independent supplier entered into under a preferred supplier arrangement under section 233.*

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

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

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

*(a) must have regard to the sound contracting principles; and*

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

*Examples of relevant information or documents—*

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

**Industrial legislation and instruments**

Employment conditions and entitlements will be subject to the relevant industrial instruments including:

- *Industrial Relations Act 2016*

- *Queensland Local Government Industry (Stream A) Award - 2017*
- *Queensland Local Government Industry (Stream B) Award – 2017*
- *Queensland Local Government Industry (Stream C) Award – 2017*
- *Maranoa Regional Council Certified Agreement 2019*

**Council Policies or Asset Management Plans:**
***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

**Procurement Policy:** relevant extract

### *4.4 Entering into Contracts - Procurement and Contracting Activities*

#### *4.4.1 Application to Council Contracting*

*Council adopts the contracting procedures contained in Chapter 6, Part 3 of the LGR 2012. Unless one of the exceptions outlined in 4.5 applies, Council will conduct its Procurement and Contracting Activities, having regard to the procurement principles (Section 4.2), in the following manner:*
*…..*

### *4.5 Exceptions for Medium-Sized and Large-Sized Contractual Arrangements*

….

| **Exceptions for Medium-Sized and Large-Sized Contractual Arrangements** | |
|---|---|
| ***Local Government Association Arrangement***<br><br>*LGR 2012, s. 234.* | *The Contract entered into under an LGA Arrangement.* |

….

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

Manager – Organisational Development & Human Resources: Discussions regarding improvement options for the current short-term / fixed-term labour hire recruitment process.

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

All costs associated with this proposal are incorporated within the existing salary and wages budget (i.e. appointments offset against existing vacant positions within Council's approved organisational structure and 2020-21 Salaries and Wages Budget) or existing capital projects budget.

## Future Years' Budgets:

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

As per previous comments for this financial year's budget.

## Impact on Other Individuals or Interested Parties:

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

Nil

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Non approval of preferred supplier | This would impact the continuity in the delivery of Council services and projects due to the inability to source short-term / fixed-term placements for vacant positions within Council's approved organisational structure. |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is recommended Council support the engagement with Comensura for labour hire services.

The range of agencies registered with Comensura and simple online platform will improve the labour hire recruitment process and reduce time spent sourcing suitable candidates.

This new process will also provide fairness and transparency and comply with *Local Government Act 2009* and *Local Government Regulations 2012.*

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council support the engagement with Comensura and approve the Chief Executive Officer to sign the contract / agreement for Comensura Pty Ltd.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 5: Managing our operations well
5.4 Human resources and leadership

## Supporting Documentation:

| | | |
|---|---|---|
| *1*⇩ | Comensura - Purchaser Agreement Memorandum - (c.net Essential) | D20/95529 |
| *2*⇩ | Comensura - c.net Essential - FAQ | D20/95527 |
| *3*⇩ | Comensura Framework Agreement - Local Buy | D20/95530 |

## Report authorised by:

Manager - Organisational Development & Human Resources
Chief Executive Officer

**Purchaser Agreement Memorandum – c.net Essential**

1. **Parties**

This is a Purchaser Agreement made on the date specified in Item 1of the Table of Particulars **("the Table")** between the Contractor and the Purchaser (specified in Items 2 and 3 of the Table respectively) under the terms of the Framework Agreement between the Contractor and Local Buy (Contract Number: BUS 259-0816(A)) dated 3rd May 2017.

2. **Services**

2.1 This Purchaser Agreement is an agreement between the Contractor and the Purchaser for the supply of Services specified in Schedule E **(Specification),** as Ordered from time to time by the Purchaser.

2.2 Nothing in this memorandum requires the Contractor to supply any services to the Purchaser other than the Services.

3. **Price**

The Prices determined in accordance with Schedule B **(Price Schedule)** as applied to each individual Assignment apply to the provision of Services under this Purchaser Agreement.

4. **Term**

The term of this Purchaser Agreement and any applicable extension options are as set out in Item 1of the Table unless this Purchaser Agreement is terminated earlier in accordance with the provisions of this Purchaser Agreement or the Framework Agreement.

5. **Contract Administrators**

The Purchaser Agreement Administrators are specified in Item 4 of the Table.

6. **Contract Conditions**

6.1 This Purchaser Agreement is subject to the terms and conditions set out in Item 5 of the Table and any special conditions as agreed between the Purchaser and Contractor from time to time in accordance with Clause 6.2.5 to 6.2.8 of the Framework Agreement.

6.2 However, the Special Conditions do not prevail to the extent that they are inconsistent with the terms and conditions set out in the Heads of Agreement, unless the prior written approval of Local Buy has been obtained pursuant to clause 6.1.5 of the Framework Agreement.

**Table of Particulars**

| Item No. | Item | Particulars |
|---|---|---|
| 1. | Purchaser Agreement Dates | **Purchaser Agreement Date**:<br><br>**Start Date:**xxxxxxxxxxxxx<br><br>**End Date:**3rd May, 2022<br><br>Extension Options:<br>Two (2) periods of up to twenty-four (24) months each |
| 2 | Agreementor | Comensura Pty Ltd (ACN: 120 725 902) |
| 3. | Purchaser | Organisation: Maranoa Regional Council<br>ABN; **99 324 089 164** |
| 4. | Purchaser Agreement Administrators | **Purchaser :**<br>Cara Clifford, recruitment & Onboarding Officer<br>Maranoa Regional Council<br>PO Box 620, Roma, QLD, 4455<br><br>**Contractor:**<br><br>Mark Coyle<br><br>Managing Director<br><br>Comensura Pty Limited |
| 5. | Special Conditions | Schedule D Purchaser Conditions of Contract and Variation of Contract dated 6th September 2017<br>Schedule G Special Conditions<br>[Schedule G2 Special Conditions for direct supply via c.net5] |

Signed for and on behalf of
**Contractor**

Signed for and on behalf of
**the Purchaser**

Name: Mark Coyle ..... Name: .....

Title: Managing Director ..... Title: .....

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# c.net Essential – FAQs

**What is c.net Essential?**

c.net essential is Comensura's new temporary recruitment model which provides Purchasers with compliant options to procure and engage ad hoc temporary labour hire from recruitment agencies.

**How is it compliant? (not applicable to State government)**

In 2017 Comensura were awarded Local Buy's BUS259-0816 (A) Temporary Recruitment Managed Services contract and all purchases and engagement through this arrangement are fully compliant under the *Local Government Act 2009* and *Local Government Regulations 2012*. This means you can engage with nominated recruitment agencies without the need to tender regardless of spend levels.

**What is the contract number?**

The Contract No "**BUS259-0816 (A)" MUST** be quoted on all correspondence or emails to ensure legislative compliance.

**Isn't that contract for full managed services?**

It is, but c.net Essential is a simplified model allowing you to engage with a network of recruitment agencies without implementing a full managed service.

**How does it work?**

You access c.net Essential through VendorPanel and then select the c.net Essential 'list' for your agency of choice. This will then give you the chance to create a requisition for labour and select recruitment agencies who are subscribed to the service.

**What if I don't have a VendorPanel account?**

It is easy to set up and have access to the c.net Essential list, or you can access the list through your shared account with Local Buy. The list will be named as "c.net Essential". To obtain your log-in contact your Local Buy Client Relationship Manager, or your VendorPanel Administrator within council.

**What if the agency I want to use is not on the list?**

If the agency is known to you then you can suggest that they register with VendorPanel and subscribe to c.net Essential. Alternatively, you can put them in touch with Comensura.

**What if I don't know which agency I want to use?**

You can select by job category and location and then choose from a list of recruitment agencies. They will respond to your RFX and send you candidates for consideration and selection.

**What else would I need to do?**

Comensura requires you to complete a document called the "EForm." You will find it within VendorPanel as you work through the RFX process. This EForm will set you up as a buyer in the system which then allows an electronic invoice to be raised each week.

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**So, I don't pay the supplier directly?**

No. You will 'trade' with Comensura and they will trade with the agency on your behalf. This keeps the whole transaction compliant. Comensura will ensure that the agency submits a timesheet electronically each week for your worker and once approved, that will trigger your invoice.

**What will be the labour cost?**

All the suppliers available to you on this scheme will be registered through VendorPanel and the cost will be quoted as part of your normal RFX process. Pay rates will either be dictated by you or by the relevant industry Award. Pay as you do now. c.net Essential will manage all the components that go on top of the pay such as Superannuation, Work Cover, Agency Margin and any fees. The price you see is the price you pay. If your supplier is not registered, then direct them to the c.net Essential team.

**Is it complicated?**

No, it isn't - Comensura will provide training to utilise the c.net tool. Timesheet approval is a very straightforward 'one click' process.

**You mentioned the c.net tool, what is that?**

c.net is a Vendor Management System (a web-based tool) that will connect you, your agency and your worker. It gives you visibility of all your transactions, provides an online timesheet and a suite of reports to support your business.

**Is it a complicated installation?**

No, c.net is an interface and not an integration. It is a secure cloud-based system, so you will just need access to the internet through a computer, mobile or tablet. Comensura will provide Log-in details and tuition but it is a very intuitive system and easy to navigate and use.

**Will IT need to be involved?**

They shouldn't need to be, but you may have to ask them to 'whitelist' the c.net website so that you can access it. Some firewalls block unknown sites, but this is an easy fix.

**It sounds like it will take a long time; I need someone this week**

c.net Essential is simple to set up and, providing you have the correct information required to populate the EForm, your request can be turned around in one business day.

**I already have the worker booked in**

If you already have the worker identified or booked in, then proceed with the hire but run the c.net Essential set up at the same time. By the end of the week you will be able to review a timesheet and receive an invoice.

**But I don't have time to manage a project and fill in lots of forms!**

c.net Essential won't ask you to. Once you have made your request through VendorPanel you will just have to complete the EForm, which is very simple and uncomplicated.

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**I have a worker but not attached to an agency. They are from my professional network so can I use this to hire them?**

If you do not wish to contract this worker directly with your organisation, then the team at c.net Essential can arrange for that worker to be employed and paid by a contracting company.

This will ensure that the engagement is compliant and that the cost can be managed and visible through the c.net system.

**I already buy from other panels and lists in specific categories but don't have access to a very specific role type. Can I use this just for that and still buy other labour from other sources?**

Yes, you can and c.net Essential will complement your other buying systems. There are broader benefits from having the supply of candidates running through a single contract, so you might want to discuss that in the future, but you don't have to.

**It all sounds straight forward but what if I need more help**?

It is straightforward but buying labour is often more complicated than buying other goods and services. If you need support, then you can call Comensura's c.net Essential expert by dialling **1800 314 780** and they can guide and assist you.

**I only hire very occasionally is this a problem?**

Absolutely not. c.net Essential is designed for ad hoc, or less complex labour hiring and there are no limits on how many staff you can hire. If in doubt, please contact Comensura by dialling **1800 314 780**

**What if I need help recruiting a highly skilled or unusual role?**

You would follow the same process through VendorPanel, however, there could be more information required to ensure you get access to the very best candidates in the market. Comensura is an expert in working with recruitment agencies and finding talent for its customers, so take advantage of their expertise.

**I am in a remote location and I pay allowances to workers and sometimes provide accommodation for them?**

Nothing you do currently needs to change. c.net Essential will flow these costs through. We are not here to change the way you do your business in this sector, just to enhance it, make it easier, and remain compliant.

**I hire on and off all year. Do I have to do this process every time?**

Not every time but you will have to submit information for each job title if that changes and add the information for anyone new who will be part of the hiring process. You just submit a new EForm with the new information.

**Can't I just call my agency?**

You can, but if the job is changing or you want to use a different supplier then you will need to use the EForm to provide new information. You can still do the recruitment but c.net Essential will need to be set up to allow for electronic time sheeting and invoicing.

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**What added benefit will this give?**

This will ensure all your activity is monitored in c.net and that you will only ever receive one invoice per week from Comensura for all your recruitment activity, which will provide a very cost-effective solution for your organisation.

**Who is responsible for ensuring the workers are compliant with all WHS including the relevant tickets, qualifications and other requirements?**

This is still the role of the recruitment agency, so you will have to make sure they are compliant or request proof from them

**What support do I get from c.net Essential?**

This is designed to be a simple system product to allow compliant recruitment to occur. A member of the team will be available during office hours via telephone **1800 314 780** or email essential@comesura.com.au

**It all sounds amazing but are there any hidden costs for the c.net Essential service?**

The cost for the service is all part of the price you will see on VendorPanel when you complete your RFX. Everything is included within the hourly rate for each worker. There is no separate fee applied for c.net Essential.

**Can I still talk to Comensura about all their other services offered under the Local Buy contract?**

Of course. The full range of Classic & Adaptive services are available to you as your complexity increases. Comensura will always advise if you are out growing c.net Essential and suggest alternative programs to add more value to the relationship.

**AGREEMENT BETWEEN:**

Local Buy Pty Ltd (ACN: 090 446 487) as trustee for the Local Buy Trading Trust (ABN: 61 561 663 808) ("Local Buy")

AND

Comensura Pty Ltd (ACN: 120 725 902 ABN: 30 120 725 902) (the "Contractor")

FOR

THE PROVISION OF RECRUITMENT VENDOR NEUTRAL MANAGED SERVICES (TEMPORARY STAFF) TO DEFINED PURCHASERS IN QUEENSLAND

PREFERRED SUPPLIER ARRANGEMENT
CONTRACT NO: **BUS259-0816(A)**

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# Preferred Supplier LGA Arrangement

**DATE** 3RD MAY 2017

**BETWEEN**

Local Buy Pty Ltd (ACN: 090 446 487) as trustee for the Local Buy Trading Trust (ABN: 61 561 663 808) of Level 1, 25 Evelyn Street, Newstead, Queensland, 4006 **(Local Buy)**

**AND**

Comensura Pty LTd (ACN: 120 725 902 ABN: 30 120 725 902) of Level 14/ 383 Kent Street, Sydney, NSW 2000 **(Contractor)**

**RECITALS**

A. Local Buy is a company registered under the Corporations Act whose only shareholder is the Local Government Association of Queensland.

B. Pursuant to section 234 of the Local Government Regulation 2012 Local Buy has a statutory right to establish LGA Arrangements which constitute an exception to a Queensland Local Government's obligations to invite written quotes or tenders when entering into a contract. Other entities listed as Purchasers may also utilise this LGA Arrangement subject to compliance with their own procurement obligations.

C. Local Buy issued the Request for Tender for the supply of the Services.

D. The Contractor submitted the Tender that was accepted by Local Buy.

E. Local Buy and the Contractor have agreed to enter into a Preferred Supplier Arrangement for the supply of the Services on the terms set out in this Framework Agreement.

F. The Framework Agreement details the overarching arrangement and contract management provisions that apply between Local Buy and the Contractor.

G. Each Purchaser Agreement details the specific pricing, specification and provisions that apply between the relevant Purchaser and the Contractor.

**THIS AGREEMENT WITNESSES**

## 1 DEFINITIONS & INTERPRETATION

In this Framework Agreement unless expressed or implied to the contrary:

### 1.1 Interpretation

1.1.1 A reference to a party to the Framework Agreement includes:

1.1.1.1 in the case of a natural person, that person and his/her personal representatives and assigns (transferees); and

1.1.1.2 in the case of a corporation, the corporation, its successors and assigns (transferees).

1.1.2 Where a party is composed of 2 or more persons, each item of agreement by the party binds:

1.1.2.1 all of those persons collectively; and

1.1.2.2 each of them as an individual.

1.1.3 A reference to:

1.1.3.1 the singular includes the plural, and vice versa;

1.1.3.2 a gender includes each other gender;

1.1.3.3 a person includes a corporation, a firm, and a voluntary association;

1.1.3.4 an Act is the Act as amended from time to time and any subordinate legislation made under that Act;

1.1.3.5 money is a reference to Australian dollars and cents;

1.1.3.6 a time of day is a reference to Australian Eastern Standard Time;

1.1.3.7 a month is a calendar month;

1.1.3.8 a document includes, but is not limited to, any drawing, specification, material, record or other means by which information can be stored or reproduced; and

1.1.3.9 the words 'include', 'included' or 'including' when those words are used, will be interpreted as if they were followed by the further words 'but not limited to' or the appropriate grammatical derivative;

1.1.4 No rule of construction or interpretation of this Framework Agreement shall apply to either Local Buy's or the Purchaser's disadvantage solely because Local Buy prepared the Framework Agreement or either of them rely on a provision of the Framework Agreement.

1.1.5 Clause headings exist for convenience only and are to be disregarded when interpreting this Framework Agreement.

1.1.6 All information delivered as part of the Services supplied under this Agreement must be written in English. Where any document is a translation into English, the translation must be accurate.

1.1.7 Grammatical variations of a defined word/phrase have the same meaning as the defined word/phrase unless the context otherwise requires.

1.1.8 If a provision of this Framework Agreement is void, voidable, illegal or unenforceable, the provision will be deemed deleted from the Agreement, and the remaining provisions of the Framework Agreement shall continue in full force and effect.

### 1.2 Definitions

Definitions are contained in Schedule H.

## 2 SUPPLY UNDER THE PREFERRED SUPPLIER ARRANGEMENT FOR THE TERM

### 2.1 Preferred Supplier Arrangement

2.1.1 In consideration of being selected as a successful supplier under an LGA Arrangement and the benefits which accrue thereto, the Contractor agrees to meet its obligations pursuant to and provide the Services in accordance with the Framework Agreement terms and conditions.

2.1.2 The Framework Agreement may be executed electronically by the parties. The parties agree that such electronic execution constitutes a valid transaction for the purposes of the Electronic Transactions (Queensland) Act 2001 and will not challenge the validity of such execution.

2.1.3 The Contractor must offer to supply the Services to a Purchaser (which includes Local Buy) upon the terms of this Framework Agreement and the relevant Purchaser Agreement, at any time during the Term, upon the receipt of an Order from that Purchaser (**Standing Offer**).

2.1.4 The Contractor acknowledges and agrees that the Standing Offer is capable of acceptance by any Purchaser at any time during the Term.

2.1.5 The Contractor acknowledges that this Framework Agreement does not:

2.1.5.1 provide or imply that the Contractor is the exclusive provider of the Services to a Purchaser;

2.1.5.2 guarantee any particular volume of purchases or level of Purchaser spend; or

2.1.5.3 oblige a Purchaser to place an Order for the Services with the Contractor.

2.1.6 Where a person is a customer of the Contractor prior to the Commencement Date and a Purchaser under this Agreement, the Contractor must make its pricing and terms under this Agreement available to the Purchaser from the Commencement Date. Upon the written request of the Purchaser, the Contractor will promptly terminate any pre-existing

contractual arrangements between them and enable that Purchaser to access the Services under the terms of this Agreement. There will be no penalty, fees or costs imposed on the Purchaser for this transition. The change-over date between the contracts will be the first day of the next month unless otherwise stipulated by the Purchaser.

2.1.7 The Contractor must supply all Services under this Framework Agreement in full compliance with the terms of the Framework Agreement (including the Specification and Price Schedule) and relevant Purchaser Agreement.

**2.2 Term**

2.2.1 Subject to clauses 2.2.2 and 2.2.2.2, this Framework Agreement commences on the Commencement Date and expires on the Expiry Date, unless earlier terminated in accordance with this Framework Agreement.

2.2.2 Local Buy may in its sole discretion extend this Agreement for the period or periods:

2.2.2.1 specified in Item 4 of Schedule A; and

2.2.2.2 for an additional period of up to six (6) months beyond the expiry of the extension period set out in clause 2.2.2.1 in the event that it has not completed the procurement process for any replacement LGA Arrangement.

2.2.3 Notwithstanding the expiry or termination of this Framework Agreement, the terms of this Framework Agreement will continue to apply to all Purchaser Agreements and related Orders entered into during the Term which remain ongoing past the expiry or termination of this Framework Agreement until such time as the relevant Purchaser Agreement and related Order is terminated or expires.

**2.3 Conflict**

2.3.1 Where any inconsistency or ambiguity arises between the different documents which constitute this Framework Agreement, the order of precedence to resolve the inconsistency or ambiguity shall be (listed in order of descending importance):

2.3.1.1 Framework Agreement;

2.3.1.2 Specification;

2.3.1.3 Request for Tender; and

2.3.1.4 Tender.

2.3.2 Where the Contractor becomes aware of any inconsistency or ambiguity in the documents which constitute this Agreement, the Contractor shall immediately bring the inconsistency or ambiguity to the attention of Local Buy who will issue instructions consistent with the order of precedence set out in clause 2.3.1.

2.3.3 Once issued, Local Buy's instructions pursuant to clause 2.3.2 shall be binding on the parties with respect to that inconsistency or ambiguity.

**2.4 Contractor's Representative**

2.4.1 Not later than fourteen (14) days after the Commencement Date the Contractor must appoint and advise Local Buy in writing of the details of its Contractor's Representative who shall be responsible for administering the Framework Agreement on behalf of the Contractor. The Contractor may change the identity of the Contractor's Representative from time to time. The Contractor must give written notice to Local Buy of any change in the identity of the Contractor's Representative within forty eight (48) hours of the change occurring.

2.4.2 The Contractor's Representative must have a detailed knowledge of all activities associated with the supply and performance of the Services and be authorised by the Contractor to make binding decisions and act on behalf of the Contractor.

2.4.3 The Contractor's Representative must:

2.4.3.1 liaise with and report to Local Buy's Category Manager; and

2.4.3.2 be available for discussions with, and attend briefings when reasonably requested by, Local Buy's Category Manager; and

2.4.3.3 reply promptly to any correspondence from Local Buy's Category Manager dealing with the Framework Agreement; and

2.4.3.4 if required, provide written reports to Local Buy's Category Manager in a form, to a standard, and containing such information as may be required by, Local Buy's Category Manager.

**2.5 Exclusivity**

2.5.1 In consideration of the strategic benefits that a close working relationship will bring to both parties, Local Buy and the Contractor agree to the following exclusivity provisions:

2.5.1.1 Local Buy shall exclusively promote the Contractor as its preferred vendor neutral temporary recruitment services supplier to Queensland local government Purchasers; and

2.5.1.2 the Contractor shall exclusively offer to supply and supply vendor neutral temporary recruitment services to Queensland local government Purchasers under the Framework Agreement.

2.5.2 For the avoidance of doubt, the Contractor shall not offer to supply or supply the Services or services similar to the vendor neutral temporary recruitment services to Queensland local government Purchasers whether directly or by way of any other procurement panel arrangement except under and in full compliance with the terms and conditions of the Framework Agreement.

## 3 SERVICES AND PRICING

### 3.1 Variation to description of Services

3.1.1 Where a party wishes to vary the description of any of the Services, the party must notify the other party in writing as soon as practicable of any proposed variation to the description of any of the Services offered under this Framework Agreement.

### 3.2 Variation to range of Services

3.2.1 During the term of this Framework Agreement, a party must:

3.2.1.1 notify the other party in writing from time to time as soon as practicable of any proposed variations to the range of Services offered under this Framework Agreement, or of any proposed new services that the Contractor commences sourcing and wishes to offer under this Framework Agreement during the Term that at the time of the relevant notice are not included; and

3.2.1.2 negotiate in good faith the terms of such variation (including an amendment to the Price Schedule).

3.2.2 Without limiting the operation of clause 3.2.1, the variations or additions may include superseded or discontinued services, additional or complementary services, development and improvements, new technologies, revised or amended standards.

### 3.3 Acceptance of variations

3.3.1 A variation proposed under clauses 3.1 or 3.2 shall not come into force and will have no effect on the Framework Agreement until agreed in writing by both parties.

3.3.2 If the proposed variation is agreed, the Price Schedule and the Specification will be deemed to be amended to reflect, to the extent agreed the proposed variations.

3.3.3 Clauses 3.1 and 3.2 shall only apply to proposed variations which do not materially deviate from the Specification and the basis on which the Contractor's Tender was accepted.

### 3.4 Prices for Services

3.4.1 Subject to clauses 3.5, 3.6 and 3.7, the price of the Services to be supplied under a Purchaser Agreement shall be the Price for those Services, less any applicable discount or plus any applicable margin.

3.4.2 Clause 3.4.1 does not prevent the Contractor from offering, or the Contractor and Purchaser from negotiating to reduce the Price or margin or increase the discount for particular Services provided that the Price, margin or discount, is consistent with clause 3.6 of this Agreement.

3.4.3 Where requested to do so by a Purchaser for policy reasons (for example, the development of local business), the Contractor may increase the rates paid to a Supplier(s) supplying to that Purchaser above the rates set out in the Price Schedule.

**3.5 Price Adjustment**

3.5.1 The Contractor:

3.5.1.1 must not increase (but may reduce) the rates set out in the Price Schedule applicable to the Services during the initial Term of the Framework Agreement (the Price Schedule Fixed Period);

3.5.1.2 may vary the rates set out in the Price Schedule applicable to the Services after the end of the Price Schedule Fixed Period:

3.5.1.2.1 if the variation of the Price or discount of the Services was specifically set out in the Tender (and accepted by Local Buy); or

3.5.1.2.2 otherwise in accordance with this clause 3.5.

3.5.2 After the Price Schedule Fixed Period, but no more than once during each extension period, the Contractor may apply in writing to Local Buy to vary the rates set out in the Price Schedule applicable to the Services. Any such application must include written substantiation for the Price or discount variation.

3.5.3 The parties acting in good faith will meet to review and agree on acceptable changes to the Price Schedule. Where changes to the rates set out in the Price Schedule are agreed, the Price Schedule will be deemed to be amended to the extent agreed and such variation will take effect from the date agreed by the parties.

3.5.4 Where extraordinary market circumstances have adversely affected the Contractor's ability to continue to provide the Services at the rates set out in the Price Schedule, an application to vary those rates may be submitted by the Contractor to Local Buy. Any such Application must be made in writing, and must be submitted to Local Buy as soon as practicable.

3.5.5 Without limiting clauses 3.5.3 and 3.5.4, Local Buy reserves the right to delete a Service from the Price Schedule or terminate the Framework Agreement if it considers an application under those clauses to be unreasonable.

3.5.6 The Contractor is to notify Local Buy of any decrease in the rates or margins or increase in discounts offered under the Price Schedule. The Contractor is to provide such notification in writing as soon as possible. Upon receipt of such notification and acceptance by Local Buy, any change will have immediate effect.

3.5.7 The Contractor is to notify Local Buy of any changes to legislation which affect statutory rates included in the Price Schedule and Price offered. The Contractor is to provide such notification in writing as soon as possible. Upon the coming into effect of the relative legislative provisions, any change will have immediate effect.

### 3.6 Best Price

3.6.1 The Contractor represents that the Price, margin or discount for the Services will be no less favourable than the Price, margin or discount applicable to any other Queensland Local Government purchasers of substantially similar services or quantities of services (the **Similar Services**) of the Contractor.

3.6.2 The Contractor agrees that where it offers a more favourable Price, margin or discount to any other Australian public sector purchaser of Similar Services or to another Purchaser, it will:

3.6.2.1 notify Local Buy in accordance with clause 3.5.6; and

3.6.2.2 make the more favourable Price, margin or discount available to all Purchasers (subject to the services or quantities being substantially similar).

3.6.3 The Contractor agrees that a failure to comply with this clause 3.6 will entitle Local Buy to suspend the Contractor pursuant to clause 4.3 or terminate this Framework Agreement in accordance with clause 9.1.

### 3.7 Maximum Ceiling Price

The Contractor acknowledges and agrees that:

3.7.1 the rates for the Services set out in the Price Schedule are a maximum ceiling price which cannot be exceeded without the Contractor applying for a price variation under clause 3.5 of the Framework Agreement; and

3.7.2 the discount for the Services set out in the Price Schedule are a minimum discount which cannot be reduced without the Contractor applying for a discount variation under clause 3.5 of the Framework Agreement.

### 3.8 Price Audit

Where the Price Schedule or Price incorporates a discount or margin, Local Buy, upon giving the Contractor reasonable notice, has the right to inspect and audit the Contractor's and its Suppliers cost and Price structure at any time throughout the Term to verify the discount or margin provided.

## 4 SUSPENSION

### 4.1 Suspension of Contractor

4.1.1 The Contractor may be suspended either:

4.1.1.1 on application of the Contractor under clause 4.2;

4.1.1.2 by decision of Local Buy in accordance with clause 4.3; or

4.1.1.3 on any other basis specifically provided for in the Framework Agreement.

4.1.2 The effect of a Suspension is that the Contractor is not, for the period of the Suspension, eligible to offer the Services to Purchasers under the the Framework Agreement.

4.1.3 The Suspension period will form part of the defined Term of the Framework Agreement.

4.1.4 A Suspension is based upon an expectation by both the Contractor and Local Buy that the Contractor will resume offering the Services after the period of Suspension, providing the cause giving rise to the Suspension is resolved to Local Buy's satisfaction (acting reasonably).

4.1.5 During the Suspension Period, the Contractor and Local Buy are required to keep in regular contact about the prospects and timeframe for the Contractor resuming offering of the Services.

4.1.6 During the Suspension Period, Local Buy will immediately notify any existing or inquiring prospective Purchasers of the Contractor's Suspension, and may provide reasons for the Contractor's Suspension to any existing or inquiring prospective Purchasers.

4.1.7 During the Suspension Period, Local Buy may remove or amend the Contractor's Contractor Data.

4.1.8 During the Suspension Period, the Contractor must not enter into any new Purchaser Agreements for the supply of the Services from any Purchaser without the prior written approval of Local Buy.

**4.2 Suspension for Legitimate Business Reasons**

4.2.1 An application for Suspension may be made by the Contractor where legitimate business reasons affect the Contractor's ability to offer to supply the Services. Legitimate business reasons may include, but are not limited to, business re-location or a Force Majeure Event.

4.2.2 An application for Suspension by the Contractor for a suspension must not be made, unless the Contractor has no option other than to cease offering provision of the Services.

4.2.3 An application for Suspension by the Contractor must be made in writing to Local Buy's Category Manager. The Contractor must provide Local Buy with evidence that the Contractor has used their best endeavours to avoid the need for a Suspension.

4.2.4 Within five (5) Business Days of receipt of an application for Suspension for legitimate business reasons, Local Buy will advise the Contractor in writing of whether the Suspension application has been accepted or declined.

4.2.5 During the period of Suspension under this clause 4.2, the Contractor must use its best endeavours to resolve the circumstances giving rise to the Suspension.

4.2.6 The maximum initial period for Suspension of the Contractor for a legitimate business reason is thirty (30) days.

4.2.7 The Contractor may submit a request for an extension of the Suspension Period to Local Buy. The Suspension Period may be extended by Local Buy upon consideration of all the circumstances, including the actions of the Contractor during the Suspension Period to overcome the cause of the Suspension, together with the evidence provided by the Contractor to support an extension of the initial Suspension Period.

4.2.8 Within five (5) Business Days of receipt of a request for an extension of the Suspension Period, Local Buy will advise the Contractor whether the application for an extension of the initial Suspension Period has been accepted or declined.

**4.3 Suspension by Local Buy**

4.3.1 Local Buy may, by written notice, Suspend the Contractor at any time on terms and conditions specified by Local Buy if, in the reasonable opinion of Local Buy, the Contractor has breached (or if Local Buy has a reasonably held belief that the Contractor is likely to breach) the Framework Agreement or a Purchaser Agreement or as otherwise set out in this Framework Agreement.

4.3.2 Local Buy will notify the Contractor in writing of its Suspension from the Framework Agreement by issuing a "Suspension Notification Form". The Suspension Notification Form must be signed by Local Buy. The Suspension Notification Form will contain:

4.3.2.1 the reason for the Suspension; and

4.3.2.2 a review date for the Suspension.

4.3.3 The Contractor must continue to the Services under any Purchaser Agreement entered into prior to the Suspension date. However the Contractor must not enter into or offer to enter into any new Purchaser Agreements during the Suspension Period.

4.3.4 All amounts payable under the Framework Agreement to Local Buy by the Contractor must continue to be paid and all reporting completed during the Suspension Period as if the Contractor was not Suspended.

4.3.5 If the Contractor has been Suspended under this clause 4.3, it will be at the sole discretion of Local Buy as to whether or not to end the Suspension Period (acting reasonably).

4.3.6 At the end of a Suspension Period, the Contractor must pay to Local Buy any outstanding amounts of money the Contractor is required to pay under the Framework Agreement within seven (7) Business Days.

4.3.7 Local Buy is under no obligation to provide the Contractor with a copy of the Purchaser Data if Local Buy has Suspended the Contractor under this clause 4.3. Local Buy may agree to provide the Contractor with a copy of their Contractor Data on payment of a reasonable fee.

## 5 SPECIFIC OBLIGATIONS OF THE CONTRACTOR

### 5.1 Contractor to fulfil all Orders

5.1.1 The Contractor must fulfil all Orders which are accepted by it during the Term in accordance with this Framework Agreement and the relevant Purchaser Agreement.

5.1.2 The Contractor acknowledges and agrees that a Purchaser may place an Order with the Contractor for any one type or item of the Services either at one time or in instalments or in such quantity as may be required from time to time.

5.1.3 If the Contractor does not agree to any additional conditions specified by the Purchaser in an Order, the Contractor must promptly contact the Purchaser to negotiate in good faith the application of any additional conditions to the Order.

5.1.4 The Contractor agrees not to seek a condition in a Purchaser Agreement which would derogate or diminish the obligations of the Contractor to the Purchaser under the Purchaser Conditions of Contract.

5.1.5 If Local Buy so requests, the Contractor must provide Local Buy with a copy of any Order issued by a Purchaser within three (3) Business Days of receiving a request from Local Buy.

### 5.2 Conflict of Interest

5.2.1 The Contractor warrants that, to the best of its knowledge, no conflict of interest of the Contractor, its Suppliers, employees, agents or subcontractors exists or is likely to arise in the performance of its obligations under this Framework Agreement or any Purchaser Agreement.

5.2.2 The Contractor must:

5.2.2.1 notify in writing, and consult with, Local Buy immediately upon becoming aware of the existence or possibility of a conflict of interest; and

5.2.2.2 comply with any direction given by Local Buy in relation to those circumstances directed at managing that conflict of interest, mitigating its effects or preventing its recurrence.

5.2.3 For the purposes of this clause 5.2, "conflict of interest" includes engaging in any activity, or obtaining any interest, likely to conflict with the performance by the Contractor of, or to restrict the Contractor in performing, its obligations under the Framework Agreement or any Purchaser Agreement.

5.2.4 Local Buy may immediately terminate the Framework Agreement or Suspend the Contractor in accordance with clause 4.3 if in its view (acting reasonably) a conflict of interest exists.

### 5.3 Contractor to inform itself

The Contractor acknowledges and agrees that it has:

5.3.1 examined carefully to have acquired actual knowledge of the contents of all of this Framework Agreement and any other information made available in writing by Local Buy to the Contractor for the purposes of the Request for Tender and this Framework Agreement; and

5.3.2 satisfied itself as to the correctness and sufficiency of its response to the Request for Tender and that the prices in the Price Schedule cover the costs of complying with all of its obligations under the Framework Agreement and any Purchaser Agreement and of all matters and things necessary for the proper performance and completion of the Agreement.

**5.4 Obligation to supply Services at Prices set out in Price Schedule**

5.4.1 The Contractor must supply the Services at such Prices as specified in the Price Schedule, as may be varied in accordance with clause 3.5, except where otherwise agreed with Local Buy in accordance with this Agreement.

5.4.2 The Prices, except as specifically provided in the Specification, the Pricing Schedule or an Order, are inclusive of all the costs, expenses, levies, taxes, duties and other fees that the Contractor incurs in the supply of the Services.

**5.5 Minimum insurance requirements**

The Contractor must hold and maintain the following broad form liability policies of insurance for the Term, or for such other period as may be specifically required by this Framework Agreement:

5.5.1 public liability insurance for at least the amount specified in Item 5(a) of Schedule A in respect of each claim; and

5.5.2 products liability insurance per occurrence and in the aggregate for at least the amount specified in Item 5(b) of Schedule A for the total aggregate liability for all claims arising out of the Contractor's products for the period of cover;

5.5.3 professional indemnity insurance per occurrence and in the aggregate for at least the amount specified in Item 5(c) of Schedule A; and

5.5.4 workers compensation insurance in accordance with applicable legislation for the Contractor's employees; and

5.5.5 any other type of policy of insurance the Contractor would reasonably be expected to hold by a prudent operator of a similar business as that of the Contractor.

**5.6 Evidence of Insurances**

5.6.1 Every policy of general insurance the subject of clause 5.5 must issue from an insurer registered in Australia to conduct insurance business or such other insurer as Local Buy may approve from time to time. Local Buy reserves the right to accept a self-insuring Contractor subject to receipt of acceptable evidence of the Contractor's financial soundness.

5.6.2 Upon request, the Contractor must within two (2) Business Days provide Local Buy with a certificate of currency for any insurance policy the

Contractor is required to hold pursuant to clause 5.5 or held by its Suppliers, sub-contractors or agents pursuant to clause 5.6.6 and respond fully and promptly to any requests from Local Buy for additional information relating to the certificate of currency.

5.6.3 The Contractor must upload its current insurance certificates of currency to Vendor Panel and ensure that they are kept up to date.

5.6.4 The Contractor must promptly notify Local Buy of any cancellation or lapse of any policy of insurance required by clause 5.5.

5.6.5 The Contractor shall within five (5) Business Days of any claim arising which relates to, or has implications for the supply of any Services, notify Local Buy and keep Local Buy informed of such claim.

5.6.6 The Contractor must ensure that during the Term its Suppliers, sub-contractors and agents have in force at all times such levels of insurance cover as may reasonably be expected to be held by a supplier carrying out services similar to the Services.

5.6.7 If the Contractor fails to discharge an obligation under clauses 5.5 and 5.6, Local Buy may Suspend the Contractor pursuant to clause 4.3 until such time as the Contractor has satisfied Local Buy that it (or its Supplier, sub-contractor or agent) has the required insurances in place.

5.6.8 Where the Contractor anticipates reaching, reaches or exceeds any aggregated insurance level set out in the Framework Agreement or any Purchaser Agreement, the Contractor shall immediately advise Local Buy's Category Manager. Local Buy may require the Contractor to take out and provide evidence of top up insurance and Suspend the Contractor pursuant to clause 4 until such time as it has been provided. Where evidence of such top up insurance is not provided promptly, Local Buy may terminate the Framework Agreement.

5.6.9 Nothing in Clauses 5.5 or 5.6 limits the obligations, liabilities and responsibilities of the Contractor, the Contractor's Personnel, its Suppliers, sub-contractors or agents under this Framework Agreement.

### 5.7 Compliance with laws and standards

The Contractor must, and must ensure that its Suppliers, comply with:

5.7.1 all applicable statutory requirements; and

5.7.2 all applicable codes, policies, guidelines and Australian Standards including those notified in writing by Local Buy to the Contractor.

### 5.8 Canvassing

Local Buy may immediately terminate the Framework Agreement or Suspend the Contractor in accordance with clause 4.3 if it reasonably considers that the Contractor, to solicit support for this Framework Arrangement or otherwise seek to influence an outcome of this Framework Arrangement, or a Purchaser Agreement:

5.8.1 offers any inducement, fee or reward to any director or employee of Local Buy, the LGAQ, any member or officer of a Purchaser or any person acting as an advisor for Local Buy; or

5.8.2 canvasses, lobbies or petitions any of the persons referred to in clause 5.8.1; or

5.8.3 contacts any director or employee of Local Buy about the Framework Arrangement or any process relating thereto, except as authorised or contemplated by this Framework Arrangement including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Contractor of such director or employee.

**5.9 Non-collusion**

Local Buy may immediately terminate the Framework Agreement or Suspend the Contractor in accordance with clause 4.3 if in its view the Contractor:

5.9.1 seeks to vary a Price under this Framework Agreement in accordance with an agreement or arrangement with any other contractor which is a party to a similar Framework Arrangement with Local Buy or any third party; or

5.9.2 enters into any agreement or arrangement with any other contractor that it shall refrain from entering a Purchaser Agreement unless certain additional conditions apply; or

5.9.3 causes or induces any person to enter such agreement as is mentioned in either clause 5.9.1 or 5.9.2 above; or

5.9.4 canvasses, lobbies or petitions any of the persons referred to in clause 5.9.1 or 5.9.2 above in connection with this Framework Agreement or the outcome of this Framework Arrangement, or a Purchaser Agreement; or

5.9.5 offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other similar Framework Arrangement or proposed similar Framework Arrangement any act or omission; or

5.9.6 communicates to competitors of the Contractor any Price or the amount of any discount or margin in respect of the Services; or

5.9.7 prepared its Tender or submits any quotation to a prospective Purchaser with any consultation, communication, contract, arrangement or understanding with any competitor other than:

5.9.7.1 where certain joint venture arrangements exist between the Contractor and a competitor;

5.9.7.2 where the Contractor and a competitor have an agreement that has been authorised by the Australian Competition and Consumer Commission (ACCC); or

5.9.7.3 where the Contractor has communicated with a competitor for the purpose of subcontracting a portion of the Services, and where the communication with that competitor is limited to the information required to facilitate that particular subcontract,

and the Contractor has disclosed in advance to Local Buy (or the relevant Purchaser in the case of a quote) the details of its arrangement(s) with its competitor(s).

**5.10 General Indemnity**

5.10.1 The Contractor is liable for and indemnifies and must keep indemnified, Local Buy and each Purchaser and their officers, employees and agents against any claim, loss or expense (including a claim, loss or expense arising out of personal injury, death or damage to property) which any of them suffers, incurs or is liable for (including reasonable legal costs on a solicitor and client basis) (together the **Loss**) as a result of:

5.10.1.1 the defective or negligent supply or non-supply of any Services;

5.10.1.2 any unlawful, negligent, reckless or deliberately wrongful act or omission of the Contractor (or the Contractor's Personnel, Suppliers, agents or subcontractors or their employees) in the performance of this Framework Agreement or any Purchaser Agreement; or

5.10.1.3 infringement of any third party Intellectual Property Rights in respect of the provision of the Services or anything used or supplied by the Contractor in connection with the Services; or

5.10.1.4 any breach by the Contractor of this Framework Agreement or any Purchaser Agreement.

5.10.2 The Contractor's liability in respect of the indemnity given under this clause 5.10 shall be reduced proportionately to the extent that any unlawful, negligent, reckless, or deliberately wrongful act or omission of Local Buy or the relevant Purchaser, its officers, employees or agents caused or contributed to the Loss.

5.10.3 Despite clause 5.10.1 and 5.10.2, the Contractor will not be liable for any special, indirect or incidental damage arising out of or in connection with this Framework Agreement or the relevant Purchaser Agreement.

## 6 FORMATION OF PURCHASER AGREEMENT

### 6.1 Purchaser Agreement Memorandum

6.1.1 In order to purchase Services under this Framework Agreement the prospective Purchaser must enter into a Purchaser Agreement.

6.1.2 In order to enter into a Purchaser Agreement, the prospective Purchaser and the Contractor shall execute a Purchaser Agreement Memorandum in the form, and addressing the subject matter, set out in Schedule F.

6.1.3 The terms and conditions of each Purchaser Agreement will be the Purchaser Conditions of Contract and any special conditions as set out in a Purchaser Agreement Memorandum. The Contractor acknowledges that no material amendments to the Purchaser Conditions of Contract may be agreed between the Purchaser and Contractor without prior consent of Local Buy.

6.1.4 The Contractor must notify Local Buy of each Purchaser Agreement it enters into and must provide a copy of the executed Purchaser Agreement Memorandum to Local Buy.

6.1.5 The Contractor is in breach of this Framework Agreement if it enters into a Purchaser Agreement on terms other than as provided for in this Framework Agreement without having first obtained the written approval of Local Buy.

6.1.6 Neither party is bound by any terms of a Purchaser Agreement that are inconsistent with this Framework Agreement, unless the prior written approval of Local Buy, in respect of inconsistent terms, was obtained.

6.1.7 The Contractor acknowledges and accepts that the Purchaser Agreement shall apply, to the total exclusion of all other terms and conditions, to all Services supplied to a Purchaser pursuant to this Framework Agreement.

6.1.8 Any free services which the Contractor offers to supply, additional to those specified and which the Purchaser accepts, shall be carried out in accordance with the details supplied by the Contractor at a time and place approved by the Purchaser.

6.1.9 For the avoidance of doubt, where the intention of the Purchaser was to engage the Contractor under the Framework Agreement, the terms of the Framework Agreement will apply in full to that engagement even where the Purchaser and Contractor failed to execute the Purchaser Agreement Memorandum.

6.1.10 Where a Purchaser is listed under this Framework Agreement, the Contractor has a positive duty to determine whether the engagement of the Contractor to provide the Services is pursuant to the Framework Agreement and to keep a written record of any relevant correspondence.

### 6.2 Orders

6.2.1 Each Order placed by a Purchaser with the Contractor shall incorporate:

6.2.1.1 the Purchaser Agreement (including the Purchaser Conditions of Contract);

6.2.1.2 the requirements of the Order; and

6.2.1.3 the Specification.

6.2.2 Any inconsistency or ambiguity in the documents listed in clause 6.2.1 shall be resolved by according precedence to the documents in the order listed in that clause.

6.2.3 Where the Contractor receives an Order from a person other than a notified Ordering Manager or which does not list Local Buy's relevant Contract Number, the Contractor must:

6.2.3.1 not supply the Services identified in the Order; and

6.2.3.2 refer the Order to the relevant Ordering Manager.

6.2.4 The only services which a Contractor can supply under this Framework Agreement to a Purchaser are the Services.

6.2.5 Subject to clause 6.2.6, a Purchaser may include special conditions in an Order which add to the Purchaser Agreement terms and conditions. These special conditions will only be valid should both the Purchaser and Contractor agree to them. For the avoidance of doubt, the Contractor shall be deemed to have agreed to such special conditions where the special conditions are clearly set out in an Order issued by the Purchaser and the Contractor commences provision of the Services pursuant to a resulting Order.

6.2.6 Where the special conditions are likely to constitute a material change to the Purchaser Agreement (determined by the parties acting reasonably and in good faith), the Contractor must seek the approval of Local Buy prior to the Order being issued.

6.2.7 Local Buy may at any time request a copy of the special conditions referred to in clause 6.2.6, an Order (and/or associated information) from the Contractor and the Contractor shall provide Local Buy with such documentation and/or information within seven (7) days of the request (or such other time period as may be agreed between the parties).

6.2.8 If Local Buy finds that any documents constituting a Purchaser Agreement or an Order (including for the avoidance of doubt the Purchaser's own special conditions) materially conflict with the terms and conditions of the Framework Agreement (or in the case of an Order, the Purchaser Agreement), Local Buy shall consult the Purchaser and Contractor to resolve the matter.

## 7 MANAGEMENT FEE, REPORTING AND ANNUAL ADMINISTRATION FEE

The Contractor must pay to Local Buy a Management Fee in accordance with this clause.

**7.1 Management Fee**

7.1.1 The Management Fee is calculated at the end of each Reporting Period during the Term, by multiplying:

7.1.1.1 the total (GST-exclusive) amount invoiced in the relevant Reporting Period to all Purchasers in relation to the supply of the Services during that Reporting Period; and

7.1.1.2 the percentage shown in Item 6 of Schedule A.

7.1.2 The amount of the Management Fee will not under any circumstances be shown as a separate charge in any quote or invoice to a Purchaser.

7.1.3 The Contractor agrees that Local Buy may treat all purchases of Services by Purchasers as Orders under this Agreement, whether or not the Contract Number is quoted unless, subject to clause 7.1.4, the Contractor can provide evidence satisfactory to Local Buy that the purchase was made under some other valid, legally procured agreement between the Purchaser and the Contractor. Confirmation in writing from a Purchaser that a purchase was made pursuant to the LGA Arrangement shall be deemed conclusive subject to receipt of material evidence to the contrary.

7.1.4 In accordance with clause 2.5, all Services supplied to Queensland local government Purchasers (including Queensland local government owned entities) shall be deemed to have been supplied under this Framework Agreement and subject to the Management Fee.

7.1.5 The Contractor agrees that the Management Fee payable has been allowed for in the Prices specified in the Price Schedule and in each Order together with all costs associated with the calculation and proving payment of the Management Fee.

7.1.6 For the avoidance of doubt, the Management Fee is to be calculated on the full amount invoiced to Purchasers for supplying the Services by the Contractor and its Suppliers.

7.1.7 Termination or expiry of the Contract shall not affect the Contract Management Fee due to Local Buy in respect of any ongoing Purchaser Agreement which shall continue to be due and payable to Local Buy in full.

7.1.8 The Contract Management Rebate is not peculiar to the Contractor, and is payable by all suppliers that do business with Local Buy. Nothing in these General Conditions of Contract prevents the Contractor from disclosing that a Contract Management Fee is payable to Local Buy and disclosing the rebate rate to any Purchaser or prospective Purchaser. However, for the avoidance of doubt, the Contract Management Rebate/ Fee must not be included as a separate line item in any quote or invoice issued by the Contractor.

7.1.9 Each party has satisfied itself that the Contract Management Fee paid by the Contractor and the receipt of such payment by Local Buy does not breach any Australian laws, is not a secret commission and is not provided to Local Buy to secure the business of the Contractor.

## 7.2 Reporting

7.2.1 The Contractor is required to provide Quarterly Sales Returns ("QSR") detailing the accumulative total of all tax invoices (exclusive of GST) raised by the Contractor made to Purchasers under the Framework Agreement and any Purchaser Agreement ("Sales"). For the avoidance of doubt, invoices are to be included in the Contractor's QSR when raised and not when paid or when the relevant Purchaser Agreement comes to an end.

7.2.2 QSRs using Local Buy's online reporting system are to be provided to Local Buy for each Reporting Period by no later than the 21st day of January, April, July and October of each year of the Term.

7.2.3 In the case of no Orders commissioned during any given quarter, a 'nil' QSR must be provided through Local Buy's online reporting system.

7.2.4 Following receipt of a QSR, Local Buy shall compile a tax invoice based on the Sales Report and the Management Fee calculation method set out in clause 7.1.1 and forward that invoice to the Contractor. The Contractor shall then forward payment to Local Buy within fourteen (14) days after the date of the invoice.

7.2.5 Local Buy may at its sole discretion immediately Suspend or terminate the Framework Agreement where the Contractor fails to comply with clause 7.2.

7.2.6 Notwithstanding clause 7.2.5, any unpaid invoices or the Management Fee component of any unreported Sales will incur interest at 4% above the Commonwealth Bank base rate until such time as they are paid. Any unpaid amounts shall be deemed a debt due and owing to Local Buy.

7.2.7 Where the Contractor has submitted three (3) consecutive 'nil' returns pursuant to clause 7.2.3, Local Buy may request a meeting to be held at Local Buy's office (or if acceptable to Local Buy by telephone) to discuss the reasons for the 'nil' returns. If so requested by Local Buy, the Contractor shall provide a detailed marketing and sales engagement strategy for the next Reporting Period.

7.2.8 If requested in writing by Local Buy, the Contractor must within thirty (30) days after the end of the Contractor's financial year, provide to Local Buy a certificate prepared by an independent auditor confirming the accuracy of all sales information provided by the Contractor as to Services sold or provided and the Management Fee paid or payable.

7.2.9 Local Buy may at any time during the Term of the Framework Agreement and thereafter, during any ongoing Purchaser Agreement, query suspected unreported sales with the Contractor. The Contractor shall within seven (7) days of such query provide Local Buy with detailed information in respect of such suspected unreported sales and, if not made under the Local Buy Framework Agreement, details of the valid legally compliant procurement process followed by the relevant Purchaser to engage the Contractor.

7.2.10 Local Buy may at its own cost, take such measures as it considers reasonable in the circumstances (including the appointment of an auditor) to verify the amount of the Management Fee due to Local Buy by the

Contractor. The Contractor shall provide the auditor with all reasonable assistance.

7.2.11 If the measures taken in clauses 7.2.8 and 7.2.9 verify that the Contractor has not paid the Management Fee that is actually due to Local Buy, the Contractor must:

7.2.11.1 remit the difference between the Management Fee paid to Local Buy and the Management Fee actually due to Local Buy within thirty (30) days of a direction from Local Buy; and

7.2.11.2 pay interest on the difference between the Management Fee actually due to Local Buy and the amount paid at 4% above the Commonwealth Bank base rate; and

7.2.11.3 at the discretion of Local Buy, reimburse Local Buy's costs and expenses of the measures taken (including any auditor's fees) under clause 7.2.9 to Local Buy.

7.2.12 The Contractor shall during the Term of this Agreement and for a 48 month period after the Agreement has expired or is terminated, keep secure all relevant documents and information for the purposes of this clause and give any auditor appointed by Local Buy access to those documents and information at all reasonable times.

7.2.13 In the event that a Contractor agrees to, or supplies the Services to a Purchaser during the Term, the Contractor is obliged to pay a Management Fee for those Services and any further deliverables supplied to that Purchaser during the Term, on the terms of this Agreement.

7.2.14 Local Buy shall be entitled to immediately Suspend the Contractor pursuant to clause 4.3 or terminate this Agreement where the Contractor;

7.2.14.1 fails to attend a meeting and/or provide the detailed marketing and sales engagement strategy requested by Local Buy pursuant to clause 7.2.7;

7.2.14.2 fails to implement the detailed marketing and sales engagement strategy;

7.2.14.3 submits four 'nil' returns; or

7.2.14.4 fails to comply with clause 7.2.4 in which case Local Buy may recover the unpaid Management Fees as a debt due and owing to Local Buy.

7.2.15 At least fourteen (14) days before the end of each Reporting Period, the Contractor shall provide to Local Buy a report via Local Buy's online reporting system in accordance with Local Buy's processes (as advised from time to time).

7.2.16 Unless otherwise directed in writing by Local Buy, the Contractor shall report all sales (including for the avoidance of doubt those to other State based Purchasers) and pay the related Management Fee to Local Buy.

7.2.17 Local Buy reserves the right to transition to a monthly online reporting regime during the Term. Where Local Buy gives notice to the Contractor that such a transition has occurred, all references to 'quarterly' reporting and fee payments in the Framework Agreement shall be deemed to refer to 'monthly' reporting from the date nominated in Local Buy's notice. The Contractor shall from the nominated date comply with the monthly reporting and fee payment regime.

### 7.3 Annual Administration Fee

7.3.1 The Contractor shall pay the Annual Administration Fee within fourteen (14) days of the Commencement Date.

7.3.2 On the first anniversary of the Commencement Date, and each subsequent anniversary thereafter during the Term, the Annual Administration Fee becomes owing and payable within fourteen (14) days for each such twelve (12) month period (or part thereof).

7.3.3 Where the Contractor has outstanding Annual Administration Fees (including under another contract with Local Buy), Local Buy may invoice the Contractor for the sum owing.

7.3.4 The Contractor shall pay an invoice issued under clause 7.3.3 within fourteen (14) days of the invoice date.

7.3.5 Local Buy shall at its sole discretion be entitled to immediately Suspend or terminate the Framework Agreement where the Contractor fails to pay an invoice issued pursuant to clause 7.3.4.

7.3.6 Notwithstanding clause 7.3.5, any invoices that remain unpaid after forty-five (45) days from the date of issue shall incur interest at 4% above the Commonwealth Bank base rate until such time as they are paid. Any unpaid amounts shall be deemed a debt due and owing to Local Buy.

7.3.7 The Annual Administration Fee is not peculiar to the Contractor, and is payable by all suppliers that do business with Local Buy. Nothing in the Framework Agreement prevents the Contractor from disclosing that an Annual Administration Fee is payable to Local Buy and disclosing the value of that fee to any Purchaser or prospective Purchaser. However, for the avoidance of doubt, the Annual Administration Fee must not be included as a separate line item in any quote or invoice issued by the Contractor.

7.3.8 Each party has satisfied itself that the Annual Administration Fee paid by the Contractor and the receipt of such payment by Local Buy does not breach any Australian laws, is not a secret commission and is not provided to Local Buy to secure the business of the Contractor.

## 8 PERFORMANCE MONITORING

### 8.1 Monitoring of performance

The Contractor must meet with Local Buy from time to time, as reasonably directed by Local Buy, to evaluate and monitor performance of the Framework Agreement (including Purchaser Agreements) by the Contractor on the basis of the reporting criteria specified by Local Buy in the Framework Agreement or otherwise agreed by the parties.

### 8.2 Exchange of Contractor information

The Contractor authorises Local Buy and its employees and agents to make available to Purchasers and prospective Purchasers information concerning the Contractor, including any information provided by the Contractor to Local Buy (including the Price Schedule) and any information relating to the Contractor's performance under the Framework Agreement, or the Contractor's financial position.

## 9 TERMINATION

### 9.1 Termination for cause

9.1.1 Without prejudice to its rights at common law, Local Buy may immediately terminate this Agreement, by written notice to the Contractor (a Notice of Termination for Cause):

9.1.1.1 where the Contractor makes, or has made, any statement, fact, information, representation or provides material which is false, untrue, or incorrect in a way which adversely affects the Agreement;

9.1.1.2 where a finding is made against the Contractor by the Crime and Corruption Commission, Australian Competition and Consumer Commission, a court or similar public body for corrupt conduct (including bribery), collusive pricing or any other similar type of anti-competitive or unlawful conduct; where the Contractor commits a material breach of the Agreement that is not capable of remedy;

9.1.1.3 where the Contractor commits a material breach of the Agreement in a manner that is capable of remedy and does not remedy the breach within fourteen (14) Business Days of receiving a notice from Local Buy requiring it to do so (Notice of Breach), or such further time, having regard to the nature of the breach and a reasonable time to remedy it, as Local Buy may reasonably allow;

9.1.1.4 where the Contractor has been suspended from the Framework Agreement pursuant to clause 4 for more than thirty (30) days;

9.1.1.5 where a Purchaser Agreement is terminated due to the Contractor's breach;

9.1.1.6 if the Contractor becomes Insolvent;

9.1.1.7 where the Contractor does anything to bring Local Buy or any Purchaser into disrepute;

9.1.1.8 where there is a legislative change which adversely affects Local Buy's right to establish LGA Arrangements; or

9.1.1.9 as otherwise explicitly provided for in this Agreement.

9.1.2 Without prejudice to its rights at common law, the Contractor may immediately terminate this Framework Agreement, by written notice to Local Buy (a Notice of Termination for Cause):

9.1.2.1 where Local Buy commits a material breach of the Framework Agreement that is not capable of remedy;

9.1.2.2 where Local Buy commits a material breach of the Framework Agreement in a manner that is capable of remedy and does not remedy the breach within fourteen (14) Business Days of receiving a notice from the Contractor requiring it to do so (Notice of Breach), or such further time, having regard to the nature of the breach and a reasonable time to remedy it, as the Contractor may reasonably allow;

9.1.2.3 if the Local Buy becomes Insolvent; or

9.1.2.4 as otherwise explicitly provided for in this Agreement.

9.1.3 If either party proposes (or is considering) terminating this Agreement on the basis of a dispute in relation to an operational issue, before terminating the Agreement that party must use all reasonable and good faith efforts to resolve the issue in accordance with clause 10.

**9.2 Effect of Termination for cause by Principal**

9.2.1 If Local Buy terminates this Agreement under clause 9.1.1 Local Buy may:

9.2.1.1 contract with any other person to complete the provision of the Services including any Order remaining to be filled; and

9.2.1.2 deduct reasonable loss or damages arising from or in connection with the termination, including any loss or damages incurred by a Purchaser under any Purchaser Agreement (which may be ascertained and certified by Local Buy), from any money due, or which may become due to the Contractor (whether under this Agreement or any Purchaser Agreement); or

9.2.1.3 recover from the Contractor in an appropriate court the balance of any monies remaining unpaid as a debt due and payable by the Contractor to Local Buy.

9.2.1.4 Local Buy's termination under clause 9.1.1 will not affect any Purchaser Agreement, except where a Purchaser exercises its termination rights under such a contract.

9.2.1.5 Termination or expiry of the Local Buy Contract shall not affect any ongoing Purchaser Agreement (or RFQ issued prior to the termination or expiry date and any Purchaser Agreement arising therefrom) which shall remain in full force and effect and subject to the terms and conditions of the Local Buy Contract until such time as that relevant Purchaser Agreement is itself terminated or expires.

**9.3 Termination at Will**

9.3.1 No earlier than twelve (12) months after the Commencement Date, Local Buy may, upon giving the Contractor not less than one Month's prior written

notice, terminate this Framework Agreement. At the end of the notice period, this Framework Agreement will be at end.

### 9.4 Termination by agreement

9.4.1 Either party may notify the other party that it wishes to discuss terminating this Agreement on the basis that the notifying party's circumstances have changed.

9.4.2 The parties agree to discuss the proposed termination in good faith.

9.4.3 The parties may agree to terminate the Agreement on such terms as are considered by them to be mutually beneficial.

### 9.5 Effect of Termination on Purchaser Agreement and Rights and Obligations of Parties

9.5.1 Termination of the Framework Agreement under clause 9 by Local Buy will not affect any Purchaser Agreement unless the Purchaser exercises its right to terminate the Purchaser Agreement.

9.5.2 Termination of the Framework Agreement under clause 9 will not affect the rights and obligations of the parties that have accrued up to the date of termination.

9.5.3 For the avoidance of doubt, termination or expiry of the Framework Agreement shall not in any way affect the Contractor's continuing liability to report and pay the Management Fee(s) owing to Local Buy in relation to any Purchaser Agreement(s) which continue beyond the termination of the Framework Agreement until such time as those Purchaser Agreement(s) are themselves terminated or expire.

### 9.6 Clauses which Survive Expiry or Termination

Clauses 1, 2.3, 5.5, 5.6, 5.7, 5.10, 7, 8.2, 9.5, 9.6, 11, 12 and 13 (inclusive), any provisions relating to warranties provided by the Contractor and any clause which provides so expressly or by necessary implication shall survive the expiry or termination of this Agreement.

## 10 DISPUTE RESOLUTION

### 10.1 Procedure for Resolving Dispute

10.1.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Agreement.

10.1.2 If a dispute arises between the parties which cannot be resolved at an operational level, either party may give written notice of the dispute to the other party (a "Dispute Notice"). A Dispute Notice must adequately identify and provide details of the dispute.

10.1.3 Following receipt of a Dispute Notice the following process shall be followed:

10.1.3.1 each party must submit the dispute to one of its senior officers who has not previously been involved in the dispute

("Negotiators") within three (3) Business Days of receipt of the Dispute Notice.

10.1.3.2 the Negotiators must confer as soon as practicable to resolve the dispute; and

10.1.3.3 if the Negotiators cannot resolve the dispute within fourteen (14) days of its reference to them (or such other time period as may be agreed between them), either party may submit the dispute to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation Rules (as updated). Mediation shall be effected by a mediator who shall be nominated by Local Buy and agreed to by the Contractor or failing agreement within seven (7) days, who shall be nominated by the Queensland chapter of the Resolution Institute. The costs of mediation shall be shared equally by the parties.

10.1.3.4 If the dispute is not settled within thirty (30) days of the submission to mediation (unless such period is extended by agreement of the parties), either party may issue proceedings in relation to the issues in dispute.

### 10.2 Continuing Obligations & Injunctive Relief

10.2.1 Notwithstanding the existence of a dispute each party must continue to perform its obligations under the Framework Agreement and each Purchaser Agreement except where such dispute relates to a genuine workplace health and safety issue.

10.2.2 Nothing in this clause 10 shall prejudice the right of a party to institute proceedings to enforce payment due under the Agreement or to seek injunctive or urgent interlocutory relief in respect of a dispute under this clause 10 or any matter arising under the Agreement.

## 11 CONFIDENTIALITY, INTELLECTUAL PROPERTY, PRIVACY & RIGHT TO INFORMATION

### 11.1 Confidentiality

11.1.1 Subject to clauses 11.1.2 and 11.1.4, neither party is to disclose any Confidential Information in connection with this Framework Agreement to any person other than the other party without first obtaining the written consent of the other party.

11.1.2 Either party may disclose the Confidential Information to its officers, employees and agents, professional advisors or a Purchaser (including a potential Purchaser) where the disclosure is necessary to carrying out their duties for the purposes of this Framework Agreement (including the reporting of sales information by the Contractor for the purposes of calculating the Management Fee).

11.1.3 Each party must ensure that the Confidential Information is used solely in connection with, or for the purposes of, the provision of Services or administering the Framework Agreement.

11.1.4 This clause 11.1does not affect either party's obligation to disclose any Confidential Information that is required to be disclosed by law (including for the avoidance of doubt under right to information legislation).

11.1.5 For the avoidance of doubt, the Contractor must not enter into any Purchaser Agreement which contains terms which restrict in any way the ability of the Contractor to supply reporting and other information required under the Framework Agreement to Local Buy.

11.1.6 The Contractor acknowledges and accepts, and will use all reasonable endeavours to ensure that the Contractor's Personnel are from the Commencement Date made aware on a regular basis when supplying the Services to Queensland local government Purchasers, that ss.199 and 200 of the Local Government Act 2009 (Qld) apply to both local government employees and contractors of a local government and provide criminal penalties for improper conduct and use of information.

**11.2 Intellectual Property**

11.2.1 Unless otherwise set out in the Specification, this Framework Agreement shall not affect the intellectual property rights of either party.

**11.3 Privacy**

11.3.1 Where the Contractor or its subcontractors have access to or are responsible for holding personal information, the Contractor must:

11.3.1.1 comply with all relevant information privacy legislation;

11.3.1.2 ensure that personal information is protected against loss, unauthorised access, use, modification or disclosure, and against other misuse;

11.3.1.3 not use personal information other than for the purpose of the Agreement, unless required or authorised by law;

11.3.1.4 not disclose the personal information without the written agreement of Local Buy, unless required or authorised by law;

11.3.1.5 ensure that its personnel do not access, use or disclose the personal information other than in the performance of their duties;

11.3.1.6 immediately notify Local Buy if it becomes aware that a disclosure of personal information is, or may be, required or authorised by law;

11.3.1.7 fully cooperate with Local Buy, to enable Local Buy to respond to applications for access to, or amendment of, a document containing an individual's personal information and to privacy complaints; and

11.3.1.8 comply with such other privacy and security requirements as Local Buy reasonably advises the Contractor from time to time.

11.3.2 Where Local Buy is not reasonably satisfied, on the basis of information provided to it by the Contractor, that proper practices are in place to ensure that the privacy and disclosure of information requirements for Personal Information are being observed and maintained, Local Buy may at any time require the Contractor to make its Suppliers and subcontractors aware of its obligations, in accordance with this clause 11.3 including, when requested by Local Buy, requiring any Supplier and/or subcontractor to promptly sign a privacy undertaking in a form approved by Local Buy.

11.3.3 The parties agree not to use or disclose any personal information other than for the purpose of discharging their obligations under this Agreement.

11.3.4 The parties agree to comply at all times with the relevant Privacy Legislation Privacy Principles.

**11.4 Right to Information**

11.4.1 The Contractor accepts and acknowledges that Local Buy may be subject to the provisions of right to information legislation and that information relating to the Request for Tender, Tender, this Framework Agreement, a Purchaser Agreement and an Order may be subject to disclosure to third parties.

11.4.2 The Contractor shall clearly label any information which it believes may cause harm if disclosed (for instance; trade secrets, confidential information, information with a commercial value) and provide the reasoning supporting its position prior to disclosing such information to Local Buy.

11.4.3 Notwithstanding clause 11.4.2 above, the Contractor accepts and acknowledges that Local Buy is unable to guarantee that any information provided by the Contractor to Local Buy will not be disclosed under the provisions of the right to information legislation.

11.4.4 The Contractor accepts and acknowledges that there is no obligation whatsoever on Local Buy to advise the Contractor of the receipt of a request for information, the decision made (or reasoning behind any such decision) or the details surrounding the release of any documents.

11.4.5 The Contractor acknowledges and accepts that there is no obligation whatsoever on Local Buy to advise the Contractor of the receipt of an RTI Act request for information, the decision made (or reasoning behind any such decision) or the details surrounding the release of any documents.

11.4.6 The Contractor acknowledges and accepts that Local Buy or a Purchaser may be required to publish certain information about the Contract or a relevant Purchaser Agreement in its public office or on a website (including for the avoidance of doubt the value of any purchases made).

11.4.7 The Contractor acknowledges and accepts that Local Buy discloses information relating to the Contractor (including for the avoidance of doubt, the Pricing Schedule) to Purchasers and prospective Purchasers.

11.4.8 While every care is taken to retain the integrity of the disclosure process, Local Buy accepts no liability whatsoever where any information or documentation supplied by the Contractor is disclosed in error or for the use made of the information or documentation by any Purchaser or prospective Purchaser.

## 12 NO LIABILITY

### 12.1 No Liability

12.1.1 The Contractor acknowledges and agrees that subject to clause 5.10.2, Local Buy is not liable to the Contractor for any loss, cost, expense or damage (including by way of a claim under contract, tort (including negligence) statute or otherwise) arising out of or in connection with this Framework Agreement except when Local Buy is acting in its own capacity as a Purchaser.

12.1.2 To the extent any liability of Local Buy cannot be excluded by law, and to the maximum extent permitted by law, Local Buy's liability under this Framework Agreement shall be limited to one hundred dollars ($100.00).

## 13 GENERAL

### 13.1 Amendment

This Framework Agreement may only be varied or replaced by a document duly executed by the parties.

### 13.2 Entire Understanding

This Framework Agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous deeds, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Framework Agreement and have no effect.

### 13.3 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Framework Agreement.

### 13.4 Force Majeure

13.4.1 A party will not be entitled to exercise its rights or remedies upon the default of another party to the Framework Agreement (whether at common law or pursuant to the Framework Agreement) if that default is caused by a Force Majeure Event.

13.4.2 Without limitation, where the Force Majeure Event continues for a period of more than thirty (30) days, either party may terminate the Framework Agreement by giving written notice to the other.

### 13.5 Subcontracting, Assignment and Novation

13.5.1 The Contractor must not assign, novate or sub-contract any of its rights or obligations under the Framework Agreement (either for the supply of the

Services or otherwise) without the prior written consent of Local Buy (which shall not be unreasonably withheld or delayed). Any consent given by Local Buy:

13.5.1.1 may be conditional;

13.5.1.2 require execution of a formal document;

13.5.1.3 in the case of assignment or novation, require payment to Local Buy of a two hundred and fifty dollar ($250) GST exclusive administration fee; and

13.5.1.4 will not, unless otherwise agreed, relieve the Contractor from any of its liabilities or obligations under the Framework Agreement or any Purchaser Agreement.

13.5.2 The Contractor must inform Local Buy promptly of any material change in control or structure. Where such change in control or structure results in a change of legal identity (for instance by way of acquisition, merger or the like), the new legal entity will be required to meet such eligibility requirements (based on the original Request for Tender requirements) as Local Buy may set prior to being allowed to supply the Services pursuant to the LGA Arrangement.

**13.6 Third Party Recruitment Suppliers**

13.6.1 The Contractor will comply with the requirements of section 3.6 of the Specification with respect to its Suppliers.

13.6.2 The Contractor must provide Local Buy and the Purchasers with pricing transparency in respect of its dealings with its Suppliers. The make-up of all rates including all margins, on-costs, base rates, loadings and the like shall be promptly provided to Local Buy or the relevant Purchaser on request.

13.6.3 The Contractor will continue to be bound by, and responsible for the performance of, the Framework Agreement and each Purchaser Agreement and will remain responsible for the acts and omissions of each Supplier as if such acts and omissions were those of the Contractor itself, notwithstanding that part or all of it may have been subcontracted.

13.6.4 The Contractor shall not permit a Supplier to supply any part of the Services until such time as a legally binding Supplier Agreement between the Contractor and the Supplier has been executed unless otherwise agreed in writing by the relevant Purchaser.

13.6.5 The Contractor shall consult in good faith with relevant Purchaser(s) before terminating a Supplier Agreement.

**13.7 Marketing and Promotion**

13.7.1 No information relating to the acceptance of any Tender or the provision of the Services under the Framework Agreement may be published in any advertising medium without the prior written approval of Local Buy. The

written approval must clearly indicate the precise material to which the information is to be provided.

13.7.2 The Contractor may only use Local Buy's logo in the Contractor's marketing strategy upon receipt of Local Buy's written confirmation to do so. Such use of Local Buy's logo shall be solely limited to the marketing of the Contractor's services as they apply to the provision of the Services and only for the Term.

13.7.3 The Contractor shall actively promote the supply of the Services under the Framework Agreement during the Term, and liaise with Local Buy to establish a marketing plan that ensures that the Contractor's marketing strategy is effective and consistent with Local Buy's marketing strategies.

13.7.4 The Contractor shall ensure that all information contained on Local Buy's website and Vendor Panel about their company and the Services is kept up to date at all times and advise Local Buy promptly when changes need to be made.

13.7.5 The Contractor shall make immediately available to a Purchaser or prospective Purchaser, detailed and suitable information, brochures and manuals regarding the Services under the Framework Agreement.

13.7.6 At the end of the Term, the Contractor shall remove all references to the Framework Agreement and Local Buy from its marketing materials (including its website).

**13.8 Financial Viability**

13.8.1 The Contractor shall advise Local Buy immediately if the Contractor's (or any of the Contractor's Suppliers, sub-contractors or agents engaged in supplying the Services) financial viability is compromised to the extent that the compromise could reasonably be considered to be a risk to the provision of the Services in accordance with the terms and conditions of this Framework Agreement or any Purchaser Agreement.

13.8.2 The Contractor shall provide Local Buy with audited financial statements and/or a current original signed letter from a qualified accountant addressed to Local Buy which details and explains the current and prospective financial viability of the Contractor, within fourteen (14) Business Days of the date of issue of written request from Local Buy. This requirement shall not apply to publicly listed companies.

13.8.3 Where Local Buy has reasonably held concerns about the financial viability of the Contractor, Local Buy shall be entitled to Suspend the Contractor in accordance with clause 4.3.

**13.9 Notices**

13.9.1 Notices under the Framework Agreement may be delivered by pre-paid postage or certified mail, by hand, by facsimile transmission or by email.

13.9.2 Notices are deemed to be given:

13.9.2.1 Five (5) Business Days after deposit in the mail with postage pre-paid or certified;

13.9.2.2 when delivered by hand;

13.9.2.3 if sent by facsimile, upon completion as evidenced by a facsimile transmission record;

13.9.2.4 if sent by email, on the following Business Day or if and when the recipient confirms that the notice has been read. Where an "out of office" or undeliverable message is received in response to an email notice, the notice will be deemed not to have been delivered unless a reply to the contrary is received from the receiving party.

13.9.3 The addresses for service of notices are the addresses as shown in this Agreement.

13.9.4 A party may change its address for service of notices by giving written notice to the other party to the Agreement.

**13.10 Provider Transition**

In the event that a Purchaser changes its provider of the Services, and this change of providers involves the transfer of infrastructure or information to occur between a previous provider and the Contractor or the Contractor and a new provider, the Contractor shall at no additional cost to the Purchaser do all things reasonably within its power to ensure the transition is efficient, orderly, prompt and timely.

**13.11 Meetings, Reporting and Feedback**

13.11.1 The Contractor shall at no extra cost supply such reports and attend such meetings as are reasonably requested by Local Buy from time to time.

13.11.2 When a Purchaser conveys a complaint or conveys comments to Local Buy which could be reasonably taken to indicate that the Contractor is not compliant with the terms and conditions of the Framework Agreement or any Purchaser Agreement, Local Buy shall seek feedback by making enquiries of any persons for the purpose of becoming more and suitably informed of the nature of such feedback.

13.11.3 At any instance where Local Buy issues written advice to a Contractor where the word "Feedback" appears in the subject heading of the written correspondence, within one (1) Business Day of the issue date of the said correspondence, the contractor shall acknowledge receipt and within three (3) Business Days (or such other longer timeframe specified by Local Buy) shall:

13.11.3.1 provide a reasonable and suitably detailed response to the written advice to Local Buy, and

13.11.3.2 take all reasonable steps to resolve the matter in absolute compliance with the Framework Agreement and relevant Purchaser Agreement.

13.11.4 The Contractor must maintain a current register of complaints received from the Purchaser and record actions taken to resolve the complaint. This register must be made available to Local Buy upon request.

13.11.5 Where in Local Buy's reasonable opinion the response or the steps taken to resolve a matter referred to in clause 13.11.3 by the Contractor are insufficient or not undertaken at all Local Buy may at its discretion Suspend the Contractor pursuant to clause 4.3 until such time as the matter has been resolved to Local Buy's satisfaction or immediately terminate the Framework Agreement.

**13.12 Legal Costs and Expenses**

Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this Framework Agreement and other documents referred to in it, unless expressly stated otherwise.

**13.13 GST**

13.13.1 In this clause 13.13 words that are defined in the GST Act have the same meaning as their definition in the GST Act unless the context indicates otherwise.

13.13.2 Except as otherwise provided by this clause, all consideration payable under this Framework Agreement and any Purchaser Agreement in relation to any supply is exclusive of GST.

13.13.3 If GST is payable in respect of any supply made by the Contractor under this Agreement, subject to clause 13.13.4 the relevant Purchaser will pay to the Contractor an amount equal to the GST payable on the supply at the same time and in the same manner as the Consideration for the supply is to be provided under this Framework Agreement.

13.13.4 The Contractor must provide a valid tax invoice which permits the relevant Purchaser to claim an input tax credit before the Contractor will be entitled to payment of the GST payable under clause 13.13.3.

**13.14 Stamp Duty**

The Contractor must pay all stamp duty (including all fines and penalties except those arising from the default of another party) on this Framework Agreement and any document executed under it.

**13.15 Waiver and Exercise of Rights**

13.15.1 A term of this Framework Agreement will only be waived or deemed waived, by notice in writing by the party waiving the right.

13.15.2 A single or partial exercise or waiver of a right relating to this Framework Agreement does not prevent any other exercise of that right or the exercise of any other right.

13.15.3 No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### 13.16 Survival of Indemnities

Each indemnity in this Framework Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives the expiry or termination of this Framework Agreement.

### 13.17 Enforcement of Indemnities

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Framework Agreement.

### 13.18 No Merger

The warranties, undertakings, deeds and continuing obligations in this Framework Agreement do not merge on completion.

### 13.19 Negation of Employment Agency

13.19.1 The Contractor must not represent itself or allow itself to be represented as being an employee or agent of Local Buy or any Purchaser.

13.19.2 The Contractor will not, by virtue of the Framework Agreement, be or become an employee or agent of Local Buy or any Purchaser.

13.19.3 Nothing in this Framework Agreement is to be taken or construed as creating the relationship of a partnership, joint venture or principal and agent, between any of the parties to the Framework Agreement.

### 13.20 Workplace Health and Safety

13.20.1 The Contractor shall, and shall ensure that the Suppliers as employers of the temporary staff, comply with the Purchaser Agreement and any Purchaser requirements with respect to workplace health and safety (including for the avoidance of doubt, induction training of Temporary Staff).

13.20.2 Without limiting in any way the generality of the foregoing, the Contractor agrees to comply with the provisions of State and Commonwealth workplace health, safety and welfare legislation and all associated regulations (as amended from time to time) and will take all reasonable steps to ensure that its own Suppliers, agents, sub-contractors and employees comply with the relevant legislation and all regulations, improvement notices, prohibition notices and codes of practice having application to the Framework Agreement or any Purchaser Agreement.

13.20.3 The Contractor agrees to promptly provide evidence to Local Buy of its compliance with this clause 13.20 on request (including for the avoidance of doubt, evidence of any policies, plans, procedures, handbooks, training materials, licences, logbooks, qualifications, relating to workplace health and safety that Local Buy may from time to time request).

13.20.4 The Contractor must, when using any premises or facilities of Local Buy or any Purchaser, comply with all reasonable directions and procedures as notified by Local Buy or the relevant Purchaser, including those relating to security and workplace health and safety which are in effect at the premises or facility.

**13.21 Governing Law and Jurisdiction**

13.21.1 This Framework Agreement is governed by the law in Queensland.

13.21.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in Queensland.

**13.22 Electronic Execution**

13.22.1 For the purposes of the *Electronic Transaction (Queensland) Act 2001*, the Contractor acknowledges and confirm that:

13.22.1.1 its supply of email details for its authorised signatories constitutes consent to the use of electronic signatures for the execution of this Agreement; and

13.22.1.2 the email addresses that the Contractor has supplied are secure and only accessible in the normal course of operations by the authorised signatories nominated.

**EXECUTED** by the parties' duly authorised representatives:

| | |
|---|---|
| **Comensura Pty Ltd (ACN: 120 725 902)** | |
| Signature of Managing Director: | **Signature:** Mark Coyle (May 3, 2017)<br>**Email:** mark.coyle@comensura.com.au |
| Signature of Company Secretary: | **Signature:** Rebecca Watson (May 3, 2017)<br>**Email:** Rebecca.Watson@impellam.com |
| **Local Buy Pty Ltd (ACN: 090 446 487)** | |
| Signature of CEO: | **Signature:** Tim Rose (May 3, 2017)<br>**Email:** trose@localbuy.net.au |

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# Schedule A

**Agreement Details**

| | |
|---|---|
| **Item 1** | **Contract Number:** BUS 259-0816(A) |
| **Item 2** | **Commencement Date:** 3rd May 2017. |
| **Item 3** | **Expiry Date:** Three (3) years from the Commencement Date. |
| **Item 4** | **Extension Period:** Two (2) periods of up to twenty-four (24) months each. |
| **Item 5** | **Minimum Insurance Levels:**<br>(a) Public Liability Insurance: Twenty million dollars ($20,000,000)<br>(b) Products Liability Insurance: Twenty million dollars ($20,000,000)<br>(c) Professional Indemnity Insurance: Twenty million dollars ($20,000,000)<br>(d) Statutory Workcover Insurance |
| **Item 6** | **Management Rebate:** 1%<br>***Example Calculation of the Management Fee:***<br>▪ *In the first quarter the Contractor raises a total of eight (8) tax invoices each with a total value of five thousand dollars ($5,000.00) exclusive of GST.*<br>▪ *8 x $5,000.00 = $40,000.00 x 1% = $400 in Management Fees owed by the Contractor to Local Buy for the first quarter.* |
| **Item 7** | **Annual Administration Fee:** $660 (incl GST) |
| **Item 8** | **Pricing Schedule Fixed Fee Period:** 3 years |
| **Item 9** | **Category Manager:** Aileen Carrol, Category Manager – Commodities & Consultancy Services |
| **Item 10** | **'Purchaser Conditions'** means: |

| | |
|---|---|
| | 1. The Purchaser Conditions set out in Schedule D of the Framework Agreement; or<br>2. Such other alternative purchaser conditions of contract approved by Local Buy's Category Manager from time to time in writing (but only where both the Purchaser and Contractor consent to the use of such other Local Buy approved conditions). |
| **Item 11** | **Reporting Period:**<br>1st Quarter – 1 January to 31 March<br>2nd Quarter – 1 April to 30 June<br>3rd Quarter – 1 July to 30 September<br>4th Quarter – 1 October to 31 December<br>**(Subject to change by Local Buy)** |

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# Schedule B

**Price Schedule**

**A. Temporary Staff Rates**

**(i) PAYE Rates**

| Job Category | Superannuation | Work Cover | Supplier Markup PAYE | Comensura Fee | Local Buy Fee | Charge to Council inclusive of all fees (PAYG) |
|---|---|---|---|---|---|---|
| Aged Care - Office Based | 9.50% | 1.48% | 29.03% | 3.00% | 1.00% | 44.00% |
| Apprenticeship | 9.50% | 3.38% | 29.12% | 3.00% | 1.00% | 46.00% |
| Catering & Hospitality | 9.50% | 2.57% | 17.93% | 3.00% | 1.00% | 34.00% |
| Childcare | 9.50% | 1.48% | 34.03% | 3.00% | 1.00% | 49.00% |
| Community Care | 9.50% | 1.48% | 33.03% | 3.00% | 1.00% | 48.00% |
| Customer Services | 9.50% | 1.48% | 16.53% | 3.00% | 1.00% | 31.50% |
| Driving | 9.50% | 3.38% | 14.62% | 3.00% | 1.00% | 31.50% |
| Facilities Management/Building Services | 9.50% | 1.48% | 18.53% | 3.00% | 1.00% | 33.50% |
| Finance | 9.50% | 1.48% | 15.53% | 3.00% | 1.00% | 30.50% |
| General Industrial | 9.50% | 4.23% | 13.77% | 3.00% | 1.00% | 31.50% |
| Healthcare | 9.50% | 1.48% | 28.53% | 3.00% | 1.00% | 43.50% |
| Human Resources | 9.50% | 1.48% | 15.53% | 3.00% | 1.00% | 30.50% |
| Information Technology | 9.50% | 1.48% | 14.03% | 3.00% | 1.00% | 29.00% |
| Information Technology - Records Management | 9.50% | 1.48% | 14.03% | 3.00% | 1.00% | 29.00% |
| Leisure | 9.50% | 1.48% | 25.03% | 3.00% | 1.00% | 40.00% |
| Libraries | 9.50% | 1.48% | 19.03% | 3.00% | 1.00% | 34.00% |
| Parking and Traffic | 9.50% | 1.48% | 16.53% | 3.00% | 1.00% | 31.50% |
| Procurement/Logistics/Supply Chain | 9.50% | 1.48% | 18.53% | 3.00% | 1.00% | 33.50% |
| Sales and Marketing | 9.50% | 1.48% | 20.53% | 3.00% | 1.00% | 35.50% |
| School Crossings | 9.50% | 1.48% | 23.03% | 3.00% | 1.00% | 38.00% |
| Secretarial and Administration | 9.50% | 1.48% | 14.53% | 3.00% | 1.00% | 29.50% |
| Social Diversity | 9.50% | 1.48% | 20.53% | 3.00% | 1.00% | 35.50% |
| Statutory Laws | 9.50% | 1.48% | 16.53% | 3.00% | 1.00% | 31.50% |
| Tree Lopping & Arborist Services | 9.50% | 9.09% | 21.41% | 3.00% | 1.00% | 44.00% |
| Trainees | 9.50% | 1.48% | 27.03% | 3.00% | 1.00% | 42.00% |

**(ii) LTD Rates**

| Job Category | Work Cover | Supplier Markup (LTD) | Comensura Fee | Local Buy Fee | Charge to Council inclusive of all fees (LTD) |
|---|---|---|---|---|---|
| Aged Care - Office Based | 1.48% | 29.03% | 3.00% | 1.00% | 34.50% |
| Apprenticeship | 3.38% | 29.12% | 3.00% | 1.00% | 36.50% |
| Catering & Hospitality | 2.57% | 17.93% | 3.00% | 1.00% | 24.50% |
| Childcare | 1.48% | 34.03% | 3.00% | 1.00% | 39.50% |
| Community Care | 1.48% | 33.03% | 3.00% | 1.00% | 38.50% |
| Customer Services | 1.48% | 16.53% | 3.00% | 1.00% | 22.00% |
| Driving | 3.38% | 14.62% | 3.00% | 1.00% | 22.00% |
| Facilities Management/Building Services | 1.48% | 18.53% | 3.00% | 1.00% | 24.00% |
| Finance | 1.48% | 15.53% | 3.00% | 1.00% | 21.00% |
| General Industrial | 4.23% | 13.77% | 3.00% | 1.00% | 22.00% |
| Healthcare | 1.48% | 28.53% | 3.00% | 1.00% | 34.00% |
| Human Resources | 1.48% | 15.53% | 3.00% | 1.00% | 21.00% |
| Information Technology | 1.48% | 14.03% | 3.00% | 1.00% | 19.50% |
| Information Technology - Records Management | 1.48% | 14.03% | 3.00% | 1.00% | 19.50% |
| Leisure | 1.48% | 25.03% | 3.00% | 1.00% | 30.50% |
| Libraries | 1.48% | 19.03% | 3.00% | 1.00% | 24.50% |
| Parking and Traffic | 1.48% | 16.53% | 3.00% | 1.00% | 22.00% |
| Procurement/Logistics/Supply Chain | 1.48% | 18.53% | 3.00% | 1.00% | 24.00% |
| Sales and Marketing | 1.48% | 20.53% | 3.00% | 1.00% | 26.00% |
| School Crossings | 1.48% | 23.03% | 3.00% | 1.00% | 28.50% |
| Secretarial and Administration | 1.48% | 14.53% | 3.00% | 1.00% | 20.00% |
| Social Diversity | 1.48% | 20.53% | 3.00% | 1.00% | 26.00% |
| Statutory Laws | 1.48% | 16.53% | 3.00% | 1.00% | 22.00% |
| Tree Lopping & Arborist Services | 9.09% | 21.41% | 3.00% | 1.00% | 34.50% |
| Trainees | 1.48% | 27.03% | 3.00% | 1.00% | 32.50% |

## (iii) Temporary to Permanent

**Item 5 (Clause 6.5)**

The transition Fee will be determined according to the following scale across all job titles/job categories, with the exception of Children's, School Crossing Supervisors and Library Shelvers. Temp to Perm fee is based on the Full time or Part Time salary with the client plus Superannuation

| Period | Percentage of Salary |
|---|---|
| 0 – 190 Hours | 15% |
| 191 - 304 hours | 9.75% |
| 305 – 532 hours | 5.25% |
| 533 + | 0% |

**Temp to Perm table for School Crossing Supervisors**

| Period | Percentage of Salary |
|---|---|
| 0 – 100 hours | 15% |
| 101 – 160 hours | 9.75% |
| 161 – 250 hours | 5.25% |
| 251 hours | 0% |

**Temp to Perm Table for Library Shelvers**

| Period | Percentage of Salary |
|---|---|
| 0 – 150 hours | 15% |
| 151 – 200 hours | 9.75% |
| 201 – 250 hours | 5.25% |
| 251 hours | 0% |

**Temp to Perm Table for Children's**

| Period worked | Percentage of salary |
|---|---|
| 0 – 190 hours | 15% |
| 191 – 304 hours | 9.75% |
| 305 – 494 hours | 5.25% |
| 495 hours + | 0% |

**Temp to Perm Table for Apprentices and Trainees**

| Period worked | Percentage of salary |
|---|---|
| For the length of the placement | $2,500.00 |

**B. Contractor Third Party Recruitment Supplier Pricing Methodology**

# Comensura Response to Pricing Methodology

## Negotiated margins with Third Party Recruitment Suppliers

*Please provide your organisation's methodologies and processes around establishing negotiated margins with Third Party Recruitment Suppliers.*

We are able to procure staffing services at a much more favourable rate than that which can be achieved through a single procurement exercise, on the basis that we leverage our total spend under management $900m as part of the negotiation process and reduce agency cost of sale.

This approach has been designed to ensure that our suppliers receive a fair and proportionate return on investment and to ensure that our customers receive a broad range of quality candidate's at the most competitive prices.

We work closely with agencies to ensure that their delivery model is aligned to the requirements of our service; this ensures that we reduce supplier cost of sale to offset reduced margins, therefore profitability remains in line with higher margin spot business.

This is achieved principally in five areas:

- Orders are distributed automatically in skill category tiers, therefore negating the need for an agency to sell their services. To provide perspective, some national agencies are targeted on up to 50 new business calls per day – therefore removal of this need reduces supplier cost of sale by up to 75%.
- Suppliers operate on a level playing field and have significant potential to increase market share.

We leverage $900m of customer spends under management when negotiating rates and we offer no conflict of interest as we do not attempt to supply from our own sources.

- We pay suppliers within 30 days for all public customers. This significantly reduces our suppliers cost of borrowing, which is particularly important given the common use of factoring agencies by SME's to manage their cash-flow.
- We also have an excellent credit rating, which enables our suppliers to borrow safely and for reasonable sums.

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### 1. Market Conditions

As the economy is now recovering there is greater competition for skilled agency workers in certain job categories. In areas such as Aborists there are national shortages of workers who have the experience and capability to manage required workloads.

Wherever possible we have adopted non-price based strategies to maintain supply levels but have recognised in our agency fees the competition for more experienced workers. Our strategy is therefore to ensure that fulfilment continues to stay on contract in our accounts.

### 2. Passing Further Reductions Back to the Customer

Agency fees per job category are listed in our customer contracts for each call off: where further reductions in agency fee are achieved we will brief the customer fully prior to the re-procurement exercise, provide reporting on the outcomes of re-procurement, and arrange for the customer contract to be amended to reflect the new fees per job category. All additional savings from agency fee re-procurement will be passed back to the customer as agreed.

Having worked closely with local councils as a managed service provider over the last 10 years we have seen significant changes in both the economy and the needs of councils, and as such have evolved our model to accommodate these changes.

Comensura recognise that it is imperative for us to continue to forge strong relationships with our supply partners. As such we have started to optimise our relationships with key suppliers to provide them with volume opportunities so that we secure their commitment to providing our customers with high quality workers.

At an operational level, the one-size fits all approach is no longer sustainable. This was taken into consideration when we started to rebuild our technology system c.net5 in 2013 which has been tailored to suit differing hiring communities.

### 3. Proposed Supply Management Structure

Local authorities have inherently complex and diverse requirements for temporary staff to support the needs of hiring managers across different departments.

As the market leading provider of neutral vendor managed services to councils (by volume of customers managed and spend under management) for the last 10 years we are acutely aware of the need to provide our customers with access to specialist suppliers with detailed knowledge of their, locality, supply category and the capacity to meet 100% of requirements.

We have no obligation to use any particular supplier and can therefore be completely objective in our approach to appointing suppliers. All temporary workers supplied will be through third party suppliers.

For all suppliers that we manage, we adopt the following principles to secure their continued support:

- Maintaining fair and regular payment terms
- Offering opportunities for them to grow their business through our customer base
- Reducing their cost of sale
- Giving them a voice, through meetings with our Relationship Managers and regular verbal contact with ourselves.

One of our core business objectives is ‘To be recognised as the managed service provider of choice by suppliers, for our processes, systems and people’.

We recognise the challenges faced by hiring managers and therefore would structure our supply chain to address the issues that hiring managers currently face:

- Improving the availability of agency workers generally and locally
- Improving the availability of workers with niche skills to meet niche role
- requirements Improving the speed of response from the supply chain.

We will present each customer using the framework with the option of maintaining its existing supplier base and/or adopting tried and trusted suppliers that we work with elsewhere.

We have developed a customer annual health-check process which will be deployed for the Local Buy framework to enable us to formally review current process and procedures and to identify any enhancements, and discuss workforce planning / demand management opportunities across the framework a whole and this will be a key feature of our approach to the supplier management model that is adopted.

Whilst matters of this nature have historically been discussed at our management review meetings on an ad hoc basis, the health-check review is designed to prompt the discussion at regular intervals.

Customer feedback in this area will also support operational efficiency and be actively managed by the Comensura Relationship and Account Management teams.

# Schedule C

**Purchasers:**

**Queensland**

- Local Buy acting in its own capacity.
- LGAQ (and any related company).
- Queensland local governments (including Brisbane City Council).
- Queensland community councils.
- Queensland Regional Organisation of Councils (ROCS).
- Queensland statutory authorities and bodies.
- Queensland water authorities.
- Queensland ports.
- Queensland state government departments and agencies.
- Queensland government owned corporations.
- Queensland based charity and not-for-profit organisations.

And any other organisation that may reasonably be considered as a Queensland public sector, statutory, government or government-related body or which otherwise has a public function.

**Other State Local Governments**

- Other State local governments where compliance with their procurement obligations has been met and subject to agreement by the Consultant.

**Miscellaneous**

- Any other organisation with a public function or which is not-for-profit subject to compliance with its procurement obligations.

- Any other organisation without a public function subject to agreement by Local Buy and the Consultant.

# Schedule D

**Purchaser Conditions of Contract**

1. **Interpretation**

1.1 Except as follows, the definitions and rules of interpretation in the Framework Agreement apply to each Purchaser Agreement.

1.2 Reference to a condition is a reference to a condition in this Purchaser Agreement unless otherwise indicated. Reference to a clause is a reference to a clause in the Framework Agreement unless otherwise indicated.

1.3 Reference to a Schedule refers to a Schedule to the Framework Agreement.

2. **Formation of Purchaser Agreement, Commencement and Term**

2.1 The contract between the Purchaser and the Contractor formed by the process contemplated in the Framework Agreement comprises these Purchaser Conditions of Contract, the Purchaser Agreement Memorandum and accepted Orders (together the **Purchaser Agreement**). To the extent of any inconsistency, these terms and conditions take precedence.

2.2 A Purchaser Agreement commences on the date set out in the Purchaser Agreement Memorandum and continues in force until the day of expiry, taking account of any extensions, in accordance with the Purchaser Agreement Memorandum, unless terminated earlier in accordance with the provisions of the relevant Purchaser Agreement.

3. **Entire Agreement**

3.1 The Purchaser Agreement contains the only terms that apply to a Purchaser's purchase of Services.

3.2 A Purchaser will not be bound by any other terms of the Contractor, even if a Purchaser has signed an invoice or similar document which incorporates additional terms.

4. **Incorporation of Schedules**

4.1 The Purchaser and the Contractor agree that Schedule B (**Price Schedule**), Schedule D (**Purchaser Conditions of Contract**) and Schedule E (**Specification**) of the Framework Agreement, as amended from time to time in accordance with the provisions of the Framework Agreement, are incorporated by reference into this Purchaser Agreement as if they are set out in this Purchaser Agreement.

4.2 The Contractor must notify the Purchaser of any amendments that may be made from time to time to the Schedules.

5. **Ordering Process**

5.1 Submitting Orders

5.1.1 A Purchaser may submit an Order request with the Contractor at any time during the term of the relevant Purchaser Agreement in accordance with the provisions set out in the Framework Agreement (including the Purchaser Agreement and Specification).

5.1.2 The Contractor must process the Order in accordance with the provisions set out in the Framework Agreement (including the Purchaser Agreement and Specification).

5.1.3 Any free services which the Contractor offers to supply as part of the Order, additional to those specified and which the Purchaser accepts, shall be carried out in accordance with the details supplied by the Contractor at the time and place approved by the Purchaser.

5.2 Orders – General

5.2.1 Each Order placed by a Purchaser with the Contractor shall incorporate (and any inconsistency or ambiguity shall be resolved in the following order of precedence - listed in order of descending importance):

5.2.1.1 the Purchaser Agreement (including the Purchaser Conditions of Contract);
5.2.1.2 the requirements of the Order; and
5.2.1.3 the Contractor's response; and
5.2.1.4 the Specification.

5.2.2 Where the Contractor receives an Order from a person other than a notified Ordering Manager or which does not list Local Buy's relevant Contract Number, the Contractor must:

5.2.2.1 not supply the Services identified in the Order; and
5.2.2.2 refer the Order to the relevant Ordering Manager.

5.2.3 Subject to clauses 5.2.5, 5.2.6 and 5.2.7, a Purchaser may include special conditions in any Order which add to the Purchaser Agreement. These special conditions will only be valid should both the Purchaser and Contractor agree to them. For the avoidance of doubt, the Contractor shall be deemed to have agreed to such special conditions where the special conditions are clearly set out in an Order (or associated information) issued by the Purchaser and the Contractor commences provision of the Services pursuant to a resulting Order.

5.2.4 Where the special conditions are likely to constitute a material change to the Purchaser Agreement (determined by the parties acting reasonably and in good faith), the parties must seek the approval of Local Buy prior to the Order being accepted.

5.2.5 If on review of the special conditions Local Buy finds that the special conditions of an Order substantially conflict with the terms and conditions of the Framework Agreement or the Purchaser Agreement, Local Buy shall consult the Purchaser and Contractor to resolve the matter.

5.2.6 If the matter cannot be resolved as set out above, Local Buy may deem the relevant Order as being non-compliant with the terms of the Framework Agreement.

5.2.7 For the avoidance of doubt, Local Buy may request a copy of any Order (or associated information) from either party at any time and the party to whom the request is directed shall provide Local Buy with such documentation or information within seven (7) days of the request (or such other time period as may be agreed between Local Buy and the relevant party).

## 6. Price

6.1 All Services are to be supplied in accordance with the Price Schedule (which may be amended in accordance with the Framework Agreement from time to time).

6.2 The Contractor must ensure that all invoices rendered to a Purchaser under the Purchaser Agreement are in a format that identifies any GST paid, and which permits the relevant Purchaser to claim an input tax credit. However, this condition 6.2 does not apply if the supply of the Services is not a taxable supply.

## 7. Supply of Services

7.1 The Contractor must supply the Services to a Purchaser in the manner, and at the time, specified in the Order. The Services must:

7.1.1 be fit for the purpose for which the Services are intended to be used by a Purchaser; and

7.1.2 comply with the requirements of the Order and Specification.

7.2 The Contractor must supply all personnel and equipment necessary for the proper supply or performance of the Services.

7.3 The Contractor warrants that it has the necessary skills and expertise to be able to competently supply the Services.

7.4 The Contractor must:

7.4.1 engage and retain personnel who are able to competently provide the Services; and

7.4.2 ensure that all personnel engaged in the supply of the Services have the skills, experience, licences and qualifications necessary to supply the Services.

7.5 Upon it becoming evident to the Contractor that the supply of the Services is likely to be delayed, the Contractor must promptly notify the Purchaser in writing. Such notification shall not release the Contractor from its obligation to supply the Services by the time specified in the Order (subject to the delay being caused by a force majeure event).

7.6 The Contractor shall not be entitled to any increase in the Contract Price or damages, costs or expenses in connection with any delay unless the delay has been caused, or contributed to, by the Purchaser.

7.7 The Contractor and Contractor's Personnel must, when attending any premises or facilities of the Purchaser, comply with all reasonable directions and procedures as notified by the Purchaser, including those relating to security and work health and safety.

## 8. Conflict of Interest

8.1 The Contractor warrants that, to the best of its knowledge, no conflict of interest of the Contractor, the Contractor's Personnel, Suppliers, agents or subcontractors exists or is likely to arise in the performance of its obligations under the Purchaser Agreement.

8.2 The Contractor must:

8.2.1 notify in writing, and consult with, the Purchaser immediately upon becoming aware of the existence or possibility of a conflict of interest; and

8.2.2 comply with any direction given by the Purchaser in relation to those circumstances directed at managing that conflict of interest, mitigating its effects or preventing its recurrence.

8.3 For the purposes of this clause, "conflict of interest" includes engaging in any activity, or obtaining any interest, likely to conflict with the performance by the Contractor of, or to restrict the Contractor in performing, its obligations under the Purchaser Agreement.

8.4 The Purchaser may cancel any Order or terminate the Purchaser Agreement if in its view (acting reasonably) a conflict of interest exists.

9. **Warranties**

9.1 The Contractor warrants to a Purchaser that:

9.1.1 to the extent specified in the Order, an attachment or other formal communication, the Contractor is aware of the requirements of a Purchaser, concerning the nature and quality of the Services, the purpose for which the Services are required or the result that a Purchaser desires the Services to achieve, and that a Purchaser is relying upon the Contractor's skill and judgement in provision of the Services, and

9.1.2 conditions and warranties implied by operation of law (including by the *Competition and Consumer Act 2010* (Cth)) relevant to the supply of the Services under the Purchaser Agreement apply and the protections provided to the Purchaser by those conditions and warranties cannot be derogated from or diminished by the Contractor.

10. **Indemnities**

10.1 The Contractor is liable for and indemnifies and must keep indemnified, the Purchaser and its officers, employees and agents against any claim, loss or expense (including a claim, loss or expense arising out of personal injury, death or damage to property) which any of them suffers, incurs or is liable for (including reasonable legal costs on a solicitor and client basis) (together the Losses) as a result of:

10.1.1 the defective or negligent supply or non-supply of any Services; or

10.1.2 any unlawful, negligent, reckless or deliberately wrongful act or omission of the Contractor (or the Contractor's Personnel, Suppliers, agents or subcontractors or their employees) in the performance of the Purchaser Agreement; or

10.1.3 infringement of any third party Intellectual Property Rights in respect of the provision of the Services or anything used or supplied by the Contractor in connection with the Services; or

10.1.4 any breach by the Contractor of the Purchaser Agreement or the Framework Agreement.

10.2 The Contractor's liability in respect of the indemnity given under this condition shall be reduced proportionately to the extent that any breach of the Purchaser Agreement by the Purchaser, its officers, employees or agents caused or contributed to the Losses.

10.3 The Contractor will not be liable for any special, indirect or incidental damage arising out of or in connection with this Purchaser Agreement.

11. **Variation or Cancellation of Order**

11.1 A Purchaser is entitled to vary or cancel an Order at any time before the Services are delivered. If this occurs, the Contractor must take all necessary steps to mitigate any losses which it may suffer as a result of the cancellation.

12. **Rejection of Services**

12.1 A Purchaser may reject any of the Services which do not comply in all respects with this Purchaser Agreement. The Contractor will be given reasonable opportunity to rectify the rejected Services.

12.2 Where reasonable opportunity has been provided to rectify the Services, but they remain unacceptable, the Purchaser may cancel the relevant Order even if only a portion of those Services do not comply in all respects with this Purchaser Agreement.

12.3 A Purchaser is not required to make payment for any rejected Services until rectified. The Contractor must pay a Purchaser for all reasonable direct costs incurred as a result of the rejected Services.

13. **Insurance**

13.1 The Contractor must maintain the levels of insurance set out in the Framework Agreement and provide within three (3) Business Days of a Purchaser's requires a copy of any certificate of currency.

13.2 The Purchaser may immediate suspend any Order or the Purchaser Agreement where it believes (acting reasonably) that the Contractor does not hold the requisite insurance.

13.3 The parties may agree to higher levels of insurance or additional insurance types where a particular project requires it.

13.4 The Contractor must inform the relevant Purchaser in writing of any claim or of the occurrence of any event that may give rise to a claim under any policy of insurance related to the delivery of the Services or which may have a material effect on the delivery of the Services within seven (7) days thereof and must ensure that Council is kept fully informed of subsequent actions and developments concerning the event or claim.

14. **Payments**

14.1 Subject to the Purchaser's confirmation that:

14.1.1 the Services supplied by the Contractor comply with the relevant Order and the Specification; and

14.1.2 the Services supplied by the Contractor are complete; and

14.1.3 the Contractor's invoice is in accordance with the Purchaser Agreement,

the Purchaser must pay the amount due to the Contractor within thirty (30) days of receipt of a correctly rendered tax invoice (or such other period as may be mutually agreed in writing between the parties).

14.2 Upon receipt of an invoice, the Purchaser may require the Contractor to provide additional information to assist the Purchaser to determine whether or not an amount is payable.

14.3 A correctly rendered tax invoice must:

14.3.1 identify the Services the subject of the tax invoice;

14.3.2 specify the title of the Purchaser Agreement;

14.3.3 specify the contract number allocated to the Purchaser Agreement by Local Buy as well as any other number the Purchaser may specify in writing to the Contractor for the purposes of the Purchaser Agreement (if any);

14.3.4 where Services are charged on a time basis, be supported by records of time spent by the Temporary Staff on the Services, verified by the Purchaser;

14.3.5 specify details of the Order;

14.3.6 provide sufficient detail to enable the Purchaser to assess progress against targets (if any) set out in the Order;

14.3.7 specify the Australian Business Number of the Contractor;

14.3.8 specify the address for payment of the Contractor;

14.3.9 specify the date of supply of the Services identified in the invoice;

14.3.10 specify the Contractor's invoice number and invoice date;

14.3.11 specify the Contract Price payable by the Purchaser and particulars of any GST payable in respect of the Contract Price; and

14.3.12 otherwise comply with the requirements of a tax invoice for the purposes of the GST Act.

14.4 If the Purchaser pays an invoiced amount to the Contractor, and it is subsequently found not to have been a correctly rendered tax invoice, the Purchaser may deduct any overpaid amount owed to the Purchaser from the next invoiced payment or, if no other payment is due to the Contractor pursuant to the Purchaser Agreement, recover the amount from the Contractor as a debt due and payable to the Purchaser.

14.5 Payment of money to the Contractor does not constitute an admission by the Purchaser that Services have been supplied in accordance with the Purchaser Agreement.

14.6 Payment shall include credit by way of set off.

14.7 Failure by the Purchaser to pay the amount payable by the due time will not be grounds to invalidate or avoid the Purchaser Agreement.

14.8 The Contractor shall not be entitled to any interest or charge for extending credit or allowing time for the payment of the Contract Price unless otherwise provided in the Order.

14.9 The Purchaser may deduct from moneys due to the Contractor under the Purchaser Agreement or on any other account, any moneys due from the Contractor to the Purchaser, and if those moneys are insufficient, the Purchaser may have recourse to any security held by the Purchaser under the Purchaser Agreement. Nothing in this Clause shall affect the right of the Purchaser to recover from the Contractor any moneys due from the Contractor to the Purchaser or any balance that remains owing after the deduction of moneys due from the Contractor to the Purchaser.

14.10 If the Contractor complies with its obligations under this Purchaser Agreement, a Purchaser must make the payments duly invoiced to a Purchaser by a Contractor in relation to the provision of the Services at Prices in accordance with the Price Schedule.

## 15. **Termination**

15.1 A Purchaser may terminate the Purchaser Agreement or any Order:

15.1.1 if the Framework Agreement is terminated or expires; or

15.1.2 if the Services or any part of the Services are not delivered or provided within the time specified in an Order; or

15.1.3 if the Contractor does not comply with a material term of the Purchaser Agreement and, the breach is not able to be remedied; or

15.1.4 if the Contractor does not comply with a material term of this Purchaser Agreement and, where the breach is able to be remedied, does not remedy it within 30 days of receiving notice to do so from the Purchaser; or

15.1.5 if the Contractor becomes or is likely to become Insolvent; or

15.1.6 at convenience, provided the Purchaser agrees to pay all outstanding money for work satisfactorily completed as well as the Contractor's direct and verifiable costs associated with the Purchaser not fulfilling its contractual promise (subject to the Contractor's duty to mitigate its losses).

15.2 On termination under condition 15.1, a Purchaser:

15.2.1 may refuse to accept any undelivered Services,

15.2.2 is not required to make any payment to the Contractor other than for Services that comply with the Purchaser Agreement,

15.2.3 may recover from the Contractor all direct costs incurred by a Purchaser in obtaining other services, in replacement of the Services, and

15.2.4 may recover from the Contractor, any other direct losses incurred by a Purchaser as a result of the Contractor's breach of the Purchaser Agreement or the Framework Agreement.

15.3 Upon termination of the Purchaser Agreement pursuant to condition 15.1, all money which has been paid and all money to be paid for the Services supplied to the date of the termination will be in full and final satisfaction of all claims by the Contractor under the Purchaser Agreement.

15.4 The Purchaser may terminate the Purchaser Agreement for convenience on three (3) months written notice to the Contractor.

15.5 Conditions 1, 10, 11, 13, 15.5, 18 and 21 survive the expiration or termination of the Purchaser Agreement:

16. **Sub-Contracting and Assignment**

16.1 The Contractor must not sub-contract or assign any part of the Purchaser Agreement except with the relevant Purchaser's prior written consent.

16.2 Unless otherwise agreed by the relevant Purchaser, the Contractor will continue to be bound by, and responsible for, the performance of the Purchaser Agreement and will remain responsible for the acts and omissions of any sub-contractor as if such acts and omissions were those of the Contractor itself.

16.3 A Purchaser is not required to make any payment to any sub-contractor or assignee of the Contractor.

17. **Confidentiality, Right to Information and Information Privacy**

17.1 The parties must not disclose to any person, any Confidential Information concerning this Purchaser Agreement, and any other information acquired by the one party in its dealings with the other party, unless where:

17.1.1 such information is in the public domain, other than through disclosure by the Contractor;

17.1.2 is approved in writing by the other party;

17.1.3 disclosure is made to the party's professional legal, audit or financial advisers;

17.1.4 such disclosure is required under the Framework Agreement; or

17.1.5 such disclosure is required by law (but only to the extent of such required disclosure).

17.2 The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland government agencies and local governments.

17.3 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt, or on balance, disclosure is contrary to the public interest.

17.4 Information provided by the Contractor is potentially subject to disclosure to third parties pursuant to the RTI Act.

17.5 If disclosure under the RTI Act, or general disclosure of information provided by the Contractor, would be of substantial concern to the Contractor, because it would disclose trade secrets, information of commercial value, the purpose or results of research, or other information of a confidential nature, including Personal

Information, this should be indicated by the Contractor. The Purchaser cannot guarantee that any information provided by the Contractor will be protected from disclosure under the RTI Act.

17.6 Notwithstanding the above, the Contractor acknowledges and accepts that a Purchaser may be required to publish certain information about the Framework Agreement or the Purchaser Agreement in its public office or on a website (including for the avoidance of doubt the value of any purchases made).

17.7 Where the Contractor, the Contractor's Personnel, Suppliers or its subcontractors have access to or are responsible for holding Personal Information, the Contractor must:

17.7.1 comply with parts 1 and 3 of chapter 2 of the Privacy Legislation as if the Contractor were the relevant Purchaser; and

17.7.2 ensure that the Personal Information is protected against loss, unauthorised access, use, modification or disclosure, and against other misuse; and

17.7.3 not use the Personal Information other than for the purpose of the Purchaser Agreement, unless required or authorised by law; and

17.7.4 not disclose the Personal Information without the written agreement of the Purchaser, unless required or authorised by law; and

17.7.5 not transfer the Personal Information outside Australia without the consent of the Purchaser; and

17.7.6 ensure that its personnel do not access, use or disclose the Personal Information other than in the performance of their duties; and

17.7.7 immediately notify the Purchaser if it becomes aware that a disclosure of Personal Information is, or may be, required or authorised by law; and

17.7.8 fully cooperate with the Purchaser, to enable the Principal to respond to applications for access to, or amendment of, a document containing an individual's Personal Information and to privacy complaints; and

17.7.9 comply with such other privacy and security requirements as the Purchaser reasonably advises the Contractor from time to time.

17.8 Where the Purchaser is not reasonably satisfied, on the basis of information provided to it by the Contractor, that proper practices are in place to ensure that the privacy and disclosure of information requirements for Personal Information are being observed and maintained, the Purchaser may at any time require the Contractor to make its subcontractors aware of its obligations, in accordance with condition 17.7 including, when requested by the Purchaser, requiring any Contractor's Personnel, Suppliers, subcontractor to promptly sign a privacy undertaking in a form approved by the Purchaser.

18. **Statutory Requirements**

18.1 The Contractor must obey, and must ensure that the Contractor's Personnel, Suppliers, sub-contractors and agents obey, all laws, regulations and any codes of conduct which apply to the Contractor's performance of this Purchaser Agreement. This includes, without limitation, laws relating to work health and safety.

19. **Dispute Resolution**

19.1 The parties should initially attempt to resolve issues in good faith at an operational level. Where they cannot be so resolved, disputes in relation to this Purchaser Agreement must be resolved in accordance with this condition 19.

19.2 Either party may, in a case of genuine urgency, seek immediate interlocutory relief or an interim remedy.

19.3 Subject to condition 19.2, any dispute must be resolved as follows:

19.3.1 each party must submit the dispute to one of its senior officers who has not previously been involved in the dispute ("Negotiators") within three (3) Business Days of the dispute arising;

19.3.2 the Negotiators must meet as soon as practicable to resolve the dispute;

19.3.3 if the Negotiators cannot resolve the dispute within fourteen (14) Business Days of its reference to them (or such other period as may be agreed), each Negotiator must prepare a written summary of his or her attempts to resolve the dispute and refer that summary to Local Buy; and

19.3.4 if Local Buy cannot resolve the dispute within fourteen (14) Business Days of its reference to it (or such other period as may be agreed between the parties), either party may submit the dispute to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation Rules (as updated). Mediation shall be effected by a mediator who shall be nominated by Local Buy and agreed to by the parties or failing agreement within seven (7) days, who shall be nominated by the Queensland chapter of the Resolution Institute. The costs of mediation shall be shared equally by the Purchaser and Contractor.

19.4 Notwithstanding the existence of a dispute each party must continue to perform its obligations under this Agreement except where such dispute relates to a genuine workplace health and safety issue.

## 20. General

### 20.1 Amendment

A Purchaser Agreement may only be varied or replaced by a document duly executed by the parties.

### 20.2 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by the Purchaser Agreement.

### 20.3 GST

20.3.1 In this clause words that are defined in the GST Act have the same meaning as their definition in the GST Act.

20.3.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

20.3.3 If GST is payable in respect of any supply made by a provider under a Purchaser Agreement, subject to condition 20.3.4 the recipient will pay to the provider an amount equal to the GST payable on the supply at the same time and in the same

manner as the consideration for the supply is to be provided under the Purchaser Agreement.

20.3.4 The provider must provide a tax invoice to the recipient before the provider will be entitled to payment of the GST payable under condition 20.3.3.

### 20.4 Intellectual Property

20.4.1 Subject to condition 20.4.2 the Purchaser Agreement shall not affect the Intellectual Property Rights of either party.

20.4.2 Unless otherwise set out in the relevant Order, all Intellectual Property Rights in any work commissioned by the Purchaser (including work undertaken by the Temporary Staff) shall vest in the Purchaser.

### 20.5 Waiver and Exercise of Rights

20.5.1 A single or partial exercise or waiver of a right relating to the Purchaser Agreement does not prevent any other exercise of that right or the exercise of any other right.

20.5.2 No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### 20.6 Survival of Indemnities and Warranties

Each indemnity and warranty in the Purchaser Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of the Purchaser Agreement.

### 20.7 Enforcement of Indemnities

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by the Purchaser Agreement.

### 20.8 No Merger

The warranties, undertakings, deeds and continuing obligations in this Purchaser Agreement do not merge on completion.

### 20.9 Work Health and Safety

20.9.1 The Contractor must comply with (and ensure that its Contractor Personnel, sub-contractors and Suppliers comply with):

20.9.1.1 the provisions of the Qld Work Health and Safety Act 2011 (WH&S Act 2011), Qld Work Health and Safety Regulations 2011 (WH&S Regulation 2011), relevant Australian Standards and Codes of Practice; and

20.9.1.2 the provisions of the relevant Purchaser's Occupational Health and Safety Management System.

20.9.2 The Contractor must at all times exercise their duty of care and due diligence obligations for the health and safety of all persons at the job site and, for other persons who may be affected by the supply of the Services.

20.9.3 The Contractor must indemnify and keep indemnified each Purchaser against all liabilities which may be imposed under or, which may arise out of, enforcement of

any provision of the WH&S Act 2011, WH&S Regulation 2011, applicable 'Code of Practice' or relevant/applicable Australian Standard/s.

20.9.4 If a notifiable incident occurs as a result of, or incidental to the supply and execution of the Services, the Contractor must give written notice of the occurrence of the notifiable incident to relevant Purchaser at the same time or, immediately after notification to the Qld WH&S regulator.

20.9.5 All accidents and safety incidents or events must be recorded and reported to the relevant Purchaser within 24 hours of the occurrence. This will enable the relevant Purchaser to review and possibly instigate/assist incident investigations which will allow possible follow up and corrective actions to be implemented. Such records may be requested and inspected by the relevant Purchaser at any reasonable time.

20.9.6 The Contractor must provide information, instruction, training and supervision to its Temporary Staff, to enable them to perform their work in a manner that is safe and without risk to their health and safety. Accordingly, all of the Temporary Staff supplied under a Purchaser Agreement, either present at the job site or engaged in work at the job site, or regularly visiting the job site, must have received either General Construction Induction (White/Blue Card) or a Site Specific Induction before coming onto the job site.

20.9.7 For construction work activities/contracts, the Contractor must ensure its Temporary Staff have successfully completed General Construction Induction Training and hold the general construction induction card (White/Blue) as per Part 6.5 of the Work Health and Safety Regulation 2011.

20.9.8 Where applicable under legislation or the relevant Purchaser's policy the Contractor must supply, and all Temporary Staff must wear, appropriate personal protective equipment and appropriate attire including but not limited to protective clothing, protective eyewear, ear muffs, sun screen, safety shoes, hats and reflective clothing. Note: A Purchaser is not responsible for the provisions of any such equipment to the Contractor or the Contractor's Personnel.

20.9.9 The Contractor and the Contractor's Personnel must ensure they abide by section 42 of the Work Health and Safety Regulations being the provision of first aid equipment; facilities and first aid trained personnel appropriate for the execution of the Services.

20.9.10 For construction activities involving an accumulative sun exposure period of 15 minutes or more, Contractors must ensure Temporary Staff follow Purchaser's Work Health and Safety policy, have available to them and wear:

20.9.10.1 Long pants (trousers), long sleeved shirts; and
20.9.10.2 High visibility long sleeved shirt; and
20.9.10.3 Broad brim hat; and
20.9.10.4 Steel capped safety boots.

20.9.11 The Contractor must and must ensure that the Contractor's Personnel, when using any premises or facilities of the Purchaser, comply with all reasonable directions and procedures as notified by the Purchaser, including those relating to security and occupational health and safety which are in effect at the premises or facility.

20.9.12 The Purchaser may immediately suspend or terminate an Order where the Temporary Staff are in breach of any workplace health and safety issue.

### 20.10 Negation of Employment and Agency

20.10.1 The Contractor must not represent itself or allow itself to be represented as being an employee or agent of a Purchaser.

20.10.2 The Contractor will not, by virtue of the Purchaser Agreement, be or become an employee or agent of a Purchaser.

20.10.3 Nothing in the Purchaser Agreement is to be taken or construed as creating the relationship of a partnership, joint venture or principal and agent, between either of the parties to the Purchaser Agreement.

### 20.1 Notices

20.1.1 Notices under the Purchaser Agreement may be delivered by pre-paid postage or certified mail, by hand or by email transmission. Notices are deemed given seven (7) days after deposit in the mail with postage pre-paid or certified, when delivered by hand, or if sent by email as per section 24 of the Electronic Transaction (Queensland) Act 2001. Unless otherwise agreed between the parties, where a notice is given by email the original document must be posted on the same day as the email is sent. The addresses for service of notices are:

20.1.1.1 for the relevant Purchaser – the address for service and email address/facsimile number (if any) of the Purchaser specified in the Purchaser Agreement Memorandum;

20.1.1.2 for the Contractor – the address for service and email address/facsimile number (if any) of the Contractor specified in the Purchaser Agreement Memorandum.

20.1.2 A party may change its address for service of notices by giving written notice to the other party to the Purchaser Agreement.

### 20.2 Force Majeure

20.2.1 A party will not be entitled to exercise its rights or remedies upon the default of the other party to the Purchaser Agreement (whether at common law or pursuant to the Purchaser Agreement) if that default:

20.2.1.1 is caused by Force Majeure Event; or

20.2.1.2 continues for less than three (3) days.

20.2.2 Without limitation, where the event of Force Majeure Event continues for a period of more than fourteen (14) days, relevant Purchaser may cancel any Order or terminate the Purchaser Agreement by giving written notice to the Supplier.

### 20.3 Governing Law and Jurisdiction

20.3.1 This deed is governed by the law in Queensland.

20.3.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in Queensland.

# Schedule E

## SPECIFICATION

### 1. INTRODUCTION

Local Buy invites tenders from suitably qualified organisations to provide Recruitment Vendor Neutral Managed Services for pre-qualified temporary staff as a sole contractor under a Preferred Supplier Arrangement. This is a Local Government Association arrangement as defined in the Local Government Act 2009 and Local Government Regulation 2012 (and in the case of Brisbane City Council, the City of Brisbane Regulation 2012), which will be accessible for all 77 Local Government Authorities and other defined Purchasers throughout Queensland, where so defined as "Purchasers" in Schedule A of the Local Buy Framework Agreement, subject to their own procurement obligations.

The vendor neutral managed services model seeks to provide Purchasers with access to a high quality, streamlined and flexible process for sourcing pre-qualified temporary staff services which is supported by a software system that enables, but is not limited to, on-line engagement, selection, approval, management, consolidated invoicing and reporting.

### 2. STAFFING TYPES & OCCUPATIONS/CATEGORIES

**2.1 Temporary Staff - Types**:

The following range of services will be required for accessing by participating Purchasers:

- *Temporary Staff (labour hire)* – persons employed by a labour hire agency on a casual or non-ongoing basis, with Pay-As-You-Go tax deducted from employee wages by the labour hire agency; and
- *Temporary Staff (placement) – persons employed by a Purchaser on a casual or non-ongoing basis, with Pay-As-You-Go tax deducted from employee wages by the Purchaser.*

**2.2 Temporary Staff – Classification of Occupations:**

This Arrangement will cover a diverse range of temporary placements under the following Occupations/Categories and in line with the *Australian and New Zealand Standard Classification of Occupations, Version 1.2* (ANZSCO V1.2), *Major Groups* (including and Sub-Major and Minor Groups):

a) Professional (including ICT temporary placements);
b) Technicians and Trades Workers;
c) Community and Personal Service Workers;
d) Clerical and Administrative Workers;
e) Machinery Operators and Drivers;
f) Labourers; and

The following Sub-Major Group within the Managers Major Group is also included:

a) Specialist Managers

Sourcing of all other Sub-Major Groups under this Managers Major Group are excluded under this arrangement.

**2.3** Local Buy reserves the right to include any additional occupations under the Contract as may be identified and agreed from time to time between the Contractor and Local Buy, during the Contract period.

## 3. SERVICE SPECIFICATIONS

The Contractor will be required to provide the following services for access by participating Purchasers (on an as-requested basis) for sourcing, managing, monitoring and reporting on Temporary Staff, including:

**3.1** Negotiating services and favourable rates with reputable Third Party Recruitment Suppliers for the provision of Temporary Staff for participating Purchasers;

**3.2** Establishing performance/compliance monitoring regimes (i.e. legislative, licencing/ certification, training, screening and/or competency and capability requirements) and formal agreements with Third Party Recruitment Suppliers in relation to the provision of Temporary Staff for participating Purchasers;

**3.3** Implementing and maintaining systems through which participating Purchasers are able to quickly and efficiently submit and manage orders for Temporary Staff;

**3.4** Providing integrated, tailored online arrangements for use by participating Purchasers for the approval, management, monitoring, time-sheeting, billing and reporting (at staff, Purchaser and sector-wide levels) for Temporary Staff; and

**3.5** Monitoring and reporting on the performance of the Contract as a whole and undertaking or oversighting appropriate action to access any performance matters that may arise in the provision of the Services.

Local Buy does not guarantee a minimum level of spend or Purchaser involvement in relation to this Contract. Use of this contractual arrangement to source Temporary Staff is at Purchaser discretion. Orders placed by Purchasers for Temporary Recruitment Services will be subject to and in accordance with, the agreed Purchaser Agreement and Local Buy Framework Agreement.

**3.6 Contractor / Third Party Recruitment Supplier:**

(a) The Contractor will be responsible for establishing and maintaining formal contractual arrangements with reputable Third Party Recruitment Suppliers for the supply of Temporary Staff for Purchasers.

(b) The Contractor will ensure that any contractual arrangements entered into between the Contractor and a Third Party Recruitment Supplier for the supply of Temporary Staff are consistent with terms and conditions of the Framework Agreement between Local Buy and the Contractor.

(c) Neither Local Buy nor any Purchaser will be a party to any such contractual arrangement between the Contractor and a Third Party Recruitment Supplier for the supply of Temporary Staff, nor make any payments for Temporary Staff directly to any such third party. All invoicing and reporting for Temporary Staff supplied by Third Party Recruitment Supplier will remain the responsibility of the Contractor.

(d) The Contractor will be responsible for all contract management, including liaison, negotiation, invoicing, payments, reporting, performance management and dispute resolution relating to Third Party Recruitment Supplier supply of Temporary Staff for Purchasers. This will include negotiating pricing on behalf of Purchasers, as applicable.

(e) The Contractor will be responsible for establishing and maintaining a Temporary Staff Supplier Purchaser-approval system. Only Purchaser-approved Temporary Staff Supplier may be approached by the Contractor to source Temporary Staff. The approval system will

accommodate the specific requirements of each individual Purchaser, i.e. the Contractor will establish an "exclusive" rather than "generic" Purchaser-approved Temporary Staff Provider listing for each Purchaser.

(f) The Purchaser may instruct the Contractor to approach one or more specific Purchaser-approved Temporary Staff Suppliers for the sourcing of Temporary Staff, or may leave this to the discretion of the Contractor.

(g) The Purchaser may require a "weighting" be applied to local Third Party Recruitment Suppliers, in line with the Local Government sound contracting principle to "develop competitive local business and industry".

**3.7 Temporary Staff – Qualifications, Licences, Registrations, Professional Memberships, Screening and Police Checks:**

(a) The Contractor shall ensure all Temporary Staff sourced through the Contract:

- possess the minimum Vocational Education and Training or Higher Education qualifications recognised under the Australian Qualifications Framework (AQF) or equivalent, where overseas qualifications are recognised in Australia;
- hold any current licences, registrations and/or professional memberships;
- hold any current Department of Communities and Social Inclusion Child-Related Employment Screening, Disability Services Employment Screening, Vulnerable Person-Related Employment Screening and/or Aged Care Sector Employment Screening clearances;
- hold a current National Police certificate (and advise of the results of the Police check); and/or
- where applicable, hold Australian Immigration permissions to work in Queensland to perform the hours and work;

as necessary, to legally, competently and safely carry out the proposed temporary assignment, and/or as otherwise requested by the participating Purchaser.

(b) The Contractor must evidence the validity and currency of any qualifications, licences, registrations, professional membership, screening clearances and/or Police certificates required, in accordance with Item 3.7 (a) above, prior to the commencement of the proposed temporary assignment.

(c) The Contractor will ensure the participating Purchaser is able to access, if requested, any documentation relating to the validity and currency of any qualifications, licences, registrations, professional membership, screening clearances and/or Police certificates required in accordance with 3.7 (a) above, prior to commencement or at any time during the temporary assignment. Provision for such access must be made regardless of whether the verified evidence is held by the Contractor or a Third Party Recruitment Supplier.

**3.8 Temporary Staff – Capabilities, Experience and Training:**

(a) The Contractor will ensure Temporary Staff sourced through the Contract:

- Possess a level of capability and experience commensurate with the proposed temporary assignment, including any associated Award requirements; and
- Are work-ready and fully trained in all functions required of the temporary assignment, with the exception of any Purchaser-specific training that may be required.

(b) Any training, other than Purchaser-specific training, identified as necessary to the temporary assignment, will be at the expense of the Contractor, Third Party Recruitment Supplier or the Temporary staff. For the purposes of the services, such training is considered an aspect of work-readiness.

(c) Any Purchaser-specific training identified as necessary to the temporary assignment will be at the expense of the Purchaser.

(d) In the rare event that it is not possible to source fully-trained, work-ready Temporary Staff, the Purchaser may negotiate training arrangements and associated expenses with the Contractor.

**3.9 Temporary Staff – Personal Protective Equipment:**

(a) The Contractor will ensure Temporary Staff sourced through the Contract are equipped with the necessary Personal Protective Equipment necessary to competently and safely carry out the temporary assignment, with the exception of any Purchaser-specific equipment that may be required.

(b) Any Personal Protective Equipment, other than Purchaser-specific equipment, identified as necessary to the temporary assignment, will be provided at the expense of the Contractor, Third party Recruitment Supplier or the Temporary Staff.

(c) Any Purchaser-specific Personal Protective Equipment identified as necessary to the temporary assignment will be at the expense of the Purchaser, unless otherwise stated.

**3.10 Temporary Staff – Relocations:**

(a) From time to time, a Purchaser may agree to meet certain relocation expenses associated with a temporary assignment. Relocation expenses of any kind are to be agreed by the Purchaser and the Contractor, prior to the engagement of Temporary staff.

(b) The Purchaser will not meet any relocation expenses that have been incurred by the Contractor, Third Party Recruitment Supplier or Temporary Staff, without the prior written agreement of the Purchaser.

**3.11 Engagement Process – Initial Requirement Assessment:**

(a) The Contractor will be responsible for undertaking and documenting the outcomes of an initial requirement assessment for any order for Temporary Staff placed by a Purchaser. The initial requirement assessment will cover the following items:

- Turn-around times for selection and engagement of Temporary Staff and commencement of the Temporary assignment, i.e.
  - urgent – same or next business day;
  - priority – within three (3) business days;
  - standard – four (4) to six (6) business days.
- Temporary Staff staffing type, category of occupation, type of work, dates and hours of work and duration for the Temporary Assignment.
- Where a category of occupation is Award-based, provision of written advice to the Purchaser on the Award conditions, as they apply to the Temporary assignment.
- Mandatory requirements specific to the Assignment.
- Purchaser-specific requirements relating to the Temporary assignment, and
- Purchaser-approved Temporary Staff Suppliers to be approached for sourcing the Temporary Staff (one or more as directed by the Purchaser).

(b) The Contractor will obtain the Purchaser's formal approval for the initial requirement assessment, prior to commencing the short-listing process.

**3.12 Assignments – Short-Listing, Selection and Purchaser Approval Process**

(a) The Contractor will be responsible for ensuring to identify, screen, and short-list Temporary Staff for Temporary assignments for consideration by participating Purchasers in accordance with the initial requirement assessment, and any other advice from the Purchaser included in the Purchaser order.

(b) As part of the short-listing process, the Contractor shall:

- Only source Temporary Staff from Purchase-approved Temporary Staff Suppliers, as determined in accordance with in Clause 3.11 above;
- Ensure all short-listed candidates are able to meet the minimum requirements specified in Clauses 3.7, 3.8, and 3.9 above (as applicable);
- Provide the details of a minimum three (3) short-listed Temporary Staff for consideration by the Purchaser for selection for the temporary assignment (wherever practicable);
- Ensure short-listed Temporary Staff have been referenced checked, prior to submission to the Purchaser for consideration;
- Provide itemised pricing for the engagement of each individual Temporary Staff short-listed;
- Provide details of short-listed candidates within Customer/Contractor agreed timeframes (refer Clause 3.12 (a) above), unless exceptional circumstances apply;
- Where a short-listed candidate is represented by two or more Customer-approved Temporary Staff Suppliers, ensure the candidate has been given the right to select his/her preferred representative.

(c) The Purchaser is responsible for advising the Contractor of its selected candidate within the Purchaser/Contractor agreed timeframes (unless exceptional circumstances apply) – refer Clause 3.12 (a) above.

**3.13 Assignments – Engagement of Temporary Staff**

(a) Where the Purchaser has approved the engagement of Temporary Staff, the Contractor will be responsible for management/facilitation of the Temporary Staff engagement, including, but not necessarily limited to:

- Recruitment documentation - employment forms, agreements, etc;
- Compliance checks;
- Time-sheeting;
- Payroll;
- Processing Temporary Staff Provider fees and payments;
- Transitions from temporary labour hire to temporary placement (where requested by the Purchaser);
- Transitions from temporary labour hire to permanent (where requested by the Purchaser);
- Complaints handling;
- Dispute resolution;
- Information management and record-keeping; and
- Reporting.

(b) Where the Purchaser has approved the engagement of Temporary Placement Staff, the Contractor will be responsible for ensuring the management of the Temporary Staff engagement by the Third Party Recruitment Supplier including, but not necessarily limited to:

- Recruitment – employment forms, agreements;
- Compliance checks;
- Processing Temporary Staff Provider payments;
- Transitions from Temporary Placement to Permanent (where requested by the Purchaser);
- Complaints handling;
- Dispute resolution;
- Information management and record-keeping; and
- Reporting.

**3.14 Supervision of Temporary Staff**

(a) The Purchaser will provide, on behalf of the Contractor and the Third Party Recruitment Supplier, appropriate and sufficient direction and control over the temporary staff throughout the assignment to ensure an appropriate level of health and safety, and a reasonable standard of performance by temporary staff.

(b) The Purchaser will comply with all statutory and common law duties which the Purchaser may from time to time, owe to temporary staff, and such duties include, but are not limited to, those required under all applicable Laws, Codes of Practice and Australian Standards.

(c) The Purchaser will at all times ensure that Temporary Staff have a safe workplace, safe work systems and practices, that any hazards or risks are eliminated or adequately controlled and that all safety standards are complied with (including the proper maintenance of plant, equipment, machinery or vehicles. All necessary personal protective equipment and safety equipment shall be provided and information, policies and procedures are communicated to the Temporary Staff.

(d) The Purchaser is to provide the necessary rest breaks and (where applicable) rest periods prescribed by applicable laws.

(e) The Purchaser will complete any health and safety checklist (or other documentation provided to it by the Contractor) for the purposes of providing the Third Party Recruitment Supplier with reasonable health and safety information.

**3.15 Performance Management - Contractor**

(a) The Contractor will be required to provide performance and financial reports on the Services to Local Buy and Purchasers on a quarterly basis, in accordance with an agreed set of performance indicators, qualitative and quantitative performance data requirements and specified format.

(b) Items to be addressed in financial and performance reporting may include, but will not necessarily be limited to:

- Detailed expenditure and aged debtor reports;
- Timeliness of Services;
- Quality of Services;
- Customer satisfaction; and
- Complaint management and resolution (exception reporting).

(c) Key performance indicators (KPI's) may include, but will not necessarily be limited to:

- Responsiveness – percentage (%) of temporary staff assignments filled within timeframes agreed between the Contractor and Purchaser – proposed Benchmark 98%.
- Quality – percentage (%) of temporary staff engaged that have met all minimum qualifications, capacity and Contractor management of compliance and other requirements as specified by the Purchaser (refer Clauses 3.7 and 3.13 above) – proposed Benchmark 99%.
- Quality – percentage (%) of compliance checks undertaken – proposed Benchmark 98%.
- Timeliness – Financial and Performance reports provided within agreed timeframes – proposed Benchmark 100% reports received on time.
- Accuracy – Financial and Performance reports submitted in correct format and with all required information – proposed Benchmark 99%.
- Accuracy – percentage (%) of invoices accurate at the time of issue – proposed Benchmark 98%.

(d) Local Buy may require a set scheduled meeting cycle or a more informal based meeting arrangement with the appointed Contractor as a means to review performance. Feedback from Purchasers may be requested from time to time for reference and conversely the Contractor will be provided with an opportunity to debrief Local Buy on issues or concerns regarding the requirements of Contract.

**3.16 Technical Solution (Online Management)**

(a) The Contractor will be responsible for implementing and maintaining an information technology solution that allows for an end-to-end process for managing Temporary Staff Services.
This will include the provision of a tailored online portal/ system for use by Local Buy, the Contractor and Purchasers to manage and maintain, but is not limited to:

- Temporary Staff Purchaser orders;
- Individual Temporary Staff recruitment documentation;
- Individual Temporary Staff Assignment data;
- Purchaser Temporary Staff Approvals;
- Purchaser-Approved Temporary Staff Suppliers;
- Time sheeting processes
- Invoicing and Billing processes
- Performance Management;
- Temporary Staff Services Expenditure by Purchaser and at a Whole of Contract level (monthly, quarterly and annually) or as agreed;
- Reporting on individual and consolidated Temporary Assignments (Customer and Whole of Contract level) on Temporary Staff Activity; and
- Other items as agreed between Local Buy, the Contractor and Purchasers from time to time.

(b) The Online Management Solution proposed by the Contractor must be compatible with a variety of modern web browsers.

(c) The Online Management Solution shall be able to export/import information using commonly defined protocols (eg excel, comma-delimited data etc). Typical systems in use

for HR management in Queensland include Technology One, Civica, Magiq, Oracle, MS Dynamics and Council First, amongst others.

(d) As part of the Online Management Solution the Contractor will be required to provide:

- Initial training for participating Purchasers in the use of the portal/system (for system administrators, super-users and users as applicable);
- Training documentation (user guides, instructions and "Train the Trainer" manuals) to participating Purchasers; and
- Help Desk and general support services within standard business hours.

**3.17 General**

In performing the Services, the Contractor will:

(a) Comply with the Recruitment and Consulting Services Association (RCSA) / Information Technology Contract and Recruitment Association (ITCRA) Codes for Professional Conduct, or an equivalent governing code;

(b) Comply with Purchasers procedures, policies and processes, particularly regarding Human Resources, Workplace Health & Safety, Codes of Conduct and Values & Behaviours – refer also Clause 3.14 Supervision of Temporary Staff

(c) Comply with Commonwealth, State and Local Government Legislation including regulations, by-laws, orders, awards and proclamations; - refer also Clause 8 Reference Documents.

(d) Apply the applicable Government Award Conditions to ensure that Purchaser staff are not disadvantaged relative to Temporary Staff.

(e) Work closely and co-operatively with Local Buy, Purchasers, Third Party Recruitment Suppliers, Temporary Staff and any other key stakeholders as directed by Local Buy or the Purchaser, from time to time; and

(f) Develop and implement marketing strategies to promote the Contract with Purchasers and potential Purchasers, through various media and personal representation.

## 4. KEY PERSONNEL

The Contractor shall nominate and provide details of proposed key personnel who will deliver the Services offered. Details include titles, level of seniority, major roles /responsibilities and the extent of relevant experience and qualifications.

When engaged by a Purchaser and as far as reasonably possible, the Contractor shall ensure that the key personnel nominated in any quotation, continue as the key provider/s of Services for the term of the agreement.

Any necessary change to the nominated key personnel shall be approved in advance by the relevant Purchaser.

## 5. ENVIRONMENTAL SUITABILITY AND SUSTAINABILITY

At all times throughout the term of the agreement, the Contractor shall take all reasonable steps to consult with Purchasers to support any environmental objectives the Purchasers may seek to achieve and take all reasonable measures to co-operate with any targeted levels of sustainability and green practices.

In line with the definition of sustainable procurement, Purchasers may consider:

- Strategies to avoid unnecessary consumption and manage demand;
- Organisational commitment to environmental management;
- The Contractor's socially responsible practices including compliance with legislative obligations to employees; and/or
- Value for money over the whole of life of the services, rather than just initial cost.

## 6. QUALITY ASSURANCE

Contractors are required to provide details and proof of their Quality Assurance Accreditation. Demonstrated Quality Assurance procedures in accordance with AS/NZS ISO 9001:2008 are highly desirable, although not a mandatory criterion for this contract.

Certification by a qualified third party with evidence of internal Quality Assurance systems may also be acceptable.

If an internal Quality Management System is in place, Contractors are required to include reference to all quality management practices, audits and/or monitoring programs used to maximise, maintain and enhance the continual improvement processes of quality assurance.

## 7. EXCLUSIONS

The following services are considered out of scope for this Arrangement:

- Recruitment Services – Permanent Staff

## 8. REFERENCE DOCUMENTS

- Australian and New Zealand Standard Classification of Occupations, Version 1.2 (ANZSCO V1.2)
- Local Government Employees (excluding Brisbane City Council) Award – State 2003
- Local Government Industry Award 2010

# Schedule F

**Purchaser Agreement Memorandum**

1. **Parties**

This is a Purchaser Agreement made on the date specified in Item 1 of the Table of ("**the Table**") between the Contractor and the Purchaser (specified in Items 2 and 3 of the Table respectively) under the terms of the Framework Agreement between the Contractor and Local Buy (Contract Number: BUS 259-0816(A)) dated 3rd May 2017.

2. **Services**

2.1 This Purchaser Agreement is an agreement between the Contractor and the Purchaser for the supply of the Services as specified in Schedule E (**Specification**), and Ordered from time to time by the Purchaser.

2.2 Nothing in this memorandum requires the Contractor to supply any services to the Purchaser other than the Services.

3. **Price**

The Prices determined in accordance with Schedule B (**Price Schedule)** as applied to each individual Assignment apply to the provision of Services under this Purchaser Agreement.

4. **Term**

The term of this Purchaser Agreement and any applicable extension options are as set out in Item 1 of the Table unless this Purchaser Agreement is terminated earlier in accordance with the provisions of this Purchaser Agreement or the Framework Agreement.

5. **Contract Administrators**

The Purchaser Agreement Administrators are specified in Item 4 of the Table.

6. **Contract Conditions**

6.1 This Purchaser Agreement is subject to the terms and conditions set out in Item 5 of the Table and any special conditions as agreed between the Purchaser and Contractor from time to time in accordance with clause 6.2.5 to 6.2.8 of the Framework Agreement.

6.2 However, the Special Conditions do not prevail to the extent that they are inconsistent with the terms and conditions set out in the Framework Agreement, unless the prior written approval of Local Buy has been obtained pursuant to clause 6.1.5 of the Framework Agreement.

**Table of Particulars**

| Item No. | Item | Particulars |
|---|---|---|
| 1. | Purchaser Agreement Dates | Purchaser Agreement Date:<br><br>Start Date:<br><br>End Date:<br><br>Extension Options: |
| 2. | Contractor | Comensura Pty Ltd (ACN: 120 725 902) |
| 3. | Purchaser | |
| 4. | Purchaser Agreement Administrators | Purchaser:<br><br><br><br>Contractor: |
| 5. | Special Conditions (if any) | |

**Signed by, an authorised delegate of the Purchaser**

_____ in the presence of:

| | |
|---|---|
| ..... | ..... |
| Signature of witness | Signature of authorised representative |
| ..... | ..... |
| Name of witness (print) | Name of authorised representative (print) |

**If the Contractor is a company**, the document must be executed as follows:

**Executed** by .....
pursuant to section 127 of the *Corporations Act 2001*

| | |
|---|---|
| ..... | ..... |
| Signature of Director | Signature of Director/Company Secretary (Please delete as applicable) |
| ..... | ..... |
| Name of Director (print) | Name of Director/Company Secretary (print) |

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# Schedule G

**Special Conditions**

The parties agree to the following Special Conditions:

1. Local Buy (and each Purchaser in relation to their individual Purchaser Agreement) shall have the right to approve or reject any Supplier at any time during the Term.

2. During the Term, the Contractor shall only supply the Services or services materially similar to the Services to Queensland local governments (including for the purposes of this LGA Arrangement, local government owned entities) through this Local Buy LGA Arrangement.

3. For the avoidance of doubt Special Condition 2 includes circumstances in which a Queensland local government (including a local government owned entity) has undertaken a separate procurement process such as, but not limited to, a request for tender process.

4. The Contractor may request that Local Buy waive the requirement set out in Special Condition 2. Any consent by Local Buy to waive the requirement shall be at Local Buy's sole discretion and may be conditional.

5. Local Buy may terminate this LGA Agreement in full, or in part, at any time by notice in writing to the Contractor if there is a change made to the law (or its interpretation) which alters:

    - Local Buy's right to establish new LGA Arrangements;
    - Local Buy's right to manage existing LGA Arrangements; and/or
    - Queensland local governments' rights to access LGA Arrangements.

6. The Contractor must not provide any Services to Queensland local governments under this LGA Arrangement which do not comply with their legislated procurement obligations.

7. The parties will work together in good faith to develop an agreed marketing plan. Once agreed, the marketing plan shall form part of this LGA Agreement and the Contractor must comply with its terms.

8. On request, the Contractor shall promptly provide Local Buy or the relevant Purchaser, with:

    - a copy of the Supplier Agreement it has entered into with any given Supplier; and/or
    - details of the performance of any given Supplier; and/or
    - copies of any documentation (including licences, permits, approvals, certificates, policies, insurances, plans, resumes, clearances and the like) supplied by a Supplier.

# Schedule H

**Definitions**

In this Framework Agreement and in any Purchaser Agreement made under this Framework Agreement:

**Act** means an Act passed by the Commonwealth Parliament or the Queensland Parliament and includes subordinate legislation under an Act**.**

**Annual Administration Fee** means the annual administration fee set out in **Item 7 of Schedule A**.

**Assignment** means (as applicable) the period during which Temporary Staff are supplied to a Purchaser pursuant to a Purchaser Agreement;

**Associated Company** means a company which is (directly or indirectly) a subsidiary or a holding company of that company or a subsidiary of a holding company of that company, other than itself.

**Authorised Officer (Authorising Officer)** means

a) in the context of this Agreement, an authorised officer of Local Buy whose details may be updated from time to time by written notice to the Contractor.

b) in the context of a Purchaser Agreement, the authorised person or persons nominated by the Purchaser to approve time sheets submitted by Temporary Staff.

**Business Day** means Monday to Friday excluding public holidays in Queensland, or in the case of a Purchaser Agreement, the place of business of the relevant Purchaser.

**Category Manager** means the relevant Local Buy category manager as set out in **Item 9 of Schedule A** and as may be updated from time to time in writing to the Contractor by Local Buy.

**Commencement Date** means the commencement date set out in **Item 2 of Schedule A**.

**Confidential Information** means in relation to a party, information that:

(a) is by its nature confidential;

(b) is designated by that party as confidential; or

(c) the other party knows or ought to know is confidential;

which is not in the public domain (other than through a breach of this Agreement).

**Contract Number** means the contract number set out in **Item 1 of Schedule A**.

**Contract Price** means the amount payable by the Purchaser to the Contractor for the Services ordered under the relevant Purchaser Agreement and calculated in accordance with the Purchaser Conditions of Contract.

**Contractor** means the party whose Tender to supply the Services was accepted by Local Buy and whose Standing Offer is available to Purchasers to accept.

**Contractor's Personnel** means the personnel engaged in the supply of the Services and includes the Contractor's employees and the Temporary Staff.

**Contractor's Representative** means the Contractor's authorised representative for the purposes of this Agreement and any Purchaser Agreement whose details may be updated from time to time by written notice.

**Corporations Act** means the *Corporations Act* 2001 (Cth) as amended from time to time.

**Contractor Data** means information held by Local Buy (including electronically) about the Contractor which is made available to Purchasers including (but not limited to) the Contractor's contact details, insurances, office location/s, and pricing information.

**Expiry Date** means the expiry date set out in **Item 3 of Schedule A**.

**Force Majeure Event** means any occurrence or omission outside a party's reasonable control, by which the party relying on the event is prevented from or delayed in performing its obligations under this Agreement other than:

(a) a payment obligation;

(b) an industrial dispute involving the Contractor's own staff or sub-contractors staff; or

(c) a change in the law which could have reasonably been anticipated prior to the Commencement Date (including for the avoidance of doubt any carbon trading scheme or emissions tax).

**Framework Agreement** or **Agreement** means this signed agreement between Local Buy and the Contractor, including any attachments and schedules (Contract Number BUS259-0816(A)).

**GST Act** means *A New Tax System (Goods and Services Tax) Act* 1999. (Cth)

**GST** has the same meaning given to that term in the GST Act and includes other GST related legislation.

**Insolvent** means in relation to a party means that:

(a) an application is made to a court for an order that the party be wound up and that application is not withdrawn or dismissed within 10 days;

(b) an order is made that the party be wound up;

(c) an application is made to a court for an order appointing a liquidator, or provisional liquidator, in respect of the party and that application is not withdrawn or dismissed within 10 days;

(d) a liquidator or provisional liquidator is appointed to the party whether or not under an order;

(e) an administrator is appointed to the party;

(f) otherwise than for the purpose of a solvent amalgamation, restructure or reorganisation, the party enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any of its creditors, or it proposes a re-organisation, moratorium or other administration involving any of its creditors;

(g) the party resolves to wind itself up, or otherwise dissolve itself, or gives notice of its intention to do so (except to reconstruct or amalgamate while solvent on terms approved by the other party) or is otherwise wound up or dissolved;

(h) the party is, or states that it is, unable to pay its debts as and when they become due and payable;

(i) in relation to the property of the party, a receiver, or receiver and manager, is appointed in relation to substantially all of that property or a mortgagee of the party takes possession of substantially all of that property for the purpose of enforcing a mortgage;

(j) being insolvent within the meaning of section 95A of the Corporations Act;

(k) ceases trading; or

(l) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**Intellectual Property Rights** includes property and rights in respect of or in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), know-how, trade mark, service mark, design, inventions (including patents), business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions) whether created before or on or after the Framework Agreement Commencement Date.

**LGA Arrangement** means the preferred supplier arrangement established by Local Buy by way of the Local Buy Contract pursuant to section 234 of the Local Government Regulation 2012 which constitutes an exception to a local governments need to invite written quotes or tenders.

**LGAQ or LGA** means the Local Government Association of Queensland Ltd.

**Local Buy** means Local Buy Pty Ltd (ACN: 090 446 487) as trustee for the Local Buy Trading Trust (ABN: 61 561 663 808).

**Management Fee** means the management fee payable by the Contractor to Local Buy in accordance with clause 7 of the Framework Agreement.

**Nominated Officer** means the authorised person or persons nominated by the Purchaser to approve invoices for Temporary Staff under the Purchaser Agreement.

**Order** means an order for Services placed by a Purchaser with the Contractor, under the relevant Purchaser Agreement (subject to any written variations agreed between the parties) and **Ordered** has a corresponding meaning.

**Ordering Manager(s)** means the authorised person or persons nominated by the Purchaser to initiate Orders.

**Personal Information** means personal information (as that term is understood in the Privacy Legislation) and that a party receives pursuant to this Framework Agreement.

**Price** means the price payable for the Services as set out in the Price Schedule and each applicable Order and includes the price expressed as a lump sum or a rate per unit of quantity, or if applicable, means that price less any agreed discount or plus any agreed margin.

**Price Schedule** means the documents referred to or set out in Schedule B as updated from time to time in accordance with clause 3 of the Framework Agreement.

**Price Schedule Fixed Period** means the time period for which the Price Schedule is fixed as set out in **Item 8 of Schedule A**.

**Privacy Legislation** means the Privacy Act 1988 (Cth) and the Information Privacy Act 2009 (Qld) as applicable.

**Purchaser** means any entity listed in Schedule C as amended from time to time by notice in writing given by Local Buy to the Contractor, and such other persons or entities which Local Buy may from time to time, in its discretion, determine by notification to the Contractor, including Local Buy acting in its own capacity.

**Purchaser Agreement** means the contract (incorporating the Purchaser Conditions of Contract) that is entered into by the Contractor and a Purchaser under which the relevant Purchaser places Orders, as provided for in clause 6.2 or as otherwise varied by agreement between that Purchaser and the Contractor in a manner permitted by the Framework Agreement.

**Purchaser Agreement Memorandum** means an agreement between a Purchaser and the Contractor entered into pursuant to clause 6 of the Framework Agreement, and which is substantially in the form of the copy Purchaser Agreement Memorandum set out in Schedule F.

**Purchaser Conditions of Contract** means the terms and conditions set out in Schedule D or such other conditions of contract (which do not materially conflict with the Framework Agreement) agreed between the Contractor and a Purchaser and approved in writing by Local Buy.

**Reporting** means the Contractor reporting obligations set out clause 7 of the Framework Agreement.

**Reporting Period** means the reporting periods set out in **Item 11 of Schedule A**.

**Request for Tender** means the request for tender issued by Local Buy for supply of the Services to Purchasers.

**RTI Act** means the Right to Information Act 2009 (Qld).

**Services** means the temporary recruitment vendor neutral managed services (including both the Temporary Staff and associated services) to be supplied by the Contractor in accordance with the Framework Agreement and each Purchaser Agreement as detailed in the Specification and as amended from time to time in accordance with the Framework Agreement.

**Special Conditions** means:

a) in the context of this Framework Agreement, the special conditions set out in Schedule G (as amended by agreement of the parties which apply to this Agreement – if any);

b) in the context of a Purchaser Agreement, the special conditions set out in Schedule F Item 5 of a Purchaser Agreement Memorandum (as amended by agreement of the parties which apply to the Purchaser Agreement).

**Specification** means the detailed description of the Services as set out in Schedule E.

**Standing Offer** means the offer described in clause 2.1.1 of the Framework Agreement.

**Supplier or Third Party Recruitment Supplier** means a third party temporary recruitment company which supplies Temporary Staff to the Contractor pursuant to a Supplier Agreement.

**Supplier Agreement** means an agreement entered into between the Contractor and a temporary labour hire agency which sets out the terms on which Temporary Staff will be supplied by the temporary labour hire company to the Contractor pursuant to the Framework Agreement.

**Suspension** means a temporary postponement of the Contractor's right to offer to supply the Services to Purchasers under the Framework Agreement for a period of time and '**Suspend**' and **'Suspended'** have a corresponding meaning.

**Suspension Period** means the period of time during the Term in which the Contractor is Suspended.

**Temporary Staff** means the individual(s) who is part of the Services supplied by the Contractor to the Purchaser pursuant to this Framework Agreement.

**Tender** means the Contractor's tender to Local Buy in response to the Request for Tender for Recruitment Vendor Neutral Managed Services – Temporary Staff, which tender has been accepted by Local Buy.

**Term** means the period specified in clause 2.2.1 (including any Suspension Period) subject to any extension in accordance with clause 2.2.2.

**Vendor Panel** means Local Buy's preferred online electronic RFQ system accessible through Local Buy by both the Contractor and Purchasers.



# Comensura Framework Agreement_Final

Adobe Sign Document History 05/03/2017

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|---|---|
| Created: | 05/03/2017 |
| By: | Adam Ozdowski (aozdowski@localbuy.net.au) |
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## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 11 September 2020

**Item Number:** 11.1 **File Number:** D20/87441

**SUBJECT HEADING:** Delegation of Council Powers to the Chief Executive Officer under the Local Government Regulation 2012 (Qld) ("LOGR")

**Classification:** Open Access

**Officer's Title:** Governance Officer

**Executive Summary:**
Council's delegations are reviewed and updated throughout the year according to changes in State Government legislation.

This report seeks Council's approval for the delegation of Council powers under the *Local Government Regulation 2012 (Qld) ("LOGR")* to the position of Chief Executive Officer.

**Officer's Recommendation:**

That Council:

1. under section 257 of the *Local Government Act 2009*, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Local Government Regulation 2012 (Qld) ("LOGR").*

2. all prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council

### Acronyms:

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

| Acronym | Description |
|---|---|
| Nil | |

**Context:**
***Why is the matter coming before Council?***

MacDonnell's Law provides monthly updates to Maranoa Regional Council as part of the Monthly Delegation Update service. Council is advised that the *Local Government Regulation 2012 (Qld) ("LOGR")* will be amended by the *Local Government Legislation (Integrity) Amendment Regulation 2020* which commences on 12 October 2020, immediately after the commencement of section 81 of the *Electoral and Other Legislation (Accountability and Other Matters) Amendment Act 2020* (Qld).

The changes to the Instrument of Delegation are minor to reflect the publishing of a notice for Council meetings.

The Instrument of Delegation has been drafted accordingly (as attached) by MacDonnell's Law, with the following extract highlighting the recommended changes (additions).

**Part 2 – Local government meetings and committees**

**Division 1A – Requirements for local government meetings generally**

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 254B(1) | Power to publish a notice at least once a year, of the days and times when:<br>(a) its ordinary meetings will be held; and<br>(b) the ordinary meetings of its standing committees will be held. |
| Local Government | 254B(1) | Power to consider it appropriate to publish the notice mention in subsection (1) in other ways. |

**Background to the Delegation of Powers**

Council is vested with the power to make a range of decision and various actions under legislation and other statutory instruments. Council derives those powers from State law, such as the *Local Government Act 2009,* and under its local laws and planning scheme.

Section 257 of the *Local Government Act 2009* allows Council, by resolution, to delegate its powers under State and other laws, to one or more individuals or standing committees, including to the Chief Executive Officer.

The delegation of a Council's power does not involve Council parting with or surrendering those powers. Council continues to retain all powers which are the subject of delegation. A delegation involves the "sharing" of power, so that both Council and the Chief Executive Officer can exercise the same power.

Other important legal principles which apply to the delegation proposal set out in the report are:

a) Council at all times retains the power to revoke the delegation. Accordingly Council retains ultimate control.
b) Council, as the delegator, still has responsibility to ensure that the relevant power is properly exercised. Council will therefore continue to supervise and oversee the exercise of its powers.
c) A delegation of power by Council may be subject to any lawful conditions which Council wishes to impose. The imposition of conditions enables Council to impose checks and balances on its delegations. However, as with any vesting power, the delegated power cannot be unduly fettered.
d) The delegate must exercise a delegated power fairly and impartially, without being influenced by or being subject to the discretion of other individuals.
e) A local government must not delegate a power that an Act states must be exercised by resolution.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

Council has previously delegated power under the *Local Government Regulation 2012* to the chief Executive Officer.

The *Local Government Regulation 2012 (Qld) ("LOGR")* will be amended by the *Local Government Legislation (Integrity) Amendment Regulation 2020* which will commence on 12 October 2020, immediately after the commencement of section 81 of the *Electoral and Other Legislation (Accountability and Other Matters) Amendment Act 2020* (Qld).

The changes to the Instrument of Delegation are minor to reflect the publishing of a notice for Council meetings.

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

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

This report has been provided in compliance with section 257 of the *Local Government Act 2009,* which allows for the Local Government, by resolution, to delegate power under the *Local Government Regulation 2012 (Qld) ("LOGR")* and any other act to the Chief Executive Officer.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil

## Input into the Report & Recommendation*:*

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

MacDonnell's Law

## Funding Bodies*:*

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

The delegation update service is funded in the current financial years' budget.

## Future Years' Budgets:

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

Nil

## Impact on Other Individuals or Interested Parties:

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

Chief Executive Officer

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| If Council were to not delegate powers | The delegation of Local Government powers plays a vital part of the effective operation of Council. |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Delegation of Council powers to the Chief Executive Officer as per the Instrument of Delegation.

## Recommendation:

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

That Council:

1. under section 257 of the *Local Government Act 2009*, resolve to delegate the exercise of powers contained in Schedule 1 of the Instruments of Delegation included in the officer's report, to the Chief Executive Officer. These powers must be exercised subject to any limitations contained in Schedule 2 of the attached Instruments of Delegation for the *Local Government Regulation 2012 (Qld) ("LOGR").*

2. all prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

No

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 5: Managing our operations well
5.2 Business planning, governance and performance reporting
10.4.1 Defining expectations and boundaries

## Supporting Documentation:

*1*⇩ Draft - Local Government Regulation 2012 ( LOGR ) - Instrument of Delegation as at 12 October 2020 D20/87475

## Report authorised by:

Director - Corporate & Community Services

# INSTRUMENT OF DELEGATION

## Maranoa Regional Council
### *Local Government Regulation 2012 ("LOGR")*

Under section 257 of the *Local Government Act 2009*, Maranoa Regional Council resolves to delegate the exercise of the powers contained in Schedule 1 to the Chief Executive Officer.

These powers must be exercised subject to the limitations contained in Schedule 2.

All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

Schedule 1

## *Local Government Regulation 2012 ("LOGR")*

### CHAPTER 3 – THE BUSINESS OF LOCAL GOVERNMENTS

**Part 2 – Business reform, including competitive neutrality**

**Division 7 – Competitive neutrality complaints**

***Subdivision 2 – Complaint process***

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 55(4) | Power to, within seven (7) days after making the resolution, give notice of the resolution to:<br>(a) The complainant; and<br>(b) The QCA; and<br>(c) If a corporatised business entity is conducting the business activity—the corporatised business entity. |

**Part 3 – Roads and other infrastructure**

**Division 2 – Malls**

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 58(2)(b) | Power to permit the use of any part of the mall (including for the use of erecting any structure, for example) on the conditions it considers appropriate. |

### CHAPTER 4 – RATES AND CHARGES

**Part 5 – Differential general rates**

**Division 2 – Entering land to categorise land**

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Chief Executive Officer | 83(1) | Power to appoint a qualified person as a categorisation officer for this division. |
| Local Government | 83(2)(b) | Power to authorise a person for the purpose of this division. |
| Chief Executive Officer | 84(1) | Power to give a categorisation officer an identity card. |

**Division 4 – Objecting to rates category**

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Chief Executive Officer | 91(2) | Power to consider the objection and decide:<br>(a) to change the rating category for the land:<br>(i) to the rating category to which the owner claims in the objection notice the land should belong; or<br>(ii) to another rating category; or |

| | | |
|---|---|---|
| | | (b) not to allow the objection. |
| Chief Executive Officer | 91(3) | Power to give the owner notice of the decision and the reasons for the decision. |

**Part 12 – Overdue rates and charges**

**Division 3 – Selling or acquiring land for overdue rates or charges**

***Subdivision 2 – Selling land for overdue rates or charges***

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 138(3) | Power to give the State or government entity that has the interest in the land under the State encumbrance a notice of the local government's intention to sell the land, before the local government sells the land. |
| Local Government | 140(3) | In certain circumstances, power to give all interested parties a notice of intention to sell the land. |
| Local Government | 143(1) | Power to set a reserve price for the auction. |
| Local Government | 143(2) | In certain circumstances, power to enter into negotiations with the highest bidder at auction to sell the land by agreement. |

***Subdivision 3 – Acquiring land for overdue rates or charges***

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 149(2) | In certain circumstances, power to, as soon as practicable, give all interested parties a notice of intention to acquire the land. |

**Part 13 – Land record of local government**

**Division 1 – Land record**

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Chief Executive Officer | 156(2) | In certain circumstances, power to, as soon as practicable, give the ratepayer an information notice about the amendment. |

**CHAPTER 5 – FINANCIAL PLANNING AND ACCOUNTABILITY**

**Part 5 – Community grants**

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 194(a) | Power to be satisfied:<br>(a) the grant will be used for a purpose that is in the public interest; and<br>(b) the community organisation meets the criteria stated in the local government's community grants policy. |

## Part 8 – Local government funds and accounts

### Division 1 – Trust fund

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 201(2) | In certain circumstances, power to transfer money from a trust fund. |

## Part 9 – Accounting records

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Chief Executive Officer | 204(2) | Power to present the financial report:<br>(a) if the local government meets less frequently than monthly—at each meeting of the local government; or<br>(b) otherwise—at a meeting of the local government once a month. |
| Chief Executive Officer | 205(1) | Power to present the local government's annual budget meeting with a statement of estimated financial position. |

# CHAPTER 6 – CONTRACTING

## Part 3 – Default contracting procedures

### Division 2 – Entering into particular contracts

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 225(3) | Power to not accept any of the quotes received. |
| Local Government | 225(4) | Power to decide to accept a quote. |
| Local Government | 225(4) | Power to decide which quote is most advantageous to Council, having regard to the sound contracting principles. |
| Local Government | 228(8) | Power to decide not to accept any tenders received. |
| Local Government | 228(9) | Power to decide to accept a tender. |
| Local Government | 228(9) | Power to decide which tender is most advantageous to Council, having regard to the sound contracting principles. |

### Division 3 – Exceptions for medium-sized and large-sized contractual arrangements

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 232(2) | In certain circumstances, power to enter into the contract without first inviting written quotes or tenders. |
| Local Government | 232(4) | In certain circumstances, power to invite suppliers to tender to be on a register of pre-qualified suppliers. |

## CHAPTER 8 – ADMINISTRATION

### Part 1 – Councillors

### Division 1 – Councillor remuneration

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 248(1) | Power to consider that, having regard to exceptional circumstances that apply, a councillor of its local government is entitled to a different amount of remuneration from the remuneration stated in the remuneration schedule for the category of local government to which the local government belongs. |

### Part 2 – Local government meetings and committees

### Division 1A – Requirements for local government meetings generally

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 254B(1) | Power to publish a notice at least once a year, of the days and times when:<br>(a) its ordinary meetings will be held; and<br>(b) the ordinary meetings of its standing committees will be held. |
| Local Government | 254B(1) | Power to consider it appropriate to publish the notice mention in subsection (1) in other ways. |

### Part 3 – Local government employees

### Division 1 – Disciplinary action against local government employees

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Chief Executive Officer | 279 | Power to be satisfied that that the employee has:<br>(a) failed to perform their responsibilities under the Act; or<br>(b) failed to perform a responsibility under the Act in accordance with the local government principles; or<br>(c) taken action under the Act in a way that is not consistent with the local government principles. |
| Chief Executive Officer | 282(1) | Power to be satisfied, on reasonable grounds, that a local government employee will be subject to disciplinary action. |
| Chief Executive Officer | 282(1) | Power to suspend the employee from duty. |
| Chief Executive Officer | 283(1) | Power to give the employee:<br>(a) written notice of the following:<br>(i) the disciplinary action to be taken;<br>(ii) the grounds on which the disciplinary action is taken;<br>(iii) the particulars of conduct claimed to support the grounds; and<br>(b) a reasonable opportunity to respond to the information contained in the written notice. |

**Part 5 – Register of interests**

**Division 1 – Disciplinary action against local government employees**

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Chief Executive Officer | 296 | In certain circumstances, the power to inform the informed person. |

**CHAPTER 9 – OTHER PROVISIONS**

**Part 3 – Delegation of powers**

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Chief Executive Officer | 305(2) | Power to consider it appropriate to include other information in the register. |

**Part 6 – Loss of local government asset**

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Chief Executive Officer | 307A(1)(b) | Power to form reasonable suspicion that there has been a reportable loss of an asset belonging to the local government. |
| Chief Executive Officer | 307A(3) | Power to be satisfied the material loss is also a reportable loss and power to advise the person specified in subsection (3) as soon as practicable but not more than 6 months after the CEO becomes aware of the loss. |

**SCHEDULE 4 – PRICING PROVISIONS**

| Entity power given to | Section of LOGR | Description |
|---|---|---|
| Local Government | 10(2) | Power to decide the amount for the return on the capital used by a local government in conducting a relevant activity. |
| Local Government | 10(2) | Power to form the opinion that a rate is comparable to the rate which a private sector business conducting the activity would be able to obtain the capital in the market. |
| Local Government | 10(3) | Power to consider appropriate, for the type of business activity, the split between equity and loan capital and the return appropriate to each. |

Schedule 2

# LIMITATIONS TO THE EXERCISE OF POWER

1. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.

2. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.

3. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).

4. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.

5. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.

6. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2020 04 10 - LOGR - Delegation Instrument]

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 25 September 2020

**Item Number:** 11.2 **File Number:** D20/91830

**SUBJECT HEADING:** Roma Saleyards Prime Sales

**Classification:** Open Access

**Officer's Title:** Manager - Saleyards

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**Executive Summary:**
Roma Livestock Agents Association held a meeting on Wednesday, 16 September 2020, to discuss prime sales at Roma Saleyards.

A motion from this meeting was to request to Council that Roma Saleyards prime sales continue in the current format (incorporated into the weekly store sale)

**Officer's Recommendation:**
That due to the recommendation from the Roma Livestock Agents Association (RLAA), Council:

1. Nominate Tuesday as a regular sale day for prime cattle until 31 December 2020. This will give certainty to producers that prime sale cattle are auctioned weekly at Roma.

2. Undertake a review in December 2020 in consultation with the RLAA; bringing a report back to Council.

---

**Individuals or Organisations to which the report applies:**
***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council
Movement and Control of Stock Services Contractor
NLIS Scanning and Data Collection Services Contractor
RLAA Receival Contractor (store and prime sales)
Individual Agencies Operating at Roma Saleyards
Vendors
Buyers
Livestock Transporters

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| RLAA | Roma Livestock Agents Association |
| NLIS | National Livestock Identification System |

## Context:

***Why is the matter coming before Council?***

This matter is coming before Council as *Local Law No 6 (Operation of Saleyards) 2011* outlines that Council set the days and times that sales are conducted at Roma Saleyards.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

At Council's general meeting held on 10 June 2020, Council considered a request from the Roma Livestock Agents Association for Store and Prime Sales to remain combined until 30 September 2020. Council resolved as follows:

**Resolution No. GM/06.2020/44**

That Council:

1. Temporarily nominate Tuesday as a regular sale day for prime cattle (incorporated in the weekly store sale) until 30 September 2020. This will give certainty to producers that prime sale cattle are auctioned weekly at Roma.

2. Undertake a review in September 2020 in consultation with the Roma Livestock Association, bringing a report back to Council.

3. Approve the continued temporary use of the receival/delivery yards (old selling pens) adjacent to the loading ramps, only where cattle numbers exceed 6,000 head or at the Manager Saleyards' discretion (depending on the prime sale numbers of that sale) until 30 September 2020. The auctioneer walkways are scheduled to be dismantled as the pens are now receival and delivery yards

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

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

***Local Law No 6 (Operation of Saleyards) 2011***

***Part 4 Stock sales***

***(12)*** *Times for sale*

***(1)*** *The local government may fix the days and times during which regular stock sales may be conducted at the saleyard.*

***Subordinate Local Law 1.17 (sale or Consignment of Stock at a Saleyard) 2011***

***6. Conditions that will ordinarily be imposed on an approval***

***6 (2)*** *The local government may, from time to time, nominate a particular day of the week as a regular sale day for the sale of stock, for example, each of the following-*

*(a) bulls;*
*(b) store cattle;*
*(c) prime cattle.*

***(3)*** *The local government may, from time to time, change a regular sale day for the sale of stock or a specified type of stock at the saleyard.*

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil

## Input into the Report & Recommendation*:*

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

Manager Saleyards – Combined Store and Prime Sales are proceeding well, and agree to leave combined at this stage

RLAA – Correspondence attached

## Funding Bodies*:*

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Nil

## Future Years' Budgets:

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

Nil

## Impact on Other Individuals or Interested Parties:

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

Nil

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Prime Sales discontinuing at Roma Saleyards / low numbers / vendors not using Roma | Likelihood: Possible<br>Mitigation: Communications from Council/Roma Saleyards be a consistent message that prime sale cattle are now received and sold at Roma on Tuesdays (which is what is happening now). This will give certainty to the industry about sending cattle (i.e. sales not being cancelled). When prime sale cattle numbers increase, Council will reconsider auction days for prime cattle. |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Support the request from RLAA for Store and Prime Sales to remain combined until 31 December 2020. This will give certainty to producers that prime sale cattle are auctioned weekly.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

That due to the recommendation from the Roma Livestock Agents Association (RLAA), Council:

1. Nominate Tuesday as a regular sale day for prime cattle until 31 December 2020. This will give certainty to producers that prime sale cattle are auctioned weekly at Roma.

2. Undertake a review in December 2020 in consultation with the RLAA; bringing a report back to Council.

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

No

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.6 Saleyards

## Supporting Documentation:

| | | |
|---|---|---|
| *1*⇩ | Letter from Roma Livestock Agents Association Inc - Request to Continue Combined Store and Prime Sales - 16 September 2020 | D20/91831 |

## Report authorised by:

Director - Corporate & Community Services

ROMA LIVESTOCK AGENTS ASSOCIATION INCORP
P.O. BOX 71
ROMA QLD 4455

16TH September 2020

Saleyards Manager
Maranoa Regional Council
P.O. Box 42
Mitchell QLD 4465

Attention: Paul Klar

Dear Paulk

Re: Roma Prime Sales

The Roma Livestock Agents Association Incorp advise that at a meeting held 16th September 2020 the following motion was moved and passed:

Roma Livestock Agents Association Incorp respectfully request that Prime Sales to continue under the current format with Store Sales until the end of 2020.

Should this be approved the Roma Livestock Agents Assoc Incorp will advise the Maranoa Regional Council at the end of December 2020 for the following year 2021.

Should you require any further clarification please contact me.

Yours faithfully

Andrew Holt
President
Roma Livestock Agents Association Incorp.

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 22 September 2020

**Item Number:** 11.3 **File Number:** D20/90542

**SUBJECT HEADING:** Tender 21001: Register of Pre-Qualified Suppliers for the Purchase and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.

**Classification:** Open Access

**Officer's Title:** Manager - Procurement & Plant

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**Executive Summary:**

*Tender 21001 – Register of Pre-Qualified Suppliers for the Purchase and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.*

This report seeks Council's approval to establish supplier arrangements for a Register of Suppliers to purchase and remove scrap metal, batteries and other valuable recyclable materials from various waste facilities and other sites within the Maranoa Region.

The Evaluation Panel assessed the submissions and the report is tabled for Council's consideration.

**Officer's Recommendation:**

That Council:

1. Approve the formation of the Register of Pre-Qualified Suppliers for the Purchase and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.

2. Include the following suppliers in the Register:
   - OneSteel Recycling – T/A Infrabuild Recycling
   - Sims Group Australia Holdings Limited T/A Sims Metal Management

3. Approve the Register to remain current until 30 September 2024 with an annual refresh.

4. Authorise the Chief Executive Officer (or delegate) to enter into a *Sale of Goods Agreement* with the selected Tenderers formalising the terms and conditions detailed in the draft agreement.

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### Individuals or Organisations to which the report applies:

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

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

The following organisations will gain a benefit:

- OneSteel Recycling – T/A Infrabuild Recycling
- Sims Group Australia Holdings Limited T/A Sims Metal Management

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| N/A | N/A |

## Context:

***Why is the matter coming before Council?***

The Register of Pre-Qualified Suppliers for the Purchase and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials was advertised as a Tender and as such requires Council approval.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

Council publicly advertised tender 21001 - *Register of Pre-Qualified Suppliers for the Purchase and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials* with the aim to provide Council with a register of Contractors that will purchase, collect and remove Scrap Metal, Batteries and other Valuable Recyclable Materials at various facilities within the Maranoa Region. This Register will not be for the collection, removal or processing of other recyclable waste that has no value.

The main recyclable waste products at the waste facilities are mixed scrap metal and car batteries.

Other sites may accumulate scrap metal or other recyclable products and these will be identified in a Request For Quote for their disposal.

Council intends to enter into one or more contracts with suppliers on the register as waste levels reach a level that they are required to be sold and removed from various Council sites.

Due to the dynamic nature of prices for scrap metal and other recyclable materials, Council will issue Request For Quotes (RFQ) to the contractors on the Register as the need for the removal of these materials occurs.

The Contractor will be required to make payments to the Council for the Scrap Metal, Batteries and Other Valuable Recyclable Materials collected.

Maranoa Regional Council owns and operates a number of facilities through the region where waste is stored/managed, including the following sites:

| Facility | Location |
|---|---|
| Roma Landfill | 269 Short Street, Roma |
| Mitchell Landfill | St George Road, Mitchell |
| Injune Landfill | Womblebank Gap Road, Injune |
| Jackson | Tip Road, Jackson |
| Yuleba Landfill | Perry Street, Yuleba |
| Wallumbilla Landfill | Tip Road, Wallumbilla |
| Maranoa Regional Council Quarry | Canarvon Highway, approximately 36 km north of Roma. |
| Other unspecified sites | Provided as required |

Other sites may accumulate scrap metal and these will be identified in the RFQ for their disposal.

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

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

*Local Government Regulation 2012*

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Procurement Policy Adopted 18 March 2020 **Resolution No. GM/03.2020/43**

## Input into the Report & Recommendation*:*

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

Manager - Environment, Health, Waste & Rural Land Services

## Funding Bodies*:*

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

Not applicable

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Revenue from the sale of scrap will be allocated to general waste revenue 1410.0125.0200.

## Future Years' Budgets:

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

It is expected that future revenue will be generated by this Tender and be allocated accordingly.

## Impact on Other Individuals or Interested Parties:

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

None identified

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| N/A | N/A |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council approve the formation of the Register of Pre-Qualified Suppliers for the Purchase and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

It is Recommended that Council:

1. Approve the formation of the Register of Pre-Qualified Suppliers for the Purchase and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.

2. Include the following suppliers in the Register:
   - OneSteel Recycling – T/A Infrabuild Recycling
   - Sims Group Australia Holdings Limited T/A Sims Metal Management

3. Approve the Register to remain current until 30 September 2024 with an annual refresh.

4. Authorise the Chief Executive Officer (or delegate) to enter into a Sale of Goods Agreement with the selected Tenderers formalising the terms and conditions detailed in the draft agreement.

**Link to Corporate Plan:**
Corporate Plan 2018-2023
Strategic Priority 1: Getting the basics right
1.5 Waste

**Supporting Documentation:**

| | | |
|---|---|---|
| *1*⇩ | Tender 21001- Register Pre-Qualified Suppliers for the Purchase and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials. | D20/90548 |

**Report authorised by:**
Manager - Environment, Health, Waste & Rural Land Services
Director - Corporate & Community Services

CONFIDENTIAL

# EVALUATION OF TENDER RESPONSES

## RFT 21001: Register of Pre-Qualified Suppliers for the Sale and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials

REPORT COORDINATED BY:
Michael Worthington

With input and review provided by:

- Sandra Crosby – Manager, Environment, Health, Waste & Rural Land Services
- Michael Worthington, Manager – Procurement & Plant

SEPTEMBER 2020 D20/

maranoa REGIONAL COUNCIL

# EVALUATION OF TENDER RESPONSES

20024 - Register of Pre-Qualified Suppliers for the Sale and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.

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# EVALUATION OF TENDER RESPONSES

20024 - Register of Pre-Qualified Suppliers for the Sale and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.

## 1. EXECUTIVE SUMMARY

This report summarises the evaluation process undertaken for *Tender 21001 – Register of Pre-Qualified Suppliers for the Sale and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials*. The tender period opened on 28 August 2020 and closed on the 21 September 2020. Two (2) responses were received.

The Tender Evaluation Panel (TEP) comprised the following Council staff members:

- Manager – Procurement & Plant
- Manager, Environment, Health, Waste & Rural Land Services

In developing the recommended register, the following broad steps were undertaken:

1. Scoring based on the tender documentation and business profile.
2. Assessing the management of safety.
3. Contribution to the local economy

The following businesses are recommended to be added to the *Register of Pre-Qualified Suppliers for the Sale and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.*

| Number | Tenderer's Name |
|---|---|
| 1 | OneSteel Recycling – T/A Infrabuild Recycling |
| 2 | Sims Group Australia Holdings Limited T/A Sims Metal Management |

## 2. BACKGROUND

Council publicly advertised tender **21001 - Register of Pre-Qualified Suppliers for the Purchase and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials** with the aim to provide Council with a register of Contractors that will purchase, collect and dispose of Scrap Metal, Batteries and other Valuable Recyclable Materials at various facilities within the Maranoa Region. This Register will not be for the collection and removal of waste that has no value.

The main recyclable waste products at the waste facilities are mixed scrap metal and car batteries. Other sites may accumulate scrap metal or other recyclable products and these will be identified in an RFQ for their disposal.

Council intends to enter into one or more contracts with suppliers on the register as waste levels reach a level that they are required to be sold and removed from various Council sites

Due to the dynamic nature of prices for scrap metal and other recyclable materials, Council will issue Request For Quotes (RFQ) to the contractors on the Register as the need for the removal of these materials occurs.

The Contractor will be required to make payments to the Council for the Scrap Metal, Batteries and Other Valuable Recyclable Materials collected.

## EVALUATION OF TENDER RESPONSES

20024 - Register of Pre-Qualified Suppliers for the Sale and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.

Maranoa Regional Council owns and operates a number of Waste Management Facilities through the region, at the following sites:

| Facility | Location |
|---|---|
| Roma Landfill | 269 Short Street, Roma |
| Mitchell Landfill | St George Road, Mitchell |
| Injune Landfill | Womblebank Gap Road, Injune |
| Jackson | Tip Road, Jackson |
| Yuleba Landfill | Perry Street, Yuleba |
| Wallumbilla Landfill | Tip Road, Wallumbilla |
| Maranoa Regional Council Quarry | Canarvon Highway, approximately 36 km north of Roma. |
| Other unspecified sites | Provided as required |

Other sites may accumulate scrap metal and these will be identified in the RFQ for their disposal.

### 3. ADVERTISING DETAILS

The tender was advertised in the Western Star between 28 August 2020 and 21 September 2020.



maranoa REGIONAL COUNCIL

Show Contact Details

maranoa REGIONAL COUNCIL

A.B.N. 99324089164

Purchase and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials

Tender Number - 21001

Maranoa Regional Council invites interested parties to submit tenders for the purchase and removal of scrap metal, car batteries and other valuable recyclable materials from Waste Management Facilities and other sites throughout the Maranoa region.

Tenders close at 10 am, 21 September 2020.

Tender documents (including specification and tender response form) can be obtained from www.lgtenderbox.com.au

Submissions received after the closing date and time will not be accepted. Only electronic submissions uploaded in the LG Tender Box will be considered.

Julie Reitano

Chief Executive Officer

Roma 4455

## EVALUATION OF TENDER RESPONSES

20024 - Register of Pre-Qualified Suppliers for the Sale and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.

### 4. TENDER PERIOD

The tender documents were released on 28 August 2020 and closed on 21 September 2020.

### 5. LEVEL OF INTEREST FROM THE MARKET

Twenty (20) entities/individuals downloaded the tender documents from LG Tender Box with Two (2) tenders received in total.

### 6. TENDER EVALUATION PANEL MEMBERS & CONSULTATION

The Tender Evaluation Panel (TEP) comprised the following Council staff members:

- Manager – Procurement & Plant
- Manager, Environment, Health, Waste & Rural Land Services

### 7. TENDER SUBMISSIONS RECEIVED

Two (2) submissions were received from the following tenderers:

| Number | Tenderer's Name |
|---|---|
| 1 | OneSteel Recycling – T/A Infrabuild Recycling |
| 2 | Sims Group Australia Holdings Limited T/A Sims Metal Management |

### 8. TENDER EVALUATION RESULTS

The results of the Tender Assessment are shown in the table below.

| Tenderer's Name | About the Tenderer | Safety Mgmt | Local Content | Total Score |
|---|---|---|---|---|
| OneSteel Recycling – T/A Infrabuild Recycling | 60 | 25 | 0 | 85 |
| Sims Group Australia Holdings Limited T/A Sims Metal Management | 60 | 20 | 0 | 80 |

### 9. RECOMMENDED CONTRACTORS TO BE ADDED TO THE WET HIRE OF EQUIPMENT REGISTER

The Tender Assessment Panel recommend the following Tenderers are included in the Register of Pre-Qualified Suppliers for the Purchase and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.

| Number | Tenderer's Name |
|---|---|
| 1 | OneSteel Recycling – T/A Infrabuild Recycling |
| 2 | Sims Group Australia Holdings Limited T/A Sims Metal Management |

# EVALUATION OF TENDER RESPONSES

20024 - Register of Pre-Qualified Suppliers for the Sale and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.

## 10. TENDER EVALUATION PROCESS

The tender evaluation process consisted of assessing the tenderers submissions against the criteria below.
Before undertaking the scoring evaluation, each tender was assessed for compliance to the conditions of Tender.

| Evaluation Criteria | Points |
|---|---|
| About the Tenderer's Business | 60 points |
| Management of Safety Risks Associated with the Contractor's Operations | 25 points |
| Contribution to the Local Economy | 15 points |
| Declaration of Actual, Potential or Perceived Conflicts of Interest | Mandatory |

### 10.1 ABOUT THE TENDERER'S BUSINESS

**Compliance Considerations (Yes / No)**

The following table provides an overview of the general information provided by tenderers (overview of the business, ASIC company extract & insurance details, referees, financials and Conflict of interest). All businesses provided a Business Profile.

| Tenderer | ASIC Company Extract | Insurance Coverage | Financial (Pass/Fail) | Conflict of Interest (any issues?) | Statements Of Departure | Agreement to Tender Documents | Execution of Tender |
|---|---|---|---|---|---|---|---|
| OneSteel Recycling – T/A Infrabuild Recycling | Out of date | Public Liability: 46109988<br><br>Motor Vehicle: 24F 2045354<br><br>Professional Indemnity: 72 2232551 GLR & 72 2232552 GLR<br><br>Workcover: Self Insurance Licence No. SE100000241 | OK | No | Yes – Refer to table | Yes | Yes |
| Sims Group Australia Holdings Limited T/A Sims Metal Management | No, gave financials instead | Public liability: 1810661-14009/-14010<br><br>Motor Vehicle: 72 2230680<br><br>Workcover: WAA850693339 | OK | No | No | Yes | Yes |

## EVALUATION OF TENDER RESPONSES

20024 - Register of Pre-Qualified Suppliers for the Sale and Removal of Scrap Metal, Batteries and Other Valuable Recyclable Materials.

### 10.2 MANAGEMENT OF SAFETY RISKS ASSOCIATED WITH THE CONTRACTORS OPERATIONS

Tenderers were requested to scan and include with the Tender Response a copy of any sample safety documents used in the business (e.g. Job Safety Analyses, Safety Manuals etc.), in an attachment labelled "7.4 – Safety"). These were assessed with the following scores for each Tenderer below.

| Tenderer | | Safety (Points) |
|---|---|---|
| OneSteel Recycling – T/A Infrabuild Recycling | Provided a project management plan, Environmental Management Plan, Sample Safe Operating Procedure, Hazard identification forms used at Council waste sites previously and Offsite Standards Checklist previously used at Council waste sites.<br>Incident Reporting and Investigation Procedure, Safety Guidelines and Job Safety Analysis form<br>Unacceptable Scrap Metal Manual. | 25 |
| Sims Group Australia Holdings Limited T/A Sims Metal Management | Example of Incident Report form, Job Safety Analysis form, Index of Safe Work Procedures Manual, | 20 |

### 10.3 LOCAL CONTENT ASSESSMENT

Under Council's My Maranoa initiative, Tenderers were assessed for the local content.

| Stars | Criterion | OneSteel | Sims Group |
|---|---|---|---|
| 5 Star (15 points) | 100% ownership in region | ☐ | ☐ |
| | 90% employees reside in region | ☐ | ☐ |
| | Head office in region | ☐ | ☐ |
| 4 Star (12 points) | > 75% ownership in region | ☐ | ☐ |
| | > 75% employees reside in region | ☐ | ☐ |
| | Head office in region | ☐ | ☐ |
| 3 Star (9 points) | > 1 or more owners in region | ☐ | ☐ |
| | > 25% employees reside in region | ☐ | ☐ |
| | Office/branch in the region | ☐ | ☐ |
| 2 Star (6 points) | Business is ratepayer in the region (2+ yr) | ☐ | ☐ |
| | Employs residents of the region | ☐ | ☐ |
| | Office/branch in the region | ☐ | ☐ |
| 1 Star (3 points) | Business is ratepayer or long-term lessee | ☐ | ☐ |
| | Employs residents of the region | ☐ | ☐ |
| | Office in the region | ☐ | ☐ |
| **Local Content Score** | | **0 Points** | **0 points** |

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 22 September 2020

**Item Number:** 11.4 **File Number:** D20/90821

**SUBJECT HEADING:** Tender 20024 Register of Pre-Qualified Suppliers for Wet Hire of Equipment.

**Classification:** Open Access

**Officer's Title:** Manager - Procurement & Plant

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**Executive Summary:**
This Report details the sub-panels for the *Register of Pre-Qualified Suppliers for Wet Hire of Equipment*. The original report for Tender 20024 presented to Council did not detail the sub-panels as is normal practice.

Suppliers are allocated to various sub-panels based on Council's requirements and the type of equipment Tenderers can supply.

This report is presented to Council to approve the sub-panels for the *Register of Pre-Qualified Suppliers for Wet Hire of Equipment*.

**Officer's Recommendation:**
That Council approve the formation of sub-panels of equipment under the *Register of Pre-Qualified Suppliers for Wet Hire of Equipment* as listed below:

---

| Plant Category/Supplier |
|---|
| **Dozers - Tracked** |
| Ison Haulage |
| Quarry Mining Haulage |
| **Excavator Tracked** |
| Joe Wagner Group |
| Matt Lister Earthmoving |
| Quarry Mining Haulage |
| Speciality Services QLD |
| G R Brown & Sons Pty Ltd |
| **Graders** |
| Joe Wagner Group |
| Quarry Mining Haulage |
| G R Brown & Sons Pty Ltd |
| **Haulage - Body Truck** |
| Joe Wagner Group |
| Quarry Mining Haulage |
| Speciality Services QLD |

| Plant Category/Supplier |
|---|
| G R Brown & Sons Pty Ltd |
| Buck Scott Haulage Pty Ltd |
| **Haulage - End Tippers** |
| HBS Earthmoving Pty Ltd |
| J & J Earthmoving (QLD) Pty Ltd |
| Quarry Mining Haulage Pty Ltd |
| **Haulage - Flat Tops/Drop Decks** |
| Ison Haulage |
| J D & T J Bell |
| **Haulage - Floats/Low Loaders** |
| Ison Haulage |
| **Haulage - Side Tippers** |
| Ison Haulage |
| Joe Wagner Group |
| Matt Lister Earthmoving |
| Quarry, Mining Haulage |
| Buck Scott Haulage Pty Ltd |
| **Haulage - Truck & Dog (Recommend no panel)** |
| Buck Scott Haulage Pty Ltd |
| **Haulage - Water Tanker** |
| Joe Wagner Group |
| Speciality Services QLD |
| G & R Brown & Sons Pty Ltd |
| **Loaders – Backhoe** |
| Joe Wagner Group |
| Quarry Mining Haulage |
| **Loaders - Front End (Tyred)** |
| Ison Haulage Pty Ltd |
| Matt Lister Earthmoving |
| Quarry Mining Haulage |
| **Loaders - Skid Steer (Tracked)** |
| Bitu-Mill (Road Maintenance) Pty Ltd |
| HBS Earthmoving Pty Ltd |
| J & J Earthmoving (QLD) Pty ltd |
| Joe Wagner Group |
| Quarry Mining Haulage |
| Speciality Services QLD |
| G & R Brown & Sons Pty Ltd |
| Bitu-Mill (Road Maintenance) Pty Ltd |
| **Rollers - Multi-tyred (Recommend no panel)** |
| Joe Wagner Group |
| G & R Brown & Sons Pty Ltd |

| Plant Category/Supplier |
|---|
| Joe Wagner Group |
| **Rollers - Smooth Drum** |
| Joe Wagner Group |
| G & R Brown & Sons Pty Ltd |
| **Spreaders** |
| Quarry Mining Haulage |
| Stabilised Pavements Australia |
| TJ & JE Campbell Pty Ltd |
| G & R Brown & Sons Pty Ltd |
| THE Mining and Civil Pty Ltd |
| **Stabilisers** |
| Stabilised Pavements Australia |
| TJ & JE Campbell Pty Ltd |
| THE Mining and Civil Pty Ltd |
| **Profilers** |
| Bitu-Mill (Road Maintenance) Pty Ltd |
| |
| **Trucks - Prime Movers** |
| Ison Haulage Pty Ltd |
| Joe Wagner Group |
| **Vacuum Excavation Equipment** |
| HTD Australia Pty Ltd |
| Joe Wagner Group |
| Quarry Mining Haulage |
| Speciality Services QLD |
| |
| **Trenching Equipment** |
| HBS Earthmoving Pty Ltd |
| **Boring Equipment** |
| HTD Australia Pty Ltd |
| **Miscellaneous Equipment** |
| Bitu-Mill (Road Maintenance) Pty Ltd |
| Corbet's Group |
| Ezyquip Hire |
| HBS Earthmoving Pty Ltd |
| HTD Australia Pty Ltd |
| ISON Haulage Pty Ltd |
| J & J Earthmoving (QLD) Pty Ltd |
| JD and TJ Bell |
| Joe Wagner Group |
| Matt Lister Earthmoving |
| Quarry Mining Haulage Pty Ltd |
| Speciality Services QLD |

| Plant Category/Supplier |
|---|
| Stabilised Pavements Australia |
| T&W Earthmoving |
| THE Mining and Civil |
| TJ & JE Campbell Pty Ltd |
| G & R Brown & Sons Pty Ltd |
| Buck Scott Haulage Pty Ltd |
| Stabilco |

## Individuals or Organisations to which the report applies:

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

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

Contractors on the Register may gain a benefit and those Contractors not on the Register of Pre-Qualified Suppliers will not receive preference for work.

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| Wet Hire | Hire of plant with an operator. |

## Context:

***Why is the matter coming before Council?***

The Register of Pre-Qualified Suppliers for Wet Hire of Equipment is usually approved by Council and includes the sub-panels of equipment. The approval previously sought did not include the sub-panels. As such, this report requests Council's approval for the sub-panels of equipment.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The updated version of the *Register of Pre-Qualified Suppliers for Wet Hire of Equipment* was first developed through tender 20001. Tender 20024 was later called as resolved by Council (**GM/03.2020/79**) to include additional suppliers. This report finalises the results of the Tender 20024 by placing successful tenderers into sub-panel equipment categories.

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

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

The *Register of Pre-Qualified Suppliers for Wet Hire of Equipment* has been formed in accordance with section 232 of the *Local Government Regulation 2012*.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

N/A

## Input into the Report & Recommendation*:*

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

N/A

## Funding Bodies*:*

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

N/A

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

N/A

## Future Years' Budgets:

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

N/A

## Impact on Other Individuals or Interested Parties:

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

N/A

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| N/A | N/A |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is advised that Council approve the formation of sub-panels of equipment under the *Register of Pre-Qualified Suppliers for Wet Hire of Equipment* as listed in this report.

## Recommendation:

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

It is recommended that Council approve the formation of sub-panels of equipment under the *Register of Pre-Qualified Suppliers for Wet Hire of Equipment* as listed in this report.

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

No

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 1: Getting the basics right
1.3 Roads and drainage

## Supporting Documentation:

Nil.

## Report authorised by:

Director - Corporate & Community Services

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 24 September 2020

**Item Number:** 11.5 **File Number:** D20/91521

**SUBJECT HEADING:** Software Options - Roma Saleyards

**Classification:** Open Access

**Officer's Title:** Manager - Saleyards

---

**Executive Summary:**
On 3 September 2020 Council held a special meeting between Roma Livestock Agents Association, and Council regarding saleyards operations.
A Councillor report was considered at the special meeting on 3 September 2020 where Council resolved as follows:

**Resolution No. SM/09.2020/04**

[That] a report be prepared for an upcoming meeting.

**Officer's Recommendation:**
That Council

1. Engage with key users of the current livestock management platform to identify individual practices that may be enhanced, and/or overcome through this technology; and

2. Call for expressions of interest to provide a livestock management platform at Roma Saleyards.

---

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council
Saleyards Administration
NLIS Scanning and Data Collection Contractor
Roma Livestock Agents Association
Individual Agents Operating at Roma Saleyards

### Acronyms:

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

| Acronym | Description |
|---|---|
| NLIS | National Livestock Identification System |
| RLAA | Roma Livestock Agents Association |

## Context:

***Why is the matter coming before Council?***

On 3 September 2020 Council held a special meeting between Roma Livestock Agents Association and Council regarding saleyards operations.

A Councillor report was considered at the special meeting on 3 September 2020 where Council resolved as follows:

**Resolution No. SM/09.2020/04**

[That] a report be prepared for an upcoming meeting.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

In the current Manager Saleyards time, Roma Saleyards has always used the livestock management software from Livestock Exchange.

The software that is currently installed at the saleyards has always been primarily used by Council staff and/or contractors, but with the advancements of technology agents can now be more interactive with newer versions of livestock management platforms.

RLAA has asked Council to consider another software option which may be more user friendly.

At this meeting Manager Saleyards inquired what other software providers RLAA know are out in the market other than the current software. The response was Outcross.

It should be noted that Outcross Systems acquired all of Livestock Exchanges' livestock management platforms to in the last 12-18 months.

Outcross now own the following livestock management software platforms:

- LE – original livestock management platform installed at Roma Saleyards
- MarketPlace – was the first livestock management software update for Roma Saleyards providing more functionality for saleyards operations such as lot recognition
- AuctionIT – current livestock management platform installed, and was an updated version of MarketPlace

- Belvoir (StockYard) – currently in use at Blackall and Dalby

Outcross management have indicated to Manager Saleyards that they are currently working on developing one (1) livestock management platform out of all the above mentioned platforms.

It was also indicated that AuctionIT will be one of the first programs to be removed from saleyards sites due to only eight (8) sites currently using AuctionIT (no timeframe has been provided). This means that at some stage the livestock software at Roma Saleyards will be required to be either upgraded or changed.

It was also indicated by Outcross management that it would be an easier transition to change from the StockYard platform (if Council were to upgrade) to the new platform they are currently developing than from AuctionIT.

Whilst attending annual saleyards expos, there were other companies starting to develop livestock management platforms to provide alternatives in the market.

Given that it has been indicated by the current software provider to Manager Saleyards that the current program AuctionIT will be the first program to change it would be beneficial to Council and other parties, to investigate if there are any other software packages available in the market providing the best outcome and value for money for all parties.

It should be noted that regardless of whether Council decide to upgrade to the newer platform from Outcross, or engage a new platform from another party, all key users will need to learn the new platform given either option will be completely different to use than the current platform.

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

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

Nil

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil

## Input into the Report & Recommendation*:*

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

Manager Saleyards – If the livestock management platform is to be changed, either by upgrading the current platform through the current provider, or installing a new software it would be beneficial to see what other platforms and features are available for key users, and to ensure we get the best value for money.

## Funding Bodies*:*

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

**Work Order 14437.2491.2001 –** Saleyards Operations Main Office - Administration

$12,696 excluding GST per annum, plus 99 cents excluding GST per National Vendor Declaration to be electronically scanned (approximately $5,000 excluding GST per annum)

## Future Years' Budgets:

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

**Work Order: 22173.2491.2001 –** Saleyards Operations Multi-Purpose Facility Administration - Administration

Possible increase or decrease in expenditure depending on software packages available.

## Impact on Other Individuals or Interested Parties:

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

Maranoa Regional Council – Provide the best option and value for money for all parties involved

NLIS Scanning and Data Collection Services Contractor – The software would need to allow the functionality to fulfill their contract

Saleyards Administration - The software would need to allow the functionality for their role

Roma Livestock Agents Association (Checkoff) - The software would need to allow the functionality for their role

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| No engagement with key users of current livestock management platform | Likelihood – Almost Certain<br>Consequence – New livestock management platform does not meet all requirements of Roma Saleyards sale processes |
| Expression of Interest not called for a Livestock Management Platform | Likelihood – Possible<br>Consequence – Updated or new livestock management platform providing no better features than the current installed platform |

## Advice to Council:

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

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

That Council call an expression of interest for the supply of a livestock management platform at Roma Saleyards, after consulting with key users.

Before Council installs or updates a new livestock management platform it would be beneficial to see what other livestock management platform options are in the market.

There could be other software providers who can provide the same options and features at a better price.

## Recommendation:

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

That Council

1. Engage with key users of the current livestock management platform to identify individual practices that may be enhanced, and/or overcome through this technology; and

2. Call an expression of interest to provide a livestock management platform at Roma Saleyards

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

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

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

No

**Link to Corporate Plan:**
Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.6 Saleyards

**Supporting Documentation:**
Nil

**Report authorised by:**
Director - Corporate & Community Services

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 24 September 2020

**Item Number:** 11.6 **File Number:** D20/91663

**SUBJECT HEADING:** Weighing Times - Roma Saleyards

**Classification:** Open Access

**Officer's Title:** Manager - Saleyards

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**Executive Summary:**
On 3 September 2020, Council held a deputation with the Roma Livestock Agents Association and Agents regarding saleyards operations.

A Councillor report was considered at the special meeting on 3 September 2020 where Council resolved as follows:

***Resolution No. SM/09.2020/06***

*That a report be prepared for an upcoming meeting.*

**Officer's Recommendation:**
That Council endorse that Manager Saleyards continue to monitor weighing times at Roma Saleyards.

---

**Individuals or Organisations to which the report applies:**
***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council
Movement and Control of Stock Services Contractor
Roma Livestock Agents Association
Individual Agencies Operating at Roma Saleyards

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| EID | Electronic Identification Device |

## Context:

***Why is the matter coming before Council?***

On 3 September 2020 Council held a deputation with Roma Livestock Agents Association and Agents regarding saleyards operations.

A Councillor report was considered at the special meeting on 3 September 2020 where Council resolved as follows:

***Resolution No. SM/09.2020/06***

*That a report be prepared for an upcoming meeting.*

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

Weighing times at the saleyards have always been a discussion point with the perception that it is solely the contractor who determines weighing times. This is not the case. There are multiple factors that determine weighing times.

Below is a summary of what determines and can affect weighing times:

### Clerking Sheets

At the point of sale, agents clerk buyer details on a printed clerking sheet which indicates the pen number, paint mark, number of head, description of stock, price c/kg or $/head and buyer details.

When cattle are moving through the weighbridge area they are either sent straight through to the large weighbridge (no paint marks in a single pen), or moved through the drafting area (no paint marks in that single pen) for weighing based on paint.

The following are examples of what will cause either and/or both weighbridges to stop while the relevant agent or saleyards administration is contacted to confirm details:

- Agents holding onto clerking sheets until finishing selling their consignment. On Tuesday 15 September 2020 the weighbridges were held up for 38 minutes waiting for agents to provide clerking sheets to saleyards administration and weighbridges (no cattle were weighed during this time)

- The clerking sheet states there should be three (3) yellow loins, but when the cattle are drafted there is either one (1) less or one (1) more, or the paint mark is a shoulder, or no paint mark is visible.

- The wrong animal is painted when being sold. Usually this means the animal is weighed with the clean, but when they arrive at the weighbridge area drafting or weighing staff have not been notified resulting in the paint mark being drafted separately causing a discrepancy

- Incomplete clerking sheet with information missing i.e. no buyer and/or price scribed on clerking sheet

- Agent and/or buyer changes are made in the yards or at the office and the weighbridges not notified of the change. It is the agents responsibility to amend the clerking sheet at the weighbridge with any changes

Weighing cattle ceases on each of the above instances while the details are confirmed.

Getting in contact with an agent can be hard on a sale day which is why there is a local law that the agent must facilitate the weighing as described in the agents permit to sell as follows:

***5. OBLIGATIONS OF THE PERMIT HOLDER***

***5.1 Conditions ordinarily imposed***

*(4) be present at the Saleyard to —*

*a) facilitate the weighing of the cattle; and*

*b) provide details to the weighbridge operator at the Saleyard to facilitate computerised weighing and printout of the weight and price of the cattle; and*

*c) attest to the second count of the cattle following the counting out of the cattle from the selling pens.*

In most cases there is never an agent present at the weighbridge whilst their cattle are being weighed.

**Scanning Errors**

On occasions the scanning contractor unintentionally scans the wrong animal with a buyer paint mark. This occurs when two animal's heads are close together when scanning and one has a stronger EID frequency which results in the stronger EID being captured.

This error is identified when the cattle walk under the lot recognition scanner on the weighbridge.

This is usually fixed by recording the weight manually and putting the animal aside after the weighbridge to be scanned. This does not delay the weighing too much as the weight is recorded and the animal can be moved off the weighbridge.

### Drafting Errors

When drafting paint marks at the weighbridge area, the worker may unintentionally draft two pens without realising it. For example they will draft two (2) yellow loiners out of pen 3 and then draft a yellow loiner out of pen 4 and pen them together.

This mistake is identified when the cattle walk under the lot recognition scanner on the weighbridge resulting in the cattle requiring to be removed from the weighbridge and redrafted into their correct buyer consignment.

### Equipment or Maintenance Repairs

On occasions equipment (scanners or weighbridge) will disconnect from the weighbridge computer resulting in either a repair to the equipment or the computer requiring to be restarted or new parts being installed in equipment.

### Second Round Re-penning

On occasions when there is a second round of cattle, agents have been known to shut laneways off stopping cattle moving to the weighbridge or to buyer holding yards.

### Bull Sales

When bull sales are happening vendors and/or agent hosting the sale will close laneways off so they can move their bulls to wash pens while the weighing process is still in progress.

On occasions the vendors and agent hosting the sale have been asked to wait until weighing is finished but this does not always occur.

### Movement of Buyer Consignments

On occasions the contractor requiring to move buyer consignments to another buyer yard will sometimes need to use the laneway directly behind the weighbridge if there is spell cattle in the back lane.

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

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

### *Council - Local Law No. 6 (Operation of Saleyards) 2011*

The purpose of this local law is to provide for the orderly and proper conduct of business activities at the saleyards operated by the local government.

### *Council - Subordinate Local Law No. 1.17 (Sale or Consignment of Stock at a Saleyard) 2011*

a) The purpose of this subordinate local law is to supplement Local Law No. I (Administration) 20II which provides for a legal and procedural framework for the administration, implementation and enforcement of the local government's local laws, subordinate local laws and other regulatory powers, and for miscellaneous administrative matters.

b) The purpose is to be achieved by providing for- (a) various matters regarding the granting of approvals for prescribed activities; and (b) further specification of the definitions relevant to various prescribed activities.

c) In particular, the purpose of this subordinate local law is to supplement the legal and procedural framework for the prescribed activity named in schedule l, section 1.

A person uses the saleyard for a prescribed activity if the person- (a) sells or offers to sell stock by auction or otherwise at the saleyard; or (b) consigns stock from the saleyard.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil

## Input into the Report & Recommendation*:*

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

Manager Saleyards – It is not solely the Movement and Control of Stock Services contractor who determines weighing times given there are multiple processes (involving agents and their workers, Council staff, and contractors) to conduct a sale day. The operations of the Saleyards involves a number of stakeholders working together with each having separate legal roles and responsibilities.

## Funding Bodies*:*

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Nil

## Future Years' Budgets:

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

Nil

## Impact on Other Individuals or Interested Parties:

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

Nil

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| N/A | |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Manager Saleyards Continues to monitor weighing times at Roma Saleyards

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

That Council endorse that Manager Saleyards continue to monitor weighing times at Roma Saleyards

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

No

**Link to Corporate Plan:**
Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.6 Saleyards

**Supporting Documentation:**
Nil

**Report authorised by:**
Director - Corporate & Community Services

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 29 September 2020

**Item Number:** 11.7 **File Number:** D20/92693

**SUBJECT HEADING:** Request for reduced trading terms.

**Classification:** Open Access

**Officer's Title:** Manager - Procurement & Plant

**Executive Summary:**
Council has received correspondence from a supplier requesting a reduction in trading terms from twenty-eight (28) days.

**Officer's Recommendation:**
That Council approve a reduction in trading terms from twenty-eight (28) days to fourteen (14) days for any invoices submitted by creditor 11568.

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

The request for reduced trading terms was received from Jeanita Morris of 21 Redford Street, Mungallala, Qld 4467.

### Acronyms:

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

| Acronym | Description |
|---|---|
| Nil | |

### Context:

***Why is the matter coming before Council?***

Council received a request from Jeanita Morris for a reduction in trading terms.

### Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

Jeanita Morris is a cleaner for Council facilities at Mungallala and has requested a reduction in trading terms from twenty-eight (28) days.

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

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

N/A

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

N/A

## Input into the Report & Recommendation*:*

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

N/A

## Funding Bodies*:*

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

N/A

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Council may wish to consider the impacts of the reduction in payment terms more broadly, and what its position may be if further requests are received from other businesses. Although the interest income over the two-week period will be foregone, in the current low interest environment the change to fourteen (14) day payment will have little effect on council's interest income or budget.

## Future Years' Budgets:

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

As above.

## Impact on Other Individuals or Interested Parties:

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

The majority of Council's creditors are operating on standard twenty-eight (28) day trading terms, with payment effected twenty-eight (28) days from the date of the invoice or date of receipt (whichever is the later).

Approving this request may lead to other businesses applying for reduced payment terms.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Precedent | As the number of approved exceptions to the standard payment terms increase, it may be incumbent on Council to approve all similar requests that it receives. |
| Processing Time | Considering the volume of invoices that Council receives on a weekly basis, the 28 day payment terms provides sufficient time for payment claims to be entered into the finance system and for creditors/procurement staff to secure approval (goods receipting) from the requesting officers. Halving the payment terms (to 14 days) may result in an increase in overdue invoices. |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is recommended that Council approve the request for reduced trading term. This recommendation has been formed on the basis that the business is small business whose primary input costs are labour.

## Recommendation:

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

That Council approve a reduction in trading terms from twenty-eight (28) days to fourteen (14) days for any invoices submitted by creditor 11568.

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

No

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 2: Delivering strong financial management
2.4 Procurement and controlling our costs

**Supporting Documentation:**

*1*⇩ Request for Reduced Trading Terms - Jeanita Morris D20/92703

**Report authorised by:**

Director - Corporate & Community Services

D20/90304

21 September 2020

C.E.O

Maranoa Regional Council

Roma

To whom it may concern

I am writing to ask if I may be able to forgo the 28 day payment for my Mungallala Duties invoices as i work for myself and need the money to pay the insurances that are required thanks

Kind regards

Jeanita Morris

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 29 September 2020

**Item Number:** 11.8 **File Number:** D20/92906

**SUBJECT HEADING:** Tender 21012: Sale of property at 52 Oxford Street, Mitchell Qld 4465.

**Classification:** Open Access

**Officer's Title:** Manager - Procurement & Plant

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**Executive Summary:**
Maranoa Regional Council invited tenders for the sale of the land and building located at 52 Oxford Street, Mitchell QLD 4465.

This report summarises the results of the Tender and is submitted for Councils consideration.

**Officer's Recommendation:**
That Council:

1. Accept the offer from Mathew Pierce of Toowoomba Qld for sixty thousand dollars ($60,000) incl GST.

2. Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with the Mathew Pierce formalising the terms and conditions in the draft contract and execute any documentation associated with this asset disposal.

---

## Individuals or Organisations to which the report applies:

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

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

Tenderers included:

| Tenderer |
|---|
| Mathew Pierce |
| Barry Ian Olsen |
| Madonna and John Maris |
| Patricia Nilsen |
| Tayla Newman |

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| N/A | N/A |

## Context:

***Why is the matter coming before Council?***

The sale of 52 Oxford Street, Mitchell was advertised for sale by tender and as such requires Council's approval.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

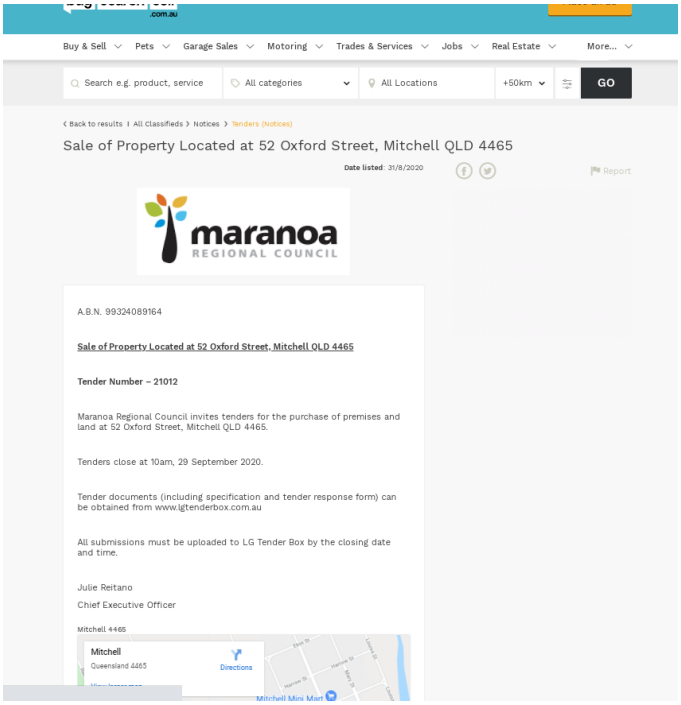
Maranoa Regional Council invited tenders for the sale of the premises located at 52 Oxford Street, Mitchell QLD 4465.

The Property located at 52 Oxford Street, Mitchell, known as Lot 1 on SP203111, is zoned as **"General Residential"** in the *Maranoa Planning Scheme 2017*.

The Property is comprised of:

- 952m$^2$ land area
- Three bedrooms;
- One bathroom; and
- Detached carport

Tender 21012 was advertised between 4 September and 29 September 2020.




Fourteen interested parties downloaded the documents with Council receiving the following five (5) tender responses.

| Tenderer | Amount (incl GST) |
|---|---|
| Mathew Pierce | $60,000 |
| Barry Ian Olsen | $30,000 |
| Tayla Newman | $12,500 |
| Madonna and John Maris | $12,050 |
| Patricia Nilsen | $12,000 |

Valuations for properties in Mitchell were conducted by Valcore Advisory (updated 30/09/20) resulting in a price range of $50,000 to $60,000. The offer by Matthew Pierce of $60,000 is consistent with these valuations.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**
***What does the legislation and other statutory instruments include about the matter under consideration?***( Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

The Local Government Regulation 2012 section 227 states:

***Section 227 Valuable non-current asset contract—tenders or auction needed first***

*(1) A local government can not enter into a valuable non-current asset contract unless it first—*

*(a) invites written tenders for the contract under section 228; or*
*(b) offers the non-current asset for sale by auction.*

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Procurement Policy Adopted 18 March 2020 **Resolution No. GM/03.2020/43**

**Section**

***4.4 Entering into Contracts - Procurement and Contracting Activities***

***4.4.1 Application to Council Contracting***

| ***Contract Type*** | ***Legislative Requirement / Commentary*** |
|---|---|
| ***Contract for Disposal of a Valuable Non-Current Asset***<br><br>*All land (regardless of value), plant and equipment - $5,000, or any other non-current valuable asset - $10,000* | *Council can not enter into a Contract for the disposal of a Valuable Non-Current Asset without first:*<br><br>*(a) inviting written tenders; or*<br>*(b) inviting expressions of interest (EOI) before considering whether to invite written tenders; or*<br>*(c) offering the Valuable Non-Current Asset for sale by auction.* |

## Input into the Report & Recommendation*:*

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

Manager - Facilities (Land, Buildings & Structures)

## Funding Bodies*:*

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

N/A

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

The sale revenue will be allocated to Facilities Capital Revenue GL 8430.8530.1630.

## Future Years' Budgets:

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

N/A

## Impact on Other Individuals or Interested Parties:

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

No individuals or interested parties have been identified.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| N/A | N/A |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is advised that Council accept the tender offer by Mathew Pierce of Toowoomba Qld for sixty thousand dollars ($60,000) incl GST

## Recommendation:

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

That Council:

1. Accept the offer from Mathew Pierce of Toowoomba Qld for sixty thousand dollars ($60,000) incl GST.

2. Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with the Mathew Pierce formalising the terms and conditions in the draft contract and execute any documentation associated with this asset disposal.

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

No

**Link to Corporate Plan:**
Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.2 Economic development

**Supporting Documentation:**
*1*⇩ Tender 21012 Property Valuations for Mitchell D20/93490



**Report authorised by:**
Manager - Facilities (Land, Buildings & Structures)
Director - Corporate & Community Services

## Michael Worthington

**From:** Madonna Mole
**Sent:** Wednesday, 30 September 2020 3:12 PM
**To:** Michael Worthington
**Subject:** FW: 71 Ann Street (52 Oxford Street) Mitchell

Hi Michael

Current valuation on 52 Oxford St Mitchell.

Cheers
Madonna

**Madonna Mole**
Facility Lease Management & Housing Officer/Team Coordinator,
Facilities (Land, Buildings & Structures)

D: (07) 4624 0815 M: 0417 881 095 F: (07) 4624 6990

**From:** Tim Cavanagh <timc@valcore.land>
**Sent:** Thursday, 11 June 2020 9:50 AM
**To:** Shirley Horrobin <Shirley.Horrobin@maranoa.qld.gov.au>
**Subject:** 71 Ann Street (52 Oxford Street) Mitchell

Dear Shirley.

I refer to your email on 28 May 2020, requesting an updated Market Value range for 71 Anne Street Mitchell QLD 4465, formally described as Lot 1 SP203111. I inspected this property on 6 September 2017 (File Ref: 1874) and assessed a Market Value range between $70,000 and $80,000.

On 24 January 2019 I revised my Market Value range to $60,000 – $70,000 based on advice provided to me, together with the market conditions at the time.

I have reviewed the most recent sales which I believe to be comparable with the subject property. These include:

1. 84 Mary Street Mitchell - 28/10/19 – $45,000
2. 23 Mary Street Mitchell – 03/05/19 - $60,000
3. 5 Sophia Street Mitchell – 07/02/20 - $70,000

Having regard to these my current Market Value range is **$50,000 - $60,000**

This indicative value range is made from the desktop and is classified as a Restricted Market Value range, on the basis, there is no material change to the subject property from date at which I undertook my full inspection on 6 September 2017.

Regards

**Tim Cavanagh**
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**Liability Limited by a Scheme approved under Professional Standards Legislation**

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## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 24 September 2020

**Item Number:** 11.9 **File Number:** D20/91627

**SUBJECT HEADING:** Tender 21000: Sale of 181 Alice Street, Mitchell Qld 4465.

**Classification:** Open Access

**Officer's Title:** Manager - Procurement & Plant

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**Executive Summary:**
Maranoa Regional Council invited tenders for the sale of the land and building located at 181 Alice Street, Mitchell QLD 4465.

The Property located at 181 Alice Street, Mitchell, known as Lot 8 on M15144, is zoned as **"General Residential"** in the *Maranoa Planning Scheme 2017*.

The Property is comprised of:

- 2,529m$^2$ land area
- Split level house with three bedrooms; and
- One bathroom.

This report is submitted to Council for their consideration.

**Officer's Recommendation:**
That:

1. Council list this property for sale with all real estate agents in the Maranoa Regional Council area being given the opportunity to list the property for sale.

2. The listing price be the market value as outlined in the valuation completed by Fraser Valuations on 15 May 2020.

3. Council's Chief Executive Officer be authorised to accept any offer that meets the market valuation price.

4. Council authorise the Chief Executive Officer (CEO), or delegate, to execute necessary documentation to list the property for sale, enter a contract of sale and any other documentation associated with the disposal of this property.

---

## Individuals or Organisations to which the report applies:

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

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

N/A

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| N/A | N/A |

## Context:

***Why is the matter coming before Council?***

The sale of 181 Alice Street, Mitchell was advertised for sale by tender and as such requires Council's approval.

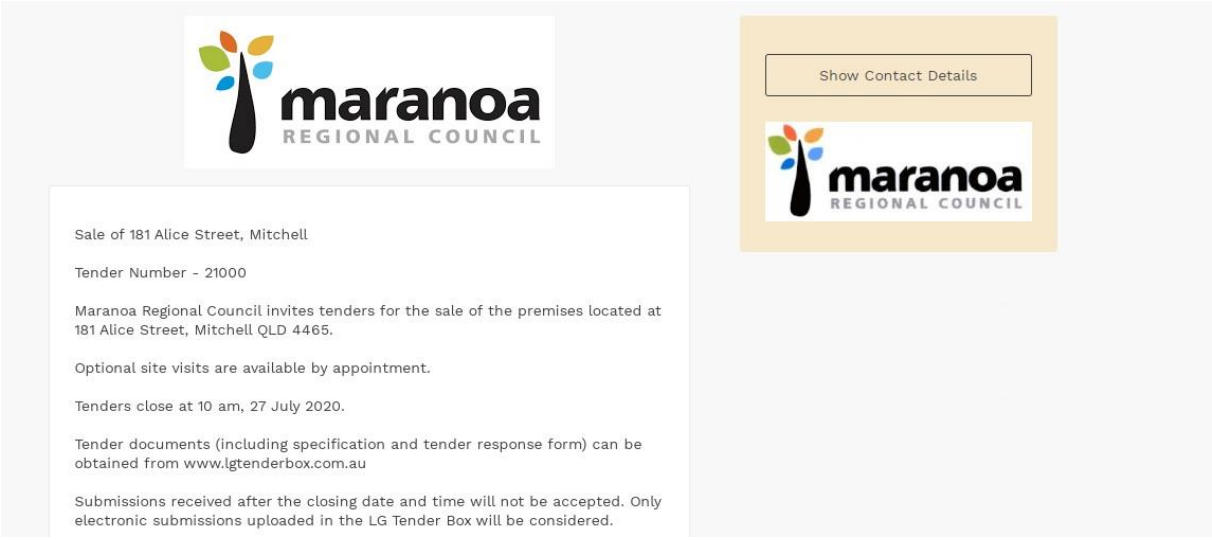
## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The property at 181 Alice Street Mitchell Qld 4465 on Lot 8 on M15144 was excess to Council's requirements. Council resolved (GM/06.2020/37) to offer the property for sale. Through Tender 21000 Council endeavoured to sell the property.

The Tender was advertised in the Western Star, opening on 3 July 2020 and closing on 27 July 2020 with 13 interested parties downloading the Tender documents.




No offers to purchase were received from Tender 21000.

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

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

The following legislation applies to this recommendation

***Local Government Regulation 2012***

***Section 224***

. . .

(5) A ***valuable non-current asset contract*** is a contract for the disposal of a valuable non-current asset.

(6) The ***disposal*** of a valuable non-current asset by a local government includes the disposal of all or any part of an interest in the asset.
*Example—*
the grant of a lease over land or a building

(7) A ***valuable non-current asset*** is—
(a) land; or
(b) another non-current asset that has an apparent value that is equal to or more than a limit set by the local government.
(8) A limit set by the local government under subsection (7)(b) can not be more than the following amount—
(a) for plant or equipment—$5,000;
(b) for another type of non-current asset—$10,000.

**Sectio 227 Valuable non-current asset contract—tenders or auction needed first**
(1) A local government can not enter into a valuable non-current asset contract unless it first—
(a) invites written tenders for the contract under section 228; or
(b) offers the non-current asset for sale by auction.

(2) This section is subject to division 4. Division 4 Exceptions for valuable non-current asset contracts

**Division 4 does not apply as no exceptions were being sought.**

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Procurement Policy Adopted 18 March 2020 **Resolution No. GM/03.2020/43**

## Section

## *4.4 Entering into Contracts - Procurement and Contracting Activities*

### *4.4.1 Application to Council Contracting*

| ***Contract Type*** | ***Legislative Requirement / Commentary*** |
|---|---|
| ***Contract for Disposal of a Valuable Non-Current Asset***<br><br>*All land (regardless of value), plant and equipment - $5,000, or any other non-current valuable asset - $10,000* | *Council can not enter into a Contract for the disposal of a Valuable Non-Current Asset without first:*<br><br>*(a) inviting written tenders; or*<br>*(b) inviting expressions of interest (EOI) before considering whether to invite written tenders; or*<br>*(c) offering the Valuable Non-Current Asset for sale by auction.* |

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

Manager - Facilities (Land, Buildings & Structures)

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

Not applicable

**This Financial Year's Budget:**
***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

N/A

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

N/A

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

**Risks:**

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

| Risk | Description of likelihood & consequences |
|---|---|
| N/A | N/A |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is advised that Council list the property at 181 Alice Street for sale with one or more local real estate agents.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That:

1. Council list this property for sale with local real estate agents, with all real estate agents in the Maranoa Regional Council area being given the opportunity to list the property for sale.
2. The listing price be the market value as outlined in the valuation completed by Fraser Valuations on 15 May 2020.
3. Council's Chief Executive Officer be authorised to accept any offer that meets the market valuation price.
4. Council authorise the Chief Executive Officer (CEO), or delegate, to execute necessary documentation to list the property for sale, enter a contract of sale and any other documentation associated with the disposal of this property is recommended that Council list the property at 181 Alice Street for sale with one or more local real estate agents.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.2 Economic development

## Supporting Documentation:

Nil

## Report authorised by:

Manager - Facilities (Land, Buildings & Structures)
Director - Corporate & Community Services

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 12 October 2020

**Item Number:** 11.10 **File Number:** D20/96956

**SUBJECT HEADING:** Local Government Association of Queensland (LGAQ) 2020 Annual Conference Agenda

**Classification:** Open Access

**Officer's Title:** Lead Officer - Elected Members & Community Engagement

### Executive Summary:

Local Government Association of Queensland (LGAQ) 2020 Annual Conference Agenda.

### Officer's Recommendation:

That Council:

1. Confirm receipt of the LGAQ Annual Conference Agenda circulated to all Councillors on Thursday 8 October 2020 and provided in hard copy upon request.

2. Discuss items contained in the conference agenda if it wishes to.

### Individuals or Organisations to which the report applies:

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

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

The applies to voting arrangements for Maranoa Regional Council at the 2020 LGAQ Annual Conference.

### Acronyms:

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

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

| Acronym | Description |
|---|---|
| LGAQ | Local Government Association of Queensland |

## Context:
***Why is the matter coming before Council?***

This is an opportunity for Council to discuss items contained in the agenda to confirm voting arrangements for the two approved Councillors attendance and voting arrangements on behalf of Council.

## Background:
***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

A copy of the final agenda for the 2020 LGAQ Annual Conference was circulated to all Councillors by email on Thursday 8 October 2020 and provided in hardcopy upon request. This circulation followed a request from Cr McMullen, asking that annual conference agenda be formally discussed at a meeting prior to the conference being held.

Councillors Hancock and O'Neil were approved as Council's voting delegates on behalf of Maranoa Regional Council (at the Ordinary Meeting on 9 September 2020).

This report provides an opportunity for Councillors to discuss items contained in the agenda should they wish to.

## Legislation, Local Laws, State Policies & Other Regulatory Requirements:
***What does the legislation and other statutory instruments include about the matter under consideration?***( Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Clause 4.11 (5) of the LGAQ constitution provides that each council which has more than two Conference votes and appoints two delegates is entitled to specify the number of votes which may be exercised by each of those delegates.

For Councils with only 2 votes, if Council nominates 2 delegates, each delegate will be allocated 1 vote. If Council nominates 1 delegate, both votes will be allocated to that delegate.

## Council Policies or Asset Management Plans:
***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

No

## Input into the Report & Recommendation*:*

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

Chief Executive Officer

## Funding Bodies*:*

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

No

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Attendance budget previously approved at Ordinary Meeting on 9 September 2020.

## Future Years' Budgets:

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

Not applicable

## Impact on Other Individuals or Interested Parties:

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

No

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| None identified | |

## Advice to Council:

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

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

That Council:

1. Confirm receipt of the LGAQ Annual Conference Agenda circulated to all Councillors on Thursday 8 October 2020 and provided in hard copy upon request.

2. Discuss items contained in the conference agenda if it wishes to.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

No

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.1 Elected members

## Supporting Documentation:

Nil

## Report authorised by:

Chief Executive Officer

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 12 October 2020

**Item Number:** 11.11 **File Number:** D20/96930

**SUBJECT HEADING:** Endorsement of Councillor attendance at 2020 Small Museums Conference

**Classification:** Open Access

**Officer's Title:** Lead Officer - Elected Members & Community Engagement

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**Executive Summary:**
Endorsement of councillor attendance at upcoming conference, as part of enhancing strategy and policy development for Maranoa Regional Council.

**Officer's Recommendation:**
That Council:

1. Endorse the attendance of Cr Hancock at the 2020 Small Museums Conference on 16 – 18 October 2020 in Ormiston – Brisbane.

2. Draw the required funds from Cr Hancock's Conference budget allocation.

---

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Not applicable

### Acronyms:

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

| Acronym | Description |
|---|---|
| None | <Provide details> |

### Context:

***Why is the matter coming before Council?***

To seek formal endorsement of Councillor attendance so as to not compromise insurance entitlements should circumstances arise that lead to the submission of an insurance claim.

### Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

2020 Small Museums Conference

The 2020 Conference is being organised and hosted by Historic Ormiston House for 16 - 18 October 2020.

. The theme is *'Environment, Heritage, Sustainability'* and the conference will include:

- Industry specialist presentations
- A guided tour of Historic Ormiston House.
- Workshops and panel discussions.
- Keynote and plenary presentations.
- Tea/coffee on registration, morning tea, lunch, and afternoon tea.

This year's conference theme is '*Environment, Heritage, Sustainability*'. In a rapidly changing heritage landscape, the need for museums to be sustainable is increasingly important. Museums are urged to make sustainable choices when considering staffing, finances and environmental decisions. For small museums, these decisions can be in conflict with the needs and expectations of volunteers and reliance on constrained budgets.

Cr Hancock has indicated a keen interest in attending this upcoming conference, which has historically been attended by a Councillor and relevant staff each year.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**
***What does the legislation and other statutory instruments include about the matter under consideration?***( Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

*Local Government Act 2009*
Chapter 2

**12 Responsibilities of councillors**

(1) A councillor must represent the current and future interests of the residents of the local government area.

(2) All councillors of a local government have the same responsibilities, but the mayor has some extra responsibilities.
(3) All councillors have the following responsibilities—
(a) ensuring the local government—
(i) discharges its responsibilities under this Act; and
(ii) achieves its corporate plan; and
(iii) complies with all laws that apply to local governments;
(b) providing high quality leadership to the local government and the community;
(c) participating in council meetings, policy development, and decision-making, for the benefit of the local government area;
(d) being accountable to the community for the local government's performance.

**Section 107 Insurance**

(1) A local government must maintain the following insurance—

(a) public liability insurance;

(b) professional indemnity insurance.

(2) The insurance must be for at least the amount required under a regulation.

(3) A local government may enter into a contract of insurance with WorkCover Queensland, or another insurer, to cover its councillors.

(4) For that purpose, a councillor's role includes attending—

(a) meetings of the local government or its committees that the councillor is entitled or asked to attend; and

(b) meetings for a resident of the local government area;

and

(c) conferences, deputations, inspections and meetings at which the councillor's attendance is permitted by the local government; and

(d) official functions organised for the local government.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***

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

Expenses Reimbursement Policy (Councillors)

## Input into the Report & Recommendation*:*

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

Cr Hancock – Maranoa Regional Council
Chief Executive Officer

## Funding Bodies*:*

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

Not applicable

## This Financial Year's Budget:

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

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

| | |
|---|---|
| Registration: | $341 |
| Accommodation & Meals: | Estimated at $1,200 |
| Travel: | Estimated at $135 for associated mileage costs for distance travelled (Cr Hancock was previously endorsed to attend the LGAQ Annual Conference on the Gold Coast, which will commence as this conference ends) |
| Total Estimate: | $1,676 |

Associated costs to be drawn from Councilor's individual conference budget.

## Future Years' Budgets:

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

No

## Impact on Other Individuals or Interested Parties:

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

No

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| None identified | <Provide details> |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council endorse the attendance.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council:

1. Endorse the attendance of Cr Hancock at the 2020 Small Museums Conference on 16 – 18 October 2020 in Ormiston – Brisbane.

2. Draw the required funds from Cr Hancock's Conference budget allocation.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.1 Elected members

**Supporting Documentation:**
Nil

**Report authorised by:**
Manager - Communication, Information & Administration Services
Director - Corporate & Community Services

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 12 October 2020

**Item Number:** 11.12 **File Number:** D20/96588

**SUBJECT HEADING:** Revised Debt (Borrowing) Policy 2020/21

**Classification:** Open Access

**Officer's Title:** Program Funding & Budget Coordinator

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**Executive Summary:**
It is a requirement of the *Local Government Regulation 2012* (Section 192) that a local government prepare and adopt a debt policy for a financial year.

A draft revised policy is tabled for Council's consideration for potential additional borrowings in 2020/21.

**Officer's Recommendation:**
That Council update the Borrowing Policy 2020/21 to incorporate additional borrowings, and that a loan application be submitted on that basis pending resolution of report 2020-21 Budget Amendments - co-contributions to the Heavy Vehicle Safety and Productivity Program and Bridge Renewal Program.

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### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council

### Acronyms:

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

| Acronym | Description |
|---|---|
| Nil | |

### Context:

***Why is the matter coming before Council?***

Council is required to adopt a Debt Policy for the financial year, in accordance with the *Local Government Regulation 2012* (Section 192).

At the meeting on 7 October 2020, Council resolved as follows:

***Resolution No. SM/10.2020/8***

***That Council:***

1. ***Approve the identified reallocation of funds for Item 4 (Flood Mitigation matter).***

2. ***In lieu of reallocation of funds from existing projects that updated documents be prepared on the basis of Council potentially borrowing the required matching funding for Items 1, 2 and 3, less $219,500 (being the Big Rig Tourist Train Bridge Refurbishment Project, which is not required to be undertaken in 2020/21).***

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

The proposed policy is outlined below:

**1. PURPOSE**

The purpose of Borrowings policy is to:

- To comply with the requirements of Chapter 5, Part 4, Section 192 of the *Local Government Regulation 2012;*
- To ensure that borrowings will only be used to finance capital works that will provide services now and into the future;
- To ensure that there will be no borrowings used to finance recurrent expenditure;
- Identify new borrowings;
- The time over which it is planned to repay existing and proposed borrowings to ensure the sound management of any Council debt.

**2. SCOPE**

This policy and procedures apply to Borrowings by Council in accordance with Local Government Act 2009 and Local Government Regulation 2012. The policy also provides the option for Council to borrow internally – i.e. to source funds from income producing business units of Council, and then to repay those funds in future years on normal commercial terms.

**3. DEFINITIONS**

| | |
|---|---|
| Council | Maranoa Regional Council |
| Act | *Local Government Act 2009* |
| Regulation | *Local Government Regulation 2012* |
| QTC | Queensland Treasury Corporation |

All other definitions are as per the *Local Government Act 2009* and the *Local Government Regulation 2012*.

**4. DETAILS**

*4.1* ***INTRODUCTION***

Council currently has loans with Queensland Treasury Corporation and may need to seek loans in future years, therefore the following will be considered prior to making any commitments.

In order to provide a better service to ratepayers, Council will restrict the purpose of loans to asset acquisition and expenditure of a capital nature only. The service that will be provided will benefit present and future generations; therefore it is the opinion of Council that the cost should be shared between present and future generations.

The appropriate mix of debt to internal funding used is intended to provide the lowest long term level of rates which does not over commit the future and which provides adequate flexibility of funding in the short term.

### *4.2 TERM OF BORROWINGS*

The term of debt will generally relate to the life of the asset created but will not exceed twenty years for any individual asset. Current and new borrowings are planned to be repaid within a twenty (20) year term.

### *4.3 OPTION TO BORROW INTERNALLY*

Council proposes to implement an internal borrowing policy whereby one Department is able to borrow from another Department / Business Unit. Loan terms and conditions will be based on commercial terms and will apply QTC's cost of debt to calculate an appropriate rate of (internal) interest.

### *4.4 PROPOSED EXTERNAL BORROWINGS*

Pursuant to *Section 192 Local Government Regulation 2012*, Council must prepare a debt policy each year that states the new borrowings planned for the current financial year and the next 9 financial years per annum.

As a result of Council's review of its capital funding requirements, the following borrowings are identified as being required for the current financial year and the next 9 financial years.

| YEAR | PURPOSE | TERM | AMOUNT |
|---|---|---|---|
| 2020/21 | Roma Saleyards – Primaries Road Loop Extension ($675,000)<br>Heavy Vehicle Route Upgrade - Creek Street, Amby ($157,500)<br>Replace the existing timber bridge on Muggins Lane Yuleba ($45,076) | 10 | $877,576 |
| 2021/22 | | | Nil |
| 2022/23 | | | Nil |
| 2023/24 | | | Nil |
| 2024/25 | | | Nil |
| 2025/26 | | | Nil |
| 2026/27 | | | Nil |
| 2027/28 | | | Nil |
| 2028/29 | | | Nil |
| 2029/30 | | | Nil |

### *4.5 PROPOSED LOAN PAYOUT*

Nil

## 5. SPECIAL PROVISIONS

N/A.

## 6. RELATED POLICIES AND LEGISLATION

*Local Government Act 2009*

*Local Government Regulation 2012*

*Statutory Bodies Financial Arrangements Act 1982*

*Statutory Bodies Financial Arrangements Regulation 2007.*

## 7. ASSOCIATED DOCUMENTS

Investment Policy

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

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

The *Local Government Regulation 2012* states that:

***192*** *Debt policy*

*(1) A local government must prepare and adopt a debt policy for a financial year.*

*(2) The debt policy must state –*

*(a) the new borrowings planned for the current financial year and the next 9 financial years; and*
*(b) the period over which the local government plans to repay existing and new borrowings.*

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

The report presents the draft revised policy for Council's consideration.

## Input into the Report & Recommendation*:*

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

Director Corporate and Community Services – Sharon Frank
Contractor - Accounting Services Accounting Services – Claire Alexander

## Funding Bodies*:*

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

N/A

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

The borrowings included in the draft revised policy will be included in the revised budget 2020/21.

## Future Years' Budgets:

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

Principal and interest repayment annually for 10 year term is approximately $92,388.52

## Impact on Other Individuals or Interested Parties:

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

Interested parties:

- Department of Local Government, Racing and Multicultural Affairs
- Queensland Treasury Corporation

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| ***Financial & Regulatory***<br><br>Risk that the budget and/or borrowing policy is invalid. | ***Likelihood:*** Unlikely<br>***Consequence:*** Major<br><br>***Mitigation*** – This resolution is in accordance with the relevant sections of the *Local Government Regulation 2012*. |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Council update the borrowing policy for the financial year pending resolution for the report 2020-21 Budget Amendments - co-contributions to the Heavy Vehicle Safety and Productivity Program and Bridge Renewal Program.

## Recommendation:

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

That Council update the Borrowing Policy 2020/21 to incorporate additional borrowings, and that a loan application be submitted on that basis pending resolution of report 2020-21 Budget Amendments - co-contributions to the Heavy Vehicle Safety and Productivity Program and Bridge Renewal Program.

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

No

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 2: Delivering strong financial management
2.1 Plan for our region's financial future
2.1.1 Consider both the short-term and longer term financial impacts of Council's policy development and decisions, on behalf of current and future residents.

## Supporting Documentation:

Nil.

## Report authorised by:

Director - Corporate & Community Services

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 6 October 2020

**Item Number:** 11.13 **File Number:** D20/94798

**SUBJECT HEADING:** Investigation Report - Councillors' Conduct

**Classification:** Open Access

**Officer's Title:** Director - Corporate & Community Services

**Executive Summary:**
The report proposes the adoption of the updated *example Investigation Policy* as released by the Department of Local Government, Racing and Multicultural Affairs on their website. The updated example policy supports the recent changes to legislation, commencing on 12 October 2020.

**Officer's Recommendation:**
That Council adopt the attached updated [template] Investigation Policy.

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council Councillors

### Acronyms:

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

| Acronym | Description |
|---|---|
| DLGRMA | Department of Local Government, Racing & Multicultural Affairs |

### Context:

***Why is the matter coming before Council?***

The DLGRMA has issued an updated Example Investigation Policy to support changes to legislation commencing on 12 October 2020.

This report is to recommend that Council adopt the updated example Investigation Policy provided by the Department of Local Government, Racing and Multicultural Affairs.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

Council adopted an Investigation Policy on 28 November 2018 - **Resolution No. GM/11.2018/83** which was the example Investigation Policy distributed by the Director-General, Department of Local Government, Racing and Multicultural Affairs on 8 November 2018.

The investigation policy outlines how complaints about the inappropriate conduct of Councillors will be dealt with as required by section 150AE of the *Local Government Act 2009* (the LGA). However, the policy does not relate to more serious councillor conduct.

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

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

### *Local Government Act 2009*

### *150AE Local government must adopt investigation policy*

*(1) A local government must adopt, by resolution, a policy (an investigation policy) about how it deals with the suspected inappropriate conduct of councillors referred, by the assessor, to the local government to be dealt with.*

*(2) The policy must—*

> *(a) include a procedure for investigating the suspected inappropriate conduct of councillors; and*
> *(b) state the circumstances in which another entity may investigate the conduct; and*
> *(c) be consistent with the principles of natural justice; and*
> *(d) require councillors and persons who make complaints about councillors' conduct to be given notice about the outcome of investigations.*

*(3) The policy may allow the local government to ask the president of the conduct tribunal to—*

> *(a) investigate the conduct of a councillor; and*
> *(b) make recommendations to the local government about dealing with the conduct.*

*Note— See section 150DU about paying the costs of a conduct tribunal member.*

*(4) The policy must be published on the local government's website.*

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Investigation Policy – Adopted 28 November 2018 **Resolution No. GM/11.2018/83**

## Input into the Report & Recommendation*:*

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

The updated example Investigation Policy has been provided by the Department of Local Government, Racing and Multicultural Affairs

## Funding Bodies*:*

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

Not applicable

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Not applicable

## Future Years' Budgets:

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

Not applicable

## Impact on Other Individuals or Interested Parties:

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

Councillors
Wider community

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Legislative | Consideration and adoption of the updated example policy will help ensure Council is compliant with our legislative obligations. |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The advice to Council is to adopt the updated example Investigation Policy provided by the Department of Local Government, Racing and Multicultural Affairs.

## Recommendation:

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

That Council adopt the attached updated [template] Investigation Policy.

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

No

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.1 Elected members

## Supporting Documentation:

| | | |
|---|---|---|
| *1*⇩ | UPDATED Example (Template) Investigation Policy revised September 2020 from DLGRMA | D20/94771 |
| *2*⇩ | Investigation Policy - Adopted 28 November 2018 - GM/11.2018/83 | P20/2 |

## Report authorised by:

Chief Executive Officer

Queensland Government

Department of Local Government, Racing and Multicultural Affairs

Example investigation policy

# Investigation policy – [insert council's name]

## 1. Authority

This is [insert council's name] investigation policy for how complaints about the inappropriate conduct of councillors will be dealt with as required by the section 150AE of the *Local Government Act 2009* (the LGA). However, this policy does not relate to more serious councillor conduct.

## 2. Commencement

The investigation policy was adopted by council resolution on [insert date] and applies from [insert date].

## 3. Scope

This investigation policy applies to investigations and determinations of a complaint about the alleged inappropriate conduct of a councillor/s which has been referred by the Independent Assessor.

## 4. Definitions

***Assessor*** means the Independent Assessor appointed under section 150CV of the LGA

***Behavioural standard*** means a standard of behaviour for councillors set out in the Code of Conduct for Councillors in Queensland approved under section 150E of the LGA

***Conduct*** includes—
(a) failing to act; and
(b) a conspiracy, or attempt, to engage in conduct

***Councillor conduct register*** means the register required to be kept by Council as set out in section 150DX of the LGA

***Inappropriate conduct*** see section 150K of the LGA

***Investigation policy***, refers to this policy, as required by section 150AE of the LGA

***Investigator*** means the person responsible under this investigation policy for carrying out the investigation of the suspected inappropriate conduct of a councillor or mayor

***LGA*** means the *Local Government Act 2009*

***Local government*** meeting means a meeting of—
(a)a local government; or
(b)a committee of a local government

***Misconduct*** see section 150L of the LGA

September 2020

***Model procedures*** see section 150F of the LGA

***Referral notice*** see section 150AC of the LGA

***Tribunal*** means the Councillor Conduct Tribunal as established under section 150DK of the LGA

***Unsuitable meeting conduct*** see section 150H of the LGA

## 5. Confidentiality

Matters of suspected inappropriate conduct of a councillor are confidential except as otherwise specifically provided for either in the LGA or this investigation policy.

Note: It must be kept in mind that the matter is an allegation only and not yet proven. Further, there will be circumstances where the detail of the referral will need to remain confidential to the local government. Any release of information that a councillor knows, or should reasonably know, to be confidential to the local government, may be contrary to section 171(3) of the LGA and dealt with as misconduct.

## 6. Natural justice

Any investigation of suspected inappropriate conduct of a councillor/s must be carried out in accordance with natural justice. An overview of the principles of natural justice follows.

Natural justice or procedural fairness refers to three key principles:

- that the person being investigated has a chance to have his or her say before adverse formal findings are made and before any adverse action is taken (fair hearing)
- that the investigator(s) should be objective and impartial (absence of bias)
- that any action taken is based on evidence (not suspicion or speculation).

A fair hearing means the councillor who is the subject of the suspected inappropriate conduct matter must be told of the case against them including any evidence and be provided with an opportunity to put their case in writing with the investigation report provided to the councillors as part of the meeting agenda.

An absence of bias means that any investigation must not be biased or be seen to be biased in any way. This principle embodies the concept of impartiality.

Ensuring decisions are based on evidence requires that the investigation should not be based on mere speculation or suspicion but instead must be based upon evidence material. A proper examination of all issues means the investigation must give a proper and genuine consideration to each party's case.

## 7. Assessor's referral

The council will receive from the assessor a referral notice about the suspected inappropriate conduct of a councillor/s. The referral notice will include details of the conduct and any complaint received about the conduct, state why the assessor reasonably suspects that the councillor has engaged in inappropriate conduct, and include information about the facts and circumstances that form the basis of the assessor's reasonable suspicion.

The referral notice may be accompanied by a recommendation from the assessor about how the local government may investigate or deal with the conduct. The recommendation of the assessor may be inconsistent with this policy.

The investigation must be conducted in a way consistent with:

(i) any recommendation of the assessor
(ii) to the extent that this policy is not inconsistent with the recommendation of the assessor – this investigation policy, or
(iii) in another way the local government decides by resolution.

A resolution under subsection (iii) must state the decision and the reasons for the decision.

## 8. Receipt of assessor's referral

On receipt of a referral notice about the suspected inappropriate conduct of a councillor/s from the assessor, the council's chief executive officer will forward a copy of that referral notice to the mayor and all councillors, other than the councillor who is the subject of the complaint, or the complainant if the complainant is a councillor, as a confidential document.

Should the mayor or a councillor/s disagree with any recommendation accompanying the assessor's referral notice, or form the opinion that the complaint should be dealt with in a way other than under this policy, the mayor or councillor may request the matter be placed on the agenda of the next council meeting for the council to decide, by resolution, the appropriate process to investigate the complaint. Such a request must be made in accordance with the council's meeting procedure requirements.

## 9. Investigator

Unless otherwise resolved by council, the mayor will manage the investigation of suspected inappropriate conduct of other councillors.

If the suspected inappropriate conduct involves conduct where, in the circumstances, the mayor believes it is in the best interests of the investigation to refer the matter for external investigation, then the chief executive officer may refer the suspected inappropriate conduct to the president of the Councillor Conduct Tribunal (the Tribunal) or other entity to investigate and make recommendations to the council about dealing with the conduct.

If the suspected inappropriate conduct involves an allegation about the conduct of the mayor or the mayor as the complainant, then the chief executive officer may refer the suspected inappropriate conduct to the president of the Tribunal, or another entity, to investigate and make recommendations to the council about dealing with the conduct.

## 10. Early resolution

Before beginning an investigation, the investigator should consider whether the matter is appropriate for resolution prior to the investigation. This consideration can include any recommendations made by the assessor.

A matter is only appropriate for early resolution if the parties to the matter both voluntarily agree to explore early resolution. The investigator may engage an independent person with suitable qualifications or experience to facilitate this process.

If the matter cannot be resolved, the matter will then be investigated as outlined in this investigation policy.

If the matter is resolved prior to investigation, the investigator will advise the chief executive officer of this outcome. In turn, the chief executive officer will advise the mayor (if the mayor is not the

investigator) and all councillors that the matter has been resolved. The chief executive officer will also update the councillor conduct register to reflect this.

## 11. Timeliness

The investigator will make all reasonable endeavors to complete the investigation and provide a report for inclusion on the agenda of a council meeting no more than eight weeks after the receipt of the complaint.

Note: If the investigator is of the opinion that it may take longer than eight weeks to complete the investigation, the matter should be raised with the mayor (if the mayor is not the investigator) to seek an extension of time.

## 12. Assistance for investigator

If the mayor, or another councillor appointed by council resolution, is the investigator of a matter of suspected inappropriate conduct, the mayor or councillor may use section 170A of the LGA to seek assistance during the investigation.

The mayor is authorised by council to expend money as reasonably needed to engage contractors in accordance with the council's procurement policy.

## 13. Possible misconduct or corrupt conduct

If during the course of an investigation the investigator obtains information which indicates a councillor/s may have engaged in misconduct, the investigator must cease the investigation and advise the chief executive officer. The chief executive officer will then notify the assessor of the possible misconduct.

If during the course of an investigation, the investigator obtains information that indicates a councillor/s may have engaged in corrupt conduct, the investigator must cease the investigation and advise the chief executive officer. The chief executive officer will then notify the Crime and Corruption Commission of the possible corrupt conduct.

Instances of suspected misconduct or corrupt conduct may be referred back to the council if determined by the assessor or Crime and Corruption Commission to be inappropriate conduct.

## 14. Completion of investigation

On the completion of an investigation, the investigator will provide a report to a council meeting outlining as appropriate:

- the investigation process
- any witnesses interviewed
- documents or other evidence obtained
- a statement of the relevant facts ascertained
- confirmation that the subject councillor has been provided with an opportunity to respond to the complaint and the evidence gathered
- the investigation findings
- a statement of any relevant previous disciplinary history
- any recommendations about dealing with the conduct
- a record of the investigation costs.

If there is a risk to the health and safety of the complainant, under s 254J of the LGR the council

may resolve that the meeting be closed to the public for the councillors to consider the investigation report and any recommendations.

The council (with the exception of the councillor the subject of the investigation and the complainant, if another councillor) will consider the findings and recommendations of the investigator's report and decide whether the councillor has engaged in inappropriate conduct and, if so, what action it will take under section 150AH of the LGA. In accordance with s275(3) of the LGR, the resolution in relation to what action is to be taken as a result of the investigation must be made after the meeting has been re-opened to the public and the decision recorded in the meeting minutes. The chief executive officer is also required to ensure the details are entered into the councillor conduct register.

## 15. Disciplinary action against councillors

If the council decides at the completion of the investigation that the councillor has engaged in inappropriate conduct, the council may:

(i) order that no action be taken against the councillor, or
(ii) make an order outlining action the councillor must undertake in accordance with section 150AH(1)(b) of the LGA.

## 16. Notice about the outcome of investigation

After an investigation is finalised, the council must give notice about the outcome of the investigation to the person who made the complaint about the councillor/s' conduct that was the subject of the investigation and the subject councillor.

## 17. Councillor conduct register

The chief executive officer must ensure decisions about suspected inappropriate conduct of a councillor/s are entered into the councillor conduct register.

Where a complaint has been resolved under section 10 of this policy, or otherwise withdrawn by the complainant, the chief executive officer will update the register to reflect that the complaint was withdrawn.

## 18. Expenses

Council must pay any reasonable expenses of council associated with the investigation of suspected inappropriate conduct of a councillor including any costs of:

- the president of the Tribunal in undertaking an investigation for council
- an independent investigator engaged on behalf of, or by the Tribunal
- an independent investigator engaged on behalf of the local government
- travel where the investigator needed to travel to undertake the investigation, or to interview witnesses
- seeking legal advice
- engaging an expert.

Note: Council may order the subject councillor reimburse it for all or some of the costs arising from the councillor's inappropriate conduct. Any costs incurred by complainants or the subject councillors will not be met by council.

# COUNCIL POLICY: **INVESTIGATION POLICY**

The following policy adopts the example Investigation Policy distributed by the Director-General, Department of Local Government, Racing and Multicultural Affairs on 8 November 2018.

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# COUNCIL POLICY: **INVESTIGATION POLICY**

## 1. Authority

This is Maranoa Regional Council's investigation policy for how complaints about the inappropriate conduct of Councillors will be dealt with as required by the section 150AE of the *Local Government Act 2009* (the LGA). However, this policy does not relate to more serious Councillor conduct.

## 2. Commencement

The investigation policy was adopted by Council resolution on 28 November 2018 and applies from 3 December 2018.

## 3. Scope

This investigation policy applies to investigations and determinations of a complaint about the alleged inappropriate conduct of a Councillor/s which has been referred by the Independent Assessor.

## 4. Definitions

***Assessor*** means the Independent Assessor appointed under section 150CV of the LGA

***behavioural standard*** means a standard of behaviour for Councillors set out in the Code of Conduct approved under section 150E of the LGA

***conduct*** includes—
(a) failing to act; and
(b) a conspiracy, or attempt, to engage in conduct

***Councillor conduct register*** means the register required to be kept by Council as set out in section 150DX of the LGA

***inappropriate conduct*** see section 150K of the LGA

***investigation policy***, refers to this policy, as required by section 150AE of the LGA

***investigator*** means the person responsible under this investigation policy for carrying out the investigation of the suspected inappropriate conduct of a Councillor or Mayor

***LGA*** means the *Local Government Act 2009*

***local government*** meeting means a meeting of—
(a) a local government; or
(b) a committee of a local government.

***misconduct*** see section 150L of the LGA

***model procedures*** see section 150F of the LGA

***natural justice*** – a set of principles to ensure fair and just decision making, including a fair hearing, an absence of bias, decisions based on evidence, and the proper examination of all issues.

***referral notice*** see section 150AC of the LGA

***Tribunal*** means the Councillor Conduct Tribunal as established under section 150DK of the LGA

***unsuitable meeting conduct*** see section 150H of the LGA

## 5. Confidentiality

Matters of suspected inappropriate conduct of a Councillor are confidential except as otherwise specifically provided for either in the LGA or this investigation policy.

*Note: It must be kept in mind that the matter is an allegation only and not yet proven. Further, there will be circumstances where the detail of the referral will need to remain confidential to the Local Government. Any release of confidential information that a Councillor knows, or should reasonably know, to be confidential to the local government may be contrary to section 171(3) of the LGA and dealt with as misconduct.*

## 6. Natural Justice

Any investigation of suspected inappropriate conduct of a Councillor/s must be carried out in accordance with natural justice. An overview of the principles of natural justice follows.

"Natural justice" or procedural fairness, refers to three key principles:

- the person being investigated has a chance to have his or her say before adverse formal findings are made and before any adverse action is taken (fair hearing)
- the investigator(s) should be objective and impartial (absence of bias), and
- any action taken is based on evidence (not suspicion or speculation).

A fair hearing means the Councillor who is the subject of the suspected inappropriate conduct matter must be told of the case against them including any evidence and be provided with an opportunity to put their case in writing with the investigation report provided to the Councillors as part of the meeting agenda.

An absence of bias means that any investigation must not be biased or be seen to be biased in any way. This principle embodies the concept of impartiality.

Decisions based on evidence requires that the investigation should not be based on mere speculation or suspicion but instead must be based upon evidence material.

A proper examination of all issues means the investigation must give a proper and genuine consideration to each party's case.

## 7. Assessor's referral

The Council may receive from the Assessor a referral notice about the suspected inappropriate conduct of a Councillor/s. Council may also receive referrals directly.

## 8. Receipt of Assessor's referral

On receipt of a referral notice about the suspected inappropriate conduct of a Councillor/s from the Assessor, the Council's Chief Executive Officer will forward a copy of that referral notice to the Mayor and all Councillors as a confidential document.

Should the Mayor or a Councillor/s (other than the subject of the complaint or the complainant) disagree with any recommendation accompanying the Assessor's referral notice or form the opinion that the complaint should be dealt with in a way other than under this policy, the Mayor or

Councillor may request the matter be placed on the agenda of the next Council meeting to decide on the appropriate process to investigate the complaint. Such a request must be made in accordance with the Council's meeting procedure requirements.

## 9. Investigator

Unless otherwise resolved by Council, the Mayor will manage the investigation of suspected inappropriate conduct of other Councillors.

If the suspected inappropriate conduct involves conduct that in the circumstances, the Mayor believes, it is in the best interests of the investigation to refer the matter for external investigation, then the Chief Executive Officer must refer the suspected inappropriate conduct to the President of the Tribunal to investigate and make recommendations to the Council about dealing with the conduct.

If the suspected inappropriate conduct involves:
- an allegation about the conduct of the Mayor, or
- the Mayor as the complainant, then

the Chief Executive Officer must refer the suspected inappropriate conduct to the President of the Tribunal to investigate and make recommendations to the Council about dealing with the conduct.

## 10. Early resolution

Before beginning an investigation, the investigator must consider whether the matter is appropriate for resolution prior to the investigation. This consideration includes any recommendation made by the Assessor.

A matter is only appropriate for early resolution if the parties to the matter agree to explore early resolution.

The investigator may engage an independent person with suitable qualifications or experience to facilitate this process.

If the matter cannot be resolved, the matter will then be investigated as outlined in this investigation policy.

If the matter is resolved prior to investigation, the investigator will advise the Chief Executive Officer of this outcome. In turn, the Chief Executive Officer will advise the Mayor (if the Mayor is not the investigator) and all Councillors that the matter has been resolved. The Chief Executive Officer will also update the Councillor Conduct Register to reflect this.

## 11. Timeliness

The investigator will make all reasonable endeavors to complete the investigation and provide a report for inclusion on the agenda of a Council meeting no more than eight weeks after the receipt of the complaint.
Note: If the investigator is of the opinion that it may take longer than eight weeks to complete the investigation, the matter should be raised with the Mayor (if the Mayor is not the investigator) to seek an extension of time.

## 12. Assistance for investigator

If the Mayor is the investigator of a matter of suspected inappropriate conduct, the Mayor may use section 170A of the LGA to seek assistance during the investigation.

The Mayor is authorised by Council to expend money as reasonably needed to engage contractors in accordance with the Council's procurement policy.

## 13. Possible misconduct or corrupt conduct

If during the course of an investigation the investigator obtains information which indicates a Councillor/s may have engaged in misconduct, the investigator must cease the investigation and advise the Chief Executive Officer. The Chief Executive Officer will then notify the Assessor of the possible misconduct.

If during the course of an investigation, the investigator obtains information which indicates a Councillor/s may have engaged in corrupt conduct, the investigator must cease the investigation and advise the Chief Executive Officer. The Chief Executive Officer will then notify the Crime and Corruption Commission of the possible corrupt conduct.

Instances of suspected misconduct or corrupt conduct may be referred back to the Council if determined by the Assessor or Crime and Corruption Commission to be inappropriate conduct.

## 14. Completion of investigation

On the completion of an investigation, the investigator will provide a report to the Council outlining the investigation process, the investigation findings, any recommendations about dealing with the conduct and a record of the investigation costs.

The Council will consider the findings and recommendations of the investigator's report and decide whether the Councillor has engaged in inappropriate conduct and, if so, what action it will take under section 150AH of the LGA.

Provisions for internal and external review of decisions are set out in sections 150CO to 150CS of the LGA.

## 15. Notice about the outcome of investigation

After an investigation is finalised, the Council must give notice about the outcome of the investigation to the person who made the complaint about the Councillor/s' conduct that was the subject of the investigation.

## 16. Councillor conduct register

The Chief Executive Officer of the respective Council must ensure decisions about suspected inappropriate conduct of a Councillor/s must be entered into the Councillor conduct register.

Where a complaint has been resolved under section 10 of this policy, the Chief Executive Officer will update the register to reflect that the complaint was withdrawn.

## 17. Expenses

Council must pay any reasonable expenses of Council associated with the informal early resolution or investigation of suspected inappropriate conduct of a Councillor including any costs of:

- the president of the Tribunal in undertaking an investigation for Council
- a mediator engaged under this investigation policy
- a private investigator engaged on behalf of or by the investigator
- travel where the investigator needed to travel to undertake the investigation or to interview witnesses
- seeking legal advice
- engaging an expert.

*Note: Council may order the subject Councillor reimburse it for all or some of the costs arising from the Councillor's inappropriate conduct.*

Any costs incurred by complainants or the subject Councillors will not be met by Council.

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## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 6 October 2020

**Item Number:** 11.14 **File Number:** D20/94770

**SUBJECT HEADING:** Standing Orders Policy and Meeting Procedures

**Classification:** Open Access

**Officer's Title:** Director - Corporate & Community Services

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**Executive Summary:**
Standing Orders Policy **OM/04.2020/05** sets out Maranoa Regional Council's existing arrangements that govern the conduct of business and proceedings at Council meetings; which was the template Standing Orders and Model Meeting Rules (Procedures) provided by the Department of Local Government, Racing and Multicultural Affairs (the Department) at that time.

The Department has issued two new 'template' documents to support changes to legislation commencing on 12 October 2020:

- ***Best-Practice Meeting Standing Orders***
- ***Model Meeting Procedures (mandatory minimum procedures)***

The report provides a copy of each for Council's consideration.

**Officer's Recommendation:**
That:

1. Council adopt the template Meeting Standing Orders and Model Meeting Procedures provided by the Department of Local Government, Racing and Multicultural Affairs.

2. A report be presented to a future Council meeting if extra inclusions are required / amendments.

---

**Individuals or Organisations to which the report applies:**
***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Regional Council

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| DLGRMA | Department of Local Government, Racing and Multicultural Affairs |

## Context:

***Why is the matter coming before Council?***

Council has an adopted Standing Orders Policy with the most recent updates occurring in April 2020 (**OM/04.2020/05**).

This matter is coming before Council as the DLGRMA has issued two new 'template' documents to support changes to legislation commencing on 12 October 2020

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The Queensland Government is delivering a rolling reform agenda in the local government sector.

New reforms since 2018 strengthen the transparency, accountability and integrity measures that apply to the system of local government in Queensland and follow the release of the Belcarra report and other input from local government stakeholders.

New documents finalised to support changes to legislation which commended on 12 October 2020 include:

- Model meeting procedures (mandatory minimum procedures)
- Best-practice meeting standing orders

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

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

*Local Government Act 2009*
*Local Government Regulation 2012*

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***

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

Standing Orders Policy – Adopted 22 April 2020 **OM/04.2020/05**

## Input into the Report & Recommendation*:*

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

- Department of Local Government, Racing and Multicultural Affairs

The Department has provided an updated template best practice guide for Queensland local governments to adopt as Standing Orders or as a guide to developing compliant Standing Orders for use in Council meetings.

## Funding Bodies*:*

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

Not applicable

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Not applicable

## Future Years' Budgets:

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

Not applicable

## Impact on Other Individuals or Interested Parties:

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

Interested Party: Department of Local Government, Racing and Multicultural Affairs

Their key interest is consistency of certain items with the model procedures.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Legislative | Both the new model and current policy reflect the requirements of the *Local Government Act 2009* with respect to specific meeting procedures. |

## Advice to Council:

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

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

Advice to Council is to adopt the updated template Meeting Standing Orders and Model Meeting Procedures provided by the Department of Local Government, Racing and Multicultural Affairs.

## Recommendation:

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

That:

1. Council adopt the template Meeting Standing Orders and Model Meeting Procedures provided by the Department of Local Government, Racing and Multicultural Affairs.

2. A report be presented to a future Council meeting if extra inclusions are required / amendments.

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

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

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

No

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.1 Elected members

## Supporting Documentation:

| | | |
|---|---|---|
| *1*⇩ | UPDATED Template Best Practice Standing Orders - revised September 2020 - DLGRMA | D20/94759 |
| *2*⇩ | UPDATED Model Meeting Procedures - revised September 2020 - DLGRMA | D20/94760 |
| *3*⇩ | Standing Orders for Council Meetings including Standing Committees 'Best Practice Guide' - Adopted 22 April 2020 - Resolution No. OM/04.2020/05 | P20/7 |
| *4*⇩ | Model Meeting Procedures - Adopted 22 April 2020 - Resolution No. OM/04.2020/05 | P20/8 |

## Report authorised by:

Chief Executive Officer

Queensland Government

Department of Local Government, Racing and Multicultural Affairs

# Best practice standing orders for local government and standing committee meetings

September 2020

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Any references to legislation are not an interpretation of the law. They are to be used as a guide only. The information in this publication is general and does not take into account individual circumstances or situations. Where appropriate, independent legal advice should be sought.

An electronic copy of this report is available on the Department of Local Government, Racing and Multicultural Affairs' website at www.dlgrma.qld.gov.au.

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# Intent

To assist local governments, the Department of Local Government, Racing and Multicultural Affairs (DLGRMA) provides best practice standing orders that local governments can choose to adopt to provide written rules for the orderly conduct of local government meetings. These best practice standing orders incorporate the DLGRMA model meeting procedures that deal with matters during council meetings that must be adhered to under the *Local Government Act 2009* (LGA). Local governments can revise their standing orders to incorporate the model meeting procedures or adopt the model meeting procedures.

## 1. Standing orders

1.1. These standing orders apply to local government meetings including standing committee meetings. These standing orders do not apply to meetings of the audit committee.

1.2. A provision of these standing orders may be suspended by resolution of any meeting of the local government except those sections that are mandatory under the model meeting procedures. A separate resolution is required for any suspension and must specify the application and duration of each suspension.

1.3. Where a matter arises at the local government meeting that is not provided for in these standing orders, the matters shall be determined by resolution of the local government upon a motion which may be put without notice but otherwise conforming with these standing orders.

# Procedures for meetings of local government

## 2. Presiding officer

2.1 The mayor will preside at a meeting of local government.

2.2 If the mayor is absent or unavailable to preside, the deputy mayor will preside.

2.3 If both the mayor and the deputy mayor, or the mayor's delegate, are absent or unavailable to preside, a councillor chosen by the councillors present at the meeting will preside at the meeting.

2.4 The local government will choose the chairperson for a committee meeting. This chairperson will normally preside over meetings of the committee.

2.5 If the chairperson of a committee is absent or unavailable to preside, a councillor chosen by the councillors present will preside over the committee meeting.

2.6 Before proceeding with the business of the local government meeting, the person presiding at the meeting will undertake the acknowledgement and/or greetings deemed appropriate by the local government.

## 3. Order of business

3.1 The order of business will be determined by resolution of the local government from time to time. The order of business may be altered for a particular meeting where the councillors at that meeting pass a procedural motion to that effect. A motion to alter the order of business may be moved without notice.

3.2 Unless otherwise altered, the order of business will be as follows:

- attendances
- apologies and granting of leaves of absence
- confirmation of minutes
- officers' reports.

**Note:** The minutes of a preceding meeting, whether an ordinary or a special meeting, not previously confirmed will be taken into consideration, at every ordinary meeting of the local government, in order that the minutes may be confirmed. No discussion will be permitted about these minutes except with respect to their accuracy as a record of the proceedings. Amendments to the minutes may be made prior to confirming the minutes. This must be done by moving a motion to amend the minutes that must be voted on and carried. Once the resolution is passed the minutes can be amended. All councillors present at the meeting can vote to confirm the minutes including those who were absent at the previous meeting and those who had a conflict of interest at the previous meeting.

## 4 Agendas

4.1 The agenda may contain:

- notice of meeting
- minutes of the previous meetings
- business arising out of previous meetings
- business which the mayor wishes to have considered at that meeting without notice
- matters of which notice has been given
- committees' reports referred to the meeting by the chief executive officer (CEO)
- officers' reports referred to the meeting by the CEO
- deputations and delegations from the community that are approved to attend
- any other business the council determines by resolution be included in the agenda.

4.2 Business not on the agenda, or not fairly arising from the agenda, will not be considered at any council meeting unless permission for that purpose is given by the local government at the meeting. Business must be in accordance with the adopted terms of reference for each committee.

4.3 The agenda for the local government must be made publicly available by 5pm on the business day after the notice of meeting is given to the councillors. The related reports for the local government meeting must also be included and available to the public excluding confidential reports.

4.4 Matters on the agenda that will require the meeting to be in a closed session will be clearly identified including the reasons why the session will be closed.

## 5 Petitions

5.1 Any petition presented to a meeting of the local government will:
- be in legible writing or typewritten and contain a minimum of ten (10) signatures
- include the name and contact details of the principal petitioner (i.e. the key contact)
- include the postcode of all petitioners, and
- have the details of the specific request/matter appear on each page of the petition.

5.2 Where a councillor presents a petition to a meeting of the local government, no debate in relation to it will be allowed, and the only motion which may be moved is:
- that the petition be received
- received and referred to a committee or officer for consideration and a report to the council, or
- not be received because it is deemed invalid.

5.3 The local government will respond to the principal petitioner in relation to all petitions deemed valid.

## 6 Deputations

6.1 A deputation wishing to attend and address a meeting of the council shall apply in writing to the CEO not less than seven (7) business days before the meeting.

6.2 The CEO, on receiving an application for a deputation, shall notify the chairperson who will determine whether the deputation may be heard. The CEO will inform the deputation of the determination in writing. Where it has been determined the deputation will be heard, a convenient time will be arranged for that purpose, and an appropriate time period allowed (e.g. 15 minutes).

6.3 For deputations comprising three or more persons, only three persons shall be at liberty to address the council meeting unless the councillors at the meeting determine otherwise by resolution. A deputation shall be given adequate opportunity to explain the purpose of the deputation.

6.4 If a member of the deputation other than the appointed speakers interjects or attempts to address the council meeting, the chairperson may terminate the deputation.

6.5 The chairperson may terminate an address by a person in a deputation at any time where:
- the chairperson is satisfied that the purpose of the deputation has been sufficiently explained to the councillors at the meeting
- the time period allowed for a deputation has expired, or
- the person uses insulting or offensive language or is derogatory towards councillors or others.

6.6 The CEO is responsible for the deputation including that the appointed speaker/s are notified in writing of developments or future actions as appropriate.

## 7. Public participation at meetings

7.1 A member of the public may take part in the proceeding of a meeting only when invited to do so by the chairperson.

7.2 In each local government meeting, time may be required to permit members of the public to address the local government on matters of public interest related to local government. The time allotted shall not exceed fifteen (15) minutes and no more than three (3) speakers shall be permitted to speak at one meeting. The right of any individual to address the local government during this period shall be at the absolute discretion of the local government.

7.3 If any address or comment is irrelevant, offensive, or unduly long, the chairperson may require the person to cease making the submission or comment.

7.4 For any matter arising from such an address, the local government may take the following actions:
- refer the matter to a committee
- deal with the matter immediately
- place the matter on notice for discussion at a future meeting
- note the matter and take no further action.

7.5 Any person addressing the local government shall stand, and act and speak with decorum and frame any remarks in respectful and courteous language.

7.6 Any person who is considered by the local government or the mayor to be unsuitably dressed may be directed by the mayor or chairperson to immediately withdraw from the meeting. Failure to comply with such a request may be considered an act of disorder.

## 8. Prescribed conflict of interest

Councillors are ultimately responsible for informing of any prescribed conflict of interest on matters to be discussed at a council or committee meeting (other than ordinary business matters). When dealing with a prescribed conflict of interest, councillors must abide by the following procedures:

8.1 A councillor who has notified the chief executive officer of a prescribed conflict of interest in a matter to be discussed in a council meeting must also give notice during the meeting.

8.2 A councillor who first becomes aware of a prescribed conflict of interest in a matter during a council meeting must immediately inform the meeting of the conflict of the interest.

8.3 When notifying the meeting of a prescribed conflict of interest, the following details must be provided:
- if it arises because of a gift, loan or contract, the value of the gift, loan or contract
- if it arises because of an application or submission, the subject of the application or submission
- the name of any entity other than the councillor that has an interest in the matter
- the nature of the councillor's relationship with the entity that has an interest in a matter
- details of the councillor's and any other entity's interest in the matter.

8.4 The councillor must then leave the place of the meeting, including any area set aside for the public, and stay away while the matter is being discussed and voted on, unless the subject councillor has written notice from the Minister to participate in the matter.

8.5 Once the councillor has left the area where the meeting is being conducted, the council can continue discussing and deciding on the matter at hand.

## 9. Declarable conflict of interest

Councillors are ultimately responsible for informing of any declarable conflict of interest on matters to be discussed at council or committee meetings that might lead to a decision that is contrary to the public interest (other than ordinary business matters).

A councillor may raise their personal interests in a matter at the meeting to canvas the view of the other councillors prior to deciding to declare a conflict of interest. If the other councillors suspect the personal interest might be a conflict of interest, the councillor may disclose their suspicion and the processes under section 150EW of the LGA.

When dealing with a declarable conflict of interest, councillors must abide by the following procedures:

9.1 A councillor who has notified the chief executive officer of a declarable conflict of interest in a matter to be discussed at a council meeting must also give notice during the meeting.

9.2 A councillor who first becomes aware of a declarable conflict of interest in a matter during a council meeting must inform the meeting of the conflict of interest

9.3 When notifying the meeting of a declarable conflict of interest, councillors should provide sufficient detail to allow the other councillors to make an informed decision about how best to manage the declarable conflict of interest in the public interest. The following details must be provided:

- the nature of the declarable conflict of interest
- if it arises because of the councillor's relationship with a related party:
    i. the name of the related party to the councillor
    ii. the nature of the relationship of the related party to the councillor
    iii. the nature of the related party's interest in the matter
- if it arises because of a gift or loan from another person to the councillor or a related party:
    i. the name of the other person
    ii. the nature of the relationship of the other person to the councillor or related party
    iii. the nature of the other person's interest in the matter
    iv. the value of the gift or loan and the date the gift or loan was made.

9.4 After a councillor has declared a conflict of interest, the councillor should consider leaving the meeting while the matter is discussed unless they have reasons why their participation would improve making the decision in the public interest.

9.5 If the councillor chooses not to leave the meeting, the councillor may advise the other

councillors of their reasons for seeking permission to participate in making the decision.

9.6 The other non-conflicted councillors at the meeting must then decide, by resolution, whether the councillor can participate in the decision making in relation to the matter, including voting on the matter, or whether they should not participate in the decision and leave the place of the meeting while the matter is decided by the non-conflicted councillors. The non-conflicted councillors may impose conditions on the councillor under a decision to either participate or leave the meeting e.g. may stay for the debate but must leave for the vote. The councillor must comply with any decision or condition imposed by the non-conflicted councilors.

9.7 In deciding on a councillor's declarable conflict of interest in a matter, only councillors who do not themselves have a prescribed or declarable conflict of interest in the matter are eligible to participate in the decision making. The decision may be made even if the number of those councillors is less than a majority or less than a quorum for the meeting consistent with section 150ET of the LGA.

9.8 The councillor who is the subject of the decision may remain in the meeting while the debate is occurring and can participate by answering questions from the chairperson to assist the other councillors in making their decision. The subject councillor must not vote or otherwise participate in making the decision but may remain in the meeting while the vote on the matter takes place and the decision is declared by the chairperson, on whether the councillor may remain in the meeting and participate in deciding the matter in which the councillor has a declarable conflict of interest.

9.9 When deciding whether a councillor may participate in the decision making on a matter in which they have a declarable conflict of interest, the other councillors should consider the particular circumstances of the matter including, but not limited to:

- how does the inclusion of the councillor in the deliberation affect the public trust
- how close or remote is the councillor's relationship to the related part
- if the declarable conflict of interest relates to a gift or other benefit, how long ago was the gift or benefit received
- will the benefit or detriment the subject councillor or their related party stands to receive from the decision have major or minor impact on them
- how does the benefit or detriment the subject councillor stands to receive compare to others in the community
- how does this compare with similar matters that council has decided and have other councillors with the same or similar interests decided to leave the meeting
- whether the subject councillor has unique skills, knowledge or expertise that might help make the best decision in the public interest.

9.10 If the non-conflicted councillors cannot decide about the declarable conflict of interest of a councillor, they are taken to have decided that the councillor must leave and stay away from the meeting while the non-conflicted councillors discuss and vote on the matter.

9.11 A decision about a councillor who has a declarable conflict of interest in a matter applies in relation to the councillor for participating in the decision, and all subsequent decisions, about the same matter unless the there is a change to the councillor's personal interests and/or the nature of the matter being discussed. If the non-conflicted councillors decide that the councillor can act in the public interest on the matter, then the councillor may participate in the meeting and be involved in processes occurring outside of a council meeting about

the same matter e.g. briefing sessions or workshops.

9.12 In making the decision under 9.6 and 9.9, it is irrelevant how the subject councillor intended to vote on the issue or any other issue (if known or suspected).

9.13 A councillor does not contravene the above procedures if the councillor participates in a decision under written approval from the Minister.

## 10. Reporting a suspected conflict of interest

10.1 If a councillor at a meeting reasonably believes or suspects that another councillor has a personal interest in a matter that may be a prescribed or declarable conflict of interest, and that councillor is participating in a decision on that matter, the councillor must immediately inform the chairperson of the meeting of their belief or suspicion, and the facts and circumstances that led to their belief or suspicion.

10.2 The chairperson then should ask the relevant councillor with the suspected personal interest whether they have any prescribed or declarable conflict of interest in the matter. If the councillor agrees they have a conflict of interest, the councillor must follow the relevant procedures above.

10.3 If the councillor believes they do not have a conflict of interest, they must inform the meeting of that belief and their reasons for that belief.

10.4 The non-conflicted councillors must then decide whether the councillor has a prescribed conflict of interest, a declarable conflict of interest or that the councillor does not have prescribed or declarable conflict of interest in the matter. If the meeting decides the councillor has a conflict of interest, the councillor must follow the relevant procedures above.

10.5 If the councillors cannot reach a majority decision, then they are taken to have determined that the councillor has a declarable conflict of interest.

## 11. Loss of quorum

11.1 In the event where one or more councillors leave a meeting due to a prescribed or declarable conflict of interest in a matter that results in a loss of a quorum for deciding the matter, the council must resolve to:

- delegate the consideration and decision on the matter, pursuant to section 257 of the LGA
- defer the matter to a later meeting
- not decide the matter and take no further action in relation to the matter.

11.2 All councillors including the conflicted councillors, may participate in deciding to delegate or defer a matter.

11.3 The council must not delegate a decision to an entity if the entity, or a majority being at least half of its members, has a prescribed or declarable conflict of interest in the matter.

11.4 If the matter cannot be delegated under an Act, the council should seek ministerial approval for the councillors to be able to consider and vote on the matter, subject to any conditions the Minister may impose.

# Motions

## 12. Motion to be moved

12.1 A councillor is required to 'move' a motion and then another councillor is required to 'second' the motion.

12.2 When a motion has been moved and seconded, it will become subject to the control of the council and cannot be withdrawn without the consent of the council meeting.

12.3 Other councillors can propose amendments to the motion, which must be voted on before voting on the final motion.

- A motion brought before a meeting of the local government in accordance with the LGA or these standing orders will be received and put to the meeting by the chairperson.
- The chairperson may require a motion or amendment to a motion to be stated in full or be in writing before permitting it to be received.
- The chairperson may refuse to accept a motion if it is not within the meeting's jurisdiction and rule a motion out of order if necessary. Any motion that is vague, proposes an unlawful action, is outside the scope of the meeting, is defamatory, vexatious or is unnecessary, may be ruled out of order.

12.4 The chairperson may call the notices of motion in the order in which they appear on the agenda. Where no objection is taken to a motion being taken as a formal motion, and the motion is then seconded, the chairperson may put the motion to the vote without discussion and the vote occur.

12.5 Not more than one motion or one proposed amendment to a motion may be put before a meeting of a local government at any one time.

## 13. Absence of mover of motion

13.1 Where a councillor who has given notice of a motion is absent from the meeting of the local government at which the motion is to be considered, the motion may be:

- moved by another councillor at the meeting, or
- deferred to the next meeting.

## 14. Motion to be seconded

14.1 A motion or an amendment to a motion shall not be debated at a meeting of the local government unless or until the motion or the amendment is seconded, with the exception of procedural motions.

## 15. Amendment of motion

15.1 An amendment to a motion will be in terms which maintain or further clarify the intent of the original motion and do not contradict the motion.

15.2 Where an amendment to a motion is before a meeting of the local government, no other amendment to the motion will be considered until after the first amendment has been voted on.

15.3 Where a motion is amended by another motion, the original motion will not be proposed as a subsequent motion to amend that other motion.

## 16. Speaking to motions and amendments

16.1 The mover of a motion or amendment will read it and state that it is so moved but will not speak to it until it is seconded.

16.2 The chairperson will manage the debate by allowing the councillor who proposed the motion the option of speaking first on the motion. The chairperson will then call on any other councillors who wish to speak against the motion and then alternatively for and against the motion as available, until all councillors who wish to speak have had the opportunity.

16.3 A councillor may make a request to the chairperson for further information before or after the motion or amendment is seconded.

16.4 The mover of a motion or amendment has the right to reply. Each councillor will speak no more than once to the same motion or same amendment except as a right of reply. Once the right of reply has been delivered the debate ends.

16.5 Each speaker will be restricted to not more than five (5) minutes unless the chairperson rules otherwise.

16.6 Where two or more councillors indicate they may wish to speak at the same time, the chairperson will determine who is entitled to priority.

16.7 In accordance with section 254H of the *Local Government Regulation 2012* (LGR), if a decision made at the council meeting is inconsistent with a recommendation or advice given to the council by an advisor, the minutes of the meeting must include a statement of the reasons for not adopting the recommendation or advice.

## 17. Method of taking vote

17.1 The chairperson will call for all councillors in favour of the motion to indicate their support. The chairperson will then call for all councillors against the motion to indicate their objection. A councillor may call for a 'division' to ensure their objection to the motion is recorded in the minutes. If a division is taken, the minute secretary will record the names of councillors voting in the affirmative and of those voting in the negative. The chairperson will declare the result of a vote or a division as soon as it has been determined.

17.2 Councillors have the right to request that their names and how they voted be recorded in the minutes if they request it when voting other than by division.

17.3 Except upon a motion to repeal or amend it, the resolution will not be discussed after the vote has been declared.

**Note:** If a report contains distinct recommendations, the decision of the council may be taken separately on each recommendation. If a decision by the meeting is contra to a recommendation in a report the minutes must give the reasons for the decision.

## 18. Withdrawing a motion

18.1 A motion or amendment may be withdrawn by the mover with the consent of the council, which will be without debate, and a councillor will not speak to the motion or amendment after the mover has been granted permission by the council meeting for its withdrawal.

## 19. Repealing or amending resolutions

19.1 A resolution of the local government may not be amended or repealed unless notice of motion is given in accordance with the requirements of the legislation.

19.2 Councillors present at the meeting at which a motion to repeal or amend a resolution is put, may defer consideration of that motion. The deferral will not be longer than three (3) months.

## 20. Procedural motions

20.1 A councillor at a meeting of the local government may, during the debate of a matter at the meeting, move the following motions, as a procedural motion without the need for a seconder:

- that the question/motion be now put before the meeting
- that the motion or amendment now before the meeting be adjourned
- that the meeting proceeds to the next item of business
- that the question lie on the table
- a point of order
- a motion of dissent against the chairperson's decision
- that this report/document be tabled
- to suspend the rule requiring that (insert requirement)
- that the meeting stands adjourned.

20.2 A procedural motion, that 'the question be put', may be moved and where the procedural motion is carried, the chairperson will immediately 'put the question to the motion' or amendment to that motion under consideration. Where the procedural motion is lost, debate on the motion or amendment to that motion will resume.

20.3 The procedural motion, that the motion or amendment now before the meeting be adjourned, may specify a time or date, to which the debate will be adjourned. Where no

date or time is specified:
- a further motion may be moved to specify a time or date; or
- the matter about which the debate is to be adjourned, will be included in the business paper for the next meeting.

20.4 Where a procedural motion that the meeting proceed to the next item is carried, debate on the matter that is the subject of the motion will cease and may be considered again by the local government on the giving of notice in accordance with the standing orders.

20.5 A procedural motion that the question lie on the table, will only be moved where the chairperson or a councillor requires additional information on the matter before the meeting (or the result of some other action of the council or person is required) before the matter may be concluded at the meeting. Where such a procedural motion is passed, the council will proceed with the next matter on the business paper. The motion, that the matter be taken from the table, may be moved at the meeting at which the procedural motion was carried or at any later meeting.

20.6 Any councillor may ask the chairperson to decide on a point of order where it is believed that another councillor:
- has failed to comply with proper procedures;
- is in contravention of the legislation; or
- is beyond the jurisdiction power of the council meeting.

**Note:** Points of order cannot be used as a means of contradicting a statement made by the councillor speaking. Where a point of order is moved, consideration of the matter to which the motion was moved will be suspended. The chairperson will determine whether the point of order is upheld.

Upon the question of order suddenly arising during the process of a debate, a councillor may raise a point of order, and then the councillor against whom the point of order is raised, will immediately cease speaking. Notwithstanding anything contained in these standing orders to the contrary, all questions or points of order at any time arising will, until decided, suspend the consideration and decision of every other question.

20.7 A councillor may move a motion of dissent in relation to a ruling of the chairperson on a point of order. Where such motion is moved, further consideration of any matter will be suspended until after a ruling is made. Where a motion of dissent is carried, the matter to which the ruling of the chairperson was made will proceed as though that ruling had not been made. Whereas a result of that ruling the matter was discharged as out of order, it will be restored to the business paper and be dealt with in the normal course of business.

20.8 The motion that this report/document be tabled may be used by a councillor to introduce a report or other document to the meeting, only if the report or other document is not otherwise protected under confidentiality or information privacy laws. On tabling the document, it ceases to be a confidential document and is available for public scrutiny.

20.9 A procedural motion, 'to suspend the rule requiring that…..', may be made by any councillor in order to permit some action that otherwise would be prevented by a procedural rule. A motion to suspend a rule will specify the duration of the suspension.

20.10 A procedural motion, that the meeting stands adjourned, may be moved by a councillor at the conclusion of debate on any matter on the business paper or at the conclusion of a councillor's time for speaking to the matter, and will be put without debate. Such a procedural motion will specify a time for the resumption of the meeting and on resumption of the meeting, the council meeting will continue with the business before the meeting at the point where it was discontinued on the adjournment.

## 21. Questions

21.1 A councillor may at the local government meeting ask a question for reply by another councillor or an officer regarding any matter under consideration at the meeting. A question will be asked categorically and without argument and no discussion will be permitted at the council meeting in relation to a reply or a refusal to reply to the question. A councillor or officer to whom a question is asked without notice may request that the question be taken on notice for the next meeting.

21.2 A councillor who asks a question at a meeting, whether or not upon notice, will be deemed not to have spoken to the debate of the motion to which the question relates.

21.3 The chairperson may disallow a question which is considered inconsistent with an acceptable request or good order, provided that a councillor may move a motion that the chairperson's ruling be disagreed with, and if carried the chairperson will allow the question.

# Meeting Conduct

## 22. Process for dealing with Unsuitable Meeting Conduct

The conduct of a councillor is unsuitable meeting conduct if the conduct happens during a council meeting and contravenes a behavioural standard of the code of conduct for councillors (Add Link to COC). When dealing with an instance of unsuitable conduct by a councillor in a meeting, the following procedures must be followed:

22.1 The chairperson must reasonably believe that unsuitable meeting conduct has been displayed by a councillor at a meeting.

22.2 If the chairperson decides the unsuitable meeting conduct has occurred, the chairperson may consider the severity of the conduct and whether the councillor has had any previous warnings for unsuitable meeting conduct issued. If the chairperson decides the conduct is of a serious nature or another warning is unwarranted, proceed to step 23.7.

22.3 If the chairperson decides unsuitable meeting conduct has occurred but is of a less serious nature, the chairperson may request the councillor take remedial actions such as:
- ceasing the unsuitable meeting conduct and refraining from exhibiting the conduct;
- apologising for their conduct;
- withdrawing their comments.

22.4 If the councillor complies with the chairperson's request for remedial action, no further action is required.

22.5 If the councillor fails to comply with the chairperson's request for remedial action, the chairperson may warn the councillor that failing to comply with the request could result in an order being issued.

22.6 If the councillor complies with the chairperson's warning and request for remedial action, no further action is required.

22.7 If the councillor still continues to fail to comply with the chairperson's request for remedial action or the chairperson decided a warning was not appropriate under 22.3, the chairperson may make one or more of the orders below:
- an order reprimanding the councillor for the conduct
- an order requiring the councillor to leave the meeting, including any area set aside for the public and stay out for the duration of the meeting.

22.8 If the councillor fails to comply with an order to leave and stay away from the meeting, the chairperson can issue an order that the councillor be removed from the meeting.

22.9 Following the completion of the meeting, the chairperson must ensure:
- details of any order issued is recorded in the minutes of the meeting
- if it is the third or more order made within a 12-month period against a councillor, or the councillor has refused to comply with an order issued to leave the meeting, these matters are dealt with at the next meeting of the council and treated as inappropriate conduct
- the council's chief executive officer (CEO) is advised to ensure details of any order made is updated in the council's councillor conduct register.

22.10 Any councillor aggrieved with an order issued by the chairperson can move a motion of dissent for parts 22.1, 22.7 and 22.8 above.

**Note:** Chairpersons of a meeting are carrying out a statutory responsibility under the LGA to manage and lead the meeting. As such, where a chairperson behaves inappropriately in a meeting this involves a serious breach of the trust placed in them as the chairperson of the meeting and may be dealt with as misconduct. The breach can be referred to the Office of the Independent Assessor (OIA) to be dealt with. However, breaches of trust don't arise because councillors disagree with the chairperson's decision or ruling during the meeting.

## 23. General conduct during meetings

23.1 After a meeting of the council has been formally constituted and the business commenced, a councillor will not enter or leave from the meeting without first notifying the chairperson.

23.2 Councillors will speak to each other or about each other during the local government meeting by their respective titles ('mayor' or 'councillor'), and when speaking of or addressing officers will call them by their respective official or departmental title and will confine their remarks to the matter under consideration.

23.3 No councillor who is speaking will be interrupted except upon a point of order being raised either by the chairperson or by another councillor.

23.4 When the chairperson speaks during the process of a debate, the councillor speaking or offering to speak will immediately cease speaking, and each councillor present will observe strict silence so that the chairperson may be heard without interruption.

## 24. Meeting process for dealing with suspected inappropriate conduct which has been referred to a local government by the Independent Assessor (IA)

Pursuant to Chapter 5A, Division 5 of the LGA (Referral of conduct to a local government) a referral from the IA of inappropriate conduct or an instance of suspected inappropriate conduct may arise from circumstances under paragraph 22.9 dot point two of this document.

When dealing with an instance of suspected inappropriate conduct which has been referred to a local government by the IA:

24.1 The council must be consistent with the local government principle of transparent and accountable decision making in the public interest by dealing with suspected inappropriate conduct in an open meeting of the council. However, where the matter may directly affect the health and safety of the complainant due to the nature of the complaint, the council may resolve to go into closed session under section 254J of the LGR to discuss the allegation.

24.2 The subject councillor has a declarable conflict of interest in the matter and is permitted by the council to remain in the meeting during the debate about whether the councillor engaged in the inappropriate conduct and answer questions put to the subject councillor by the chairperson to assist the other councillors in making a decision. This permission to remain in the meeting for the debate is on the condition that the subject councillor must leave the place where the meeting is being held, including any area set aside for the public, during the vote on whether they have committed inappropriate conduct and what, if any, penalty to impose if the councillor is found to have committed inappropriate conduct.

24.3 Should the complainant be a councillor, that councillor may have a declarable conflict of interest in the matter and if so, must follow the declarable conflict of interest procedures in section 9. If the complainant councillor who has a declarable conflict of interest, wishes to remain in the meeting during the debate and vote on the matter, the other councillors must decide how to deal with the conflict of interest under section 9. The complainant councillor can be ordered to leave the meeting place or conditions may be applied to allow that councillor to participate in either the debate, the vote or the decision on any disciplinary action to be applied.

24.4 The council must debate the issue and decide whether the accused councillor engaged in inappropriate conduct. If the council has lost quorum due to the number of conflicted councillors or another reason, the matter must be delegated consistent with section 257 of the LGA or deferred to another date when a quorum will be present.

24.5 If a decision is reached that the accused councillor has engaged in inappropriate conduct, then the councillors must decide what penalty or penalties from the orders detailed in 24.6,

if any, to impose on the councillor. In deciding what penalty to impose, the council may consider any previous inappropriate conduct of the councillor and any allegation made in the investigation that was admitted, or not challenged, and that the council is reasonably satisfied is true.

24.6 The council may order that no action be taken against the councillor or make one or more of the following:

- an order that the councillor make a public admission that the councillor has engaged in inappropriate conduct
- an order reprimanding the councillor for the conduct
- an order that the councillor attend training or counselling to address the councillor's conduct, including at the councillor's expense
- an order that the councillor be excluded from a stated council meeting
- an order that the councillor is removed, or must resign, from a position representing the local government, other than the office of councillor, for example that the councillor is ordered to resign from an appointment representing the local government on a state board or committee
- an order that if the councillor engages in the same type of conduct again, it will be treated as misconduct
- an order that the councillor reimburse the council for all or some of the costs arising from the councillor's inappropriate conduct.

24.7 A local government may not make an order that the councillor attend training/counselling, be suspended from a meeting, be removed or resign from a position or that the same conduct will be treated as misconduct in future, in relation to a person who is no longer a councillor.

24.8 The subject councillor, and where relevant, the complainant councillor, must be invited back into the place where the meeting is being held once a decision has been made, and the chairperson must advise them of the details of the decision.

24.9 The chairperson must ensure the meeting minutes reflect the resolution made.

## 25. Disorder

25.1 The chairperson may adjourn the meeting of the local government, where disorder arises at a meeting other than by a councillor. On resumption of the meeting, the chairperson will move a motion to be put without debate, to determine whether the meeting will proceed. Where the motion is lost, the chairperson shall declare the meeting closed, and any outstanding matters referred to a future meeting.

# Attendance and non-attendance

## 26. Attendance of public and the media at meeting

26.1 An area shall be made available at the place where any meeting of the local government is to take place for members of the public and representatives of the media to attend the

meeting and as many members of the public as reasonably can be accommodated in that area will be permitted to attend the meeting.

26.2 When the local government is sitting in closed session, the public and representatives of the media will be excluded.

## 27. Closed session

27.1 Council and standing committee meetings may resolve that a meeting be closed to the public if its councillors consider it necessary to discuss any of the following matters:

- appointment, dismissal or discipline of the CEO
- industrial matters affecting employees
- the council's budget
- rating concessions
- legal advice obtained by the council, including legal proceedings that may be taken by or against the council
- matters that may directly affect the health and safety of an individual or a group of individuals
- negotiations relating to a commercial matter involving the council for which a public discussion could prejudice the interests of the council
- negotiations relating to the taking of land by the council under the *Acquisition of Land Act 1967*
- a matter that the council is required to keep confidential under a law of, or a formal agreement with, the Commonwealth or state.

27.2 A council or committee meeting cannot resolve that a meeting be closed where the meeting is informed of a councillor's personal interest in the matter by another person and the eligible councillors at the meeting must decide whether the councillor has a declarable conflict of interest in the matter.

27.3 Further, the meeting must not be closed if a quorum is lost due to the number of conflicted councillors who leave the meeting and the council must;

- delegate the matter
- decide by resolution to defer to a later meeting
- decide by resolution to take no further action on the matter.

**Note**: None of the above will be considered, discussed, voted on or made during a closed session. If a closed session includes attendance by teleconference, the councillor/s attending by teleconference must maintain confidentiality by ensuring no other person can hear their conversation while in the closed meeting.

27.4 To take a matter into a closed session the council must abide by the following:

- pass a resolution to close the meeting
- the resolution must state the matter to be discussed, an overview of what is to be discussed and why the meeting should be closed while the matter is considered
- if the matter is known in advance, the agenda should clearly identify that the matter will be considered in closed session, and an explanation of why it is deemed necessary to take the issue into closed session must be stated

- not make a resolution while in a closed meeting (other than a procedural resolution).

## 28. Teleconferencing of meetings

28.1 If a councillor wishes to be absent from a council meeting place during a meeting, the councillor must apply to the chairperson to participate by teleconference, at least three (3) business days prior to the meeting or as soon as practicable once the councillor becomes aware of their intended absence. The chairperson may allow a councillor to participate in a council or committee meeting by teleconference.

28.2 A councillor taking part by teleconference is taken to be present at the meeting if the councillor was simultaneously in audio contact with each other person at the meeting. The attendance of the councillor must be recorded in the minutes as present at the meeting.

**Note:** Teleconferencing includes the use of a telephone, video conferencing equipment or other means of instant communication that allows a person to take part in a discussion as it happens.

28.3 In order for councils to manage the safety rules during the COVID-19 pandemic, changes have been added to the LGR that will expire in June 2021.

28.4 These provisions allow the council:

- the option to conduct the entire council meeting via phone, teleconference or video conference
- where possible, must provide streaming or other facilities so that the public can observe or hear the meeting as it is happening, at one of the council's public offices or on the council's website
- chairperson has the option to close the meeting on health and safety grounds to protect participants or observers from risk of exposure to COVID-19.

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Queensland Government

Department of Local Government, Racing and Multicultural Affairs

# Model meeting procedures

Revised September 2020

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## Purpose of the model meeting procedures

The purpose of the model meeting procedures is to set out certain procedures to ensure the local government principles are reflected in the conduct of council meetings, standing and advisory committee meetings as defined in the Local Government Regulation 2012 (LGR) and the City of Brisbane Regulation 2012 (COBR). However, model meeting procedures do not apply to meetings of the council's audit committee.

It is not intended that the model meeting procedures would deal with all aspects of meeting conduct but only those required to strengthen public confidence in council to deal with the conduct of councillors in meetings.

## Background

As required under section 150F of the *Local Government Act 2009* (the LGA) this document sets out:

- the process for how a chairperson of a council meeting may deal with instances of unsuitable meeting conduct by councillors, and
- the process for how suspected inappropriate conduct of a councillor referred to the local government by the Independent Assessor (IA) is to be dealt with at a council meeting.

## Application

A council must either adopt the model meeting procedures or prepare and adopt other procedures for the conduct of its council meeting, standing and advisory committee meetings that are consistent with the model meeting procedures. If there is any inconsistency, then the council is taken to have adopted the model meeting procedures to the extent of the inconsistency.

If a council chooses to continue using existing standing orders, the council must review them to ensure that they are consistent with the requirements of these model meeting procedures. To assist council, the Department of Local Government, Racing and Multicultural Affairs (DLGRMA) has published best practice standing orders that councils can choose to adopt.

A council must conduct its meetings in a manner that is consistent with either the model meeting procedures or its own meeting procedures.

# Processes

## 1. Process for dealing with unsuitable meeting conduct by a councillor in a meeting

The conduct of a councillor is unsuitable meeting conduct if the conduct happens during a council meeting and contravenes a behavioural standard of the code of conduct for councillors. When dealing with an instance of unsuitable conduct by a councillor in a meeting, the following procedures must be followed:

1.1 The chairperson must reasonably believe that unsuitable meeting conduct has been displayed by a councillor at a meeting.

1.2 If the chairperson decides the unsuitable meeting conduct has occurred, the chairperson may consider the severity of the conduct and whether the councillor has had any previous warnings for unsuitable meeting conduct issued. If the chairperson decides the conduct is of a serious nature or another warning is unwarranted, proceed to step 1.7.

1.3 If the chairperson decides unsuitable meeting conduct has occurred but is of a less serious nature, the chairperson may request the councillor take remedial action such as:

1.3.1 ceasing the unsuitable meeting conduct and refraining from exhibiting the conduct

1.3.2 apologising for their conduct

1.3.3 withdrawing their comments.

1.4 If the councillor complies with the chairperson's request for remedial action, no further action is required.

1.5 If the councillor fails to comply with the chairperson's request for remedial action, the chairperson may warn the councillor that failing to comply with the request could result in an order being issued.

1.6 If the councillor complies with the chairperson's warning and request for remedial action, no further action is required.

1.7 If the councillor continues to fail to comply with the chairperson's request for remedial action or the chairperson decided a warning was not appropriate under 1.3, the chairperson may make one or more of the orders below:

1.7.1 an order reprimanding the councillor for the conduct

1.7.2 an order requiring the councillor to leave the meeting, including any area set aside for the public and stay out for the duration of the meeting.

1.8 If the councillor fails to comply with an order to leave and stay away from the meeting, the chairperson can issue an order that the councillor be removed from the meeting.

1.9 Following the completion of the meeting, the chairperson must ensure:

1.9.1 details of any order issued is recorded in the minutes of the meeting

1.9.2 if it is the third or more order made within a 12 month period against a councillor, or the councillor has refused to comply with an order issued to leave the meeting, these matters are dealt with at the next meeting of the council and treated as inappropriate conduct

1.9.3 the council's chief executive officer (CEO) is advised to ensure details of any order made is updated in the council's councillor conduct register.

1.10 Any councillor aggrieved with an order issued by the chairperson can move a motion of dissent for parts 1.1, 1.7 and 1.8 above.

**Note:** Chairpersons of a meeting are carrying out a statutory responsibility under the LGA and *City of Brisbane Act 2010* (COBA) to manage and lead the meeting. As such, where a chairperson behaves inappropriately in a meeting, this involves a breach of the trust placed in them as the chairperson of the meeting and may be dealt with as misconduct. The breach can be referred to the Office of the Independent Assessor (OIA) to be dealt with. However, breaches of trust don't arise because councillors disagree with the chairperson's decision or ruling during the meeting.

## 2. Meeting process for dealing with suspected inappropriate conduct which has been referred to a local government by the IA

Pursuant to Chapter 5A, Division 5 of the LGA (Referral of conduct to local government) a referral from the IA of inappropriate conduct or an instance of suspected inappropriate conduct may arise from circumstances under paragraph 1.9.2 of this document.

In either case, the council must complete an investigation into the alleged conduct:

- consistent with any recommendations from the IA; and
- consistent with the council's investigation policy; or
- in another way decided by resolution of the council.

After the completion of the investigation, the council must decide in a council meeting, whether the councillor has engaged in inappropriate conduct, unless it has delegated responsibility for this decision under section 257 of the LGA or section 238 of the COBA.

When dealing with an instance of suspected inappropriate conduct which has been referred to a council by the IA:

2.1 The council must be consistent with the local government principle of transparent and accountable decision making in the public interest by dealing with suspected inappropriate conduct in an open meeting of the council. However, where the matter may directly affect the health and safety of the complainant due to the nature of the complaint, the council may resolve to go into closed session under section 254J of the LGR or section 242J of the COBR to discuss the allegation.

2.2 The subject councillor has a declarable conflict of interest in the matter and is permitted by the council to remain in the meeting during the debate about whether the councillor engaged in the inappropriate conduct and answer questions put to the subject councillor through the chairperson to assist the other councillors in making a decision. The permission to remain in the meeting for the debate is on the condition that the subject councillor must leave the place where the meeting is being held, including any area set aside for the public, during the vote on whether they have committed inappropriate conduct and what, if any, penalty to impose if the councillor is found to have committed inappropriate conduct.

2.3 Should the complainant be a councillor, that councillor may have a declarable conflict of interest in the matter and if so, must follow the declarable conflict of interest procedures in section 4. If the complainant councillor who has a conflict of interest, wishes to remain in the meeting during the debate and vote on the matter, the other councillors must decide how to deal with the conflict of interest under section 4. The complainant councillor can be ordered to leave the meeting place or conditions may be applied to allow that councillor to participate in either the debate, the vote or the decision on any disciplinary action to be applied.

2.4 The council must debate the issue and decide whether the subject councillor engaged in inappropriate conduct. If the council has lost quorum due to the number of conflicted councillors or another reason, the matter must be delegated consistent with section 257 of the LGA or section 238 of the COBA or deferred to another date when a quorum will be present.

2.5 If a decision is reached that the subject councillor has engaged in inappropriate conduct, then the councillors must decide what penalty or penalties from the orders detailed in 2.6, if any, to impose on the councillor. In deciding what penalty to impose, the council may consider any previous inappropriate conduct of the councillor and any allegation made in the investigation that was admitted, or not challenged, and that the council is reasonably satisfied is true.

2.6 The council may order that no action be taken against the councillor or make one or more of the following:

2.6.1 an order that the councillor make a public admission that the councillor has engaged in inappropriate conduct

2.6.2 an order reprimanding the councillor for the conduct

2.6.3 an order that the councillor attend training or counselling to address the councillor's conduct, including at the councillor's expense

2.6.4 an order that the councillor be excluded from a stated council meeting

2.6.5 an order that the councillor is removed, or must resign, from a position representing the local government, other than the office of councillor, for example that the councillor is ordered to resign from an appointment representing the local government on a state board or committee

2.6.6 an order that if the councillor engages in the same type of conduct again, it will be treated as misconduct

2.6.7 an order that the councillor reimburse the council for all or some of the costs arising from the councillor's inappropriate conduct.

2.7 A local government may not make an order under 2.6.3; 2.6.4; 2.6.5; 2.6.6 in relation to a person who is no longer a councillor.

2.8 The subject councillor, and where relevant, the complainant councillor, must be invited back into the place where the meeting is being held once a decision has been made, and the chairperson must advise them of the details of the decision.

2.9 The chairperson must ensure the meeting minutes reflect the resolution made.

## 3. Prescribed conflict of interest

Councillors are ultimately responsible for informing of any prescribed conflict of interest on matters to be discussed at a council meeting, standing or advisory committee meeting (other than ordinary business matters). When dealing with a prescribed conflict of interest, councillors must abide by the following procedures:

3.1 A councillor who has notified the chief executive officer of a prescribed conflict of interest in a matter to be discussed in a council meeting must also give notice during the meeting.

3.2 A councillor who first becomes aware of a prescribed conflict of interest in a matter during a council meeting must immediately inform the meeting of the conflict of interest.

3.3 When notifying the meeting of a prescribed conflict of interest, the following details must, at a minimum, be provided:

3.3.1 if it arises because of a gift, loan or contract, the value of the gift, loan or contract

3.3.2 if it arises because of an application or submission, the subject of the application or submission

3.3.3 the name of any entity, other than the councillor, that has an interest in the matter

3.3.4 the nature of the councillor's relationship with the entity that has an interest in a matter

3.3.5 details of the councillor's and any other entity's interest in the matter.

3.4 The councillor must then leave the place of the meeting, including any area set aside for the public, and stay away while the matter is being discussed and voted on, unless the subject councillor has written notice from the Minister to participate in the matter.

3.5 Once the councillor has left the area where the meeting is being conducted, the council can continue discussing and deciding on the matter at hand.

## 4. Declarable conflict of interest

Councillors are ultimately responsible for informing of any declarable conflict of interest on matters to be discussed at council meetings, standing or advisory committee meetings that might lead to a decision that is contrary to the public interest (other than ordinary business matters).

A councillor may raise their personal interests in a matter at the meeting to canvas the view of the other councillors prior to deciding to declare a conflict of interest. If the other councillors suspect the personal interest might be a conflict of interest, the councillor may disclose their suspicion and the processes under section 150EW of the LGA or Section 177T of COBA applies.

When dealing with a declarable conflict of interest, councillors must abide by the following procedures:

4.1 A councillor who has notified the chief executive officer of a declarable conflict of interest in a matter to be discussed at a council meeting must also give notice during the meeting.

4.2 A councillor who first becomes aware of a declarable conflict of interest in a matter during a council meeting must inform the meeting of the conflict of interest.

4.3 When notifying the meeting of a declarable conflict of interest, councillors should provide sufficient detail to allow the other councillors to make an informed decision about how best to manage the declarable conflict of interest in the public interest. The following minimum details must be provided:

4.3.1 the nature of the declarable conflict of interest

4.3.2 if it arises because of the councillor's relationship with a related party:

i. the name of the related party to the councillor

ii. the nature of the relationship of the related party to the councillor

iii. the nature of the related party's interest in the matter

4.3.3 if it arises because of a gift or loan from another person to the councillor or a related party:

i. the name of the other person

ii. the nature of the relationship of the other person to the councillor or related party

iii. the nature of the other person's interest in the matter

iv. the value of the gift or loan and the date the gift or loan was made.

4.4 After a councillor has declared a conflict of interest, the councillor should consider leaving the meeting while the matter is discussed unless they have reasons why their participation would improve making the decision in the public interest.

4.5 If the councillor chooses not to leave the meeting, the councillor may advise the other councillors of their reasons for seeking permission to participate in making the decision.

4.6 The other councillors at the meeting must then decide, by resolution, whether the councillor can participate in the decision making in relation to the matter, including voting on the matter, or whether they should not participate in the decision and leave the place of the meeting while the matter is decided by the non-conflicted councillors. The non-conflicted councillors may impose conditions on the councillor under a decision to either participate or leave the meeting e.g. may stay for the debate but must leave for the vote. The councillor must comply with any decision or condition imposed by the non-conflicted councillors

4.7 In deciding on whether a councillor may participate in a decision about a matter in which the councillor has a declarable conflict of interest, only councillors who do not themselves have a prescribed or declarable conflict of interest in the matter are eligible to participate in the decision making. The decision may be made even if the number of those councillors is less than a majority or less than a quorum for the meeting consistent with section 150ET of the LGA and section 177Q of COBA.

4.8 The councillor who is the subject of the decision may remain in the meeting while the debate is occurring and can participate by answering questions from the chairperson to assist the other councillors in making their decision. The subject councillor must not vote or otherwise participate in making the decision but may remain in the meeting while the vote on the matter takes place and the decision is declared by the chairperson, on whether the councillor may remain in the meeting and participate in deciding the matter in which the councillor has a declarable conflict of interest.

4.9 When deciding whether a councillor may participate in the decision making on a matter in which they have a declarable conflict of interest, the other councillors should consider the circumstances of the matter including, but not limited to:

4.9.1 how does the inclusion of the councillor in the deliberation affect the public trust

4.9.2 how close or remote is the councillor's relationship to the related party

4.9.3 if the declarable conflict of interest relates to a gift or other benefit, how long ago was the gift or benefit received

4.9.4 will the benefit or detriment the subject councillor or their related party stands to receive from the decision have major or minor impact on them

4.9.5 how does the benefit or detriment the subject councillor stands to receive compare to others in the community

4.9.6 how does this compare with similar matters that council has decided and have other councillors with the same or similar interests decided to leave the meeting

4.9.7 whether the subject councillor has unique skills, knowledge or expertise that might help make the best decision in the public interest.

4.10 If the non-conflicted councillors cannot decide about the declarable conflict of interest of a councillor, they are taken to have decided that the councillor must leave and stay away from the meeting while the non-conflicted councillors discuss and vote on the matter.

4.11 A decision about a councillor who has a declarable conflict of interest in a matter applies in relation to the councillor for participating in the decision, and subsequent decisions, about the same matter unless there is a change to the councillor's personal interests and/or the nature of the matter being discussed. If the non-conflicted councillors decide that the councillor can act in the public interest on the matter, then the councillor may participate in the meeting and be involved in processes occurring outside of a council meeting about the same matter e.g. briefing sessions or workshops.

4.12 In making the decision under 4.6 and 4.9, it is irrelevant how the subject councillor intended to vote on the issue or any other issue (if known or suspected).

4.13 A councillor does not contravene the above procedures if the councillor participates in a decision under written approval from the Minister.

## 5. Reporting a suspected conflict of interest

5.1 If a councillor at a meeting reasonably believes or suspects that another councillor has a personal interest in a matter that may be a prescribed or declarable conflict of interest, and that councillor is participating in a decision on that matter, the councillor must immediately inform the chairperson of the meeting of their belief or suspicion, and the facts and circumstances that led to their belief or suspicion.

5.2 The chairperson should ask the relevant councillor with the suspected personal interest whether they have any prescribed or declarable conflict of interest in the matter. If the councillor agrees they have a conflict of interest, the councillor must follow the relevant procedures above.

5.3 If the councillor believes they do not have a conflict of interest, they must inform the meeting of that belief and their reasons for that belief.

5.4 The non-conflicted councillors must then decide whether the councillor has a prescribed conflict of interest, a declarable conflict of interest or that the councillor does not have a prescribed or declarable conflict of interest in the matter. If the meeting decides the councillor has a conflict of interest, the councillor must follow the relevant procedures above.

5.5 If the councillors cannot reach a majority decision then they are taken to have determined that the councillor has a declarable conflict of interest.

## 6. Loss of quorum

6.1 In the event where one or more councillors leave a meeting due to a prescribed or declarable conflict of interest in a matter that results in a loss of a quorum for deciding the matter, the council must resolve to:

- delegate the consideration and decision on the matter, pursuant to section 257 of the LGA or section 238 of the COBA; or
- defer the matter to a later meeting
- not to decide the matter and take no further action in relation to the matter.

All councillors including the conflicted councillors, may participate in deciding to delegate or defer a matter.

6.2 The council must not delegate a decision to an entity if the entity, or a majority being at least half of its members, has a prescribed or declarable conflict of interest in the matter.

6.3 If the matter cannot be delegated under an Act, the council should seek ministerial approval for the councillors to be able to consider and vote on the matter, subject to any conditions the Minister for Local Government may impose.

## 7. Recording prescribed and declarable conflicts of interest

When a councillor informs a meeting that they or another councillor have a prescribed or declarable conflict of interest in a matter, the minutes of the meeting must record all of the relevant details of how the conflict of interest was dealt with, being:

- the name of any councillor and any other councillor who may have a prescribed or declarable conflict of interest
- the particulars of the prescribed or declarable conflict of interest provided by the councillor

- the actions taken by a councillor after informing the meeting that they have, or they reasonably suspect another councillor has a prescribed or declarable conflict of interest
- any decision then made by the eligible councillors
- whether the councillor with a prescribed or declarable conflict of interest participated in or was present for the decision under ministerial approval
- the council's decision on what actions the councillor with a declarable conflict of interest must take and the reasons for the decision
- the name of each councillor who voted on the matter and how each voted
- If the councillor has a declarable conflict of interest the following additional information must be recorded in the minutes of the meeting when the meeting is informed of a councillor's personal interest by someone other than the councillor, the name of each councillor who voted in relation to whether the councillor has a declarable conflict of interest, and how each of the councillors voted
- where a decision has been made under section 4.6 above – the minutes must include the decision and reasons for the decision, and the name of each eligible councillor who voted and how each eligible councillor voted.

## 8. Closed meetings

Council meetings, standing and advisory committee meetings may resolve that a meeting be closed to the public if its councillors consider it necessary to discuss any of the following matters:

- appointment, dismissal or discipline of the CEO or, in the case of Brisbane City Council only, for senior executive employees
- industrial matters affecting employees
- the council's budget
- rating concessions
- legal advice obtained by the council, including legal proceedings that may be taken by or against the council
- matters that may directly affect the health and safety of an individual or a group of individuals
- negotiations relating to a commercial matter involving the council for which a public discussion could prejudice the interests of the council
- negotiations relating to the taking of land by the council under the *Acquisition of Land Act 1967*
- a matter that the council is required to keep confidential under a law of, or a formal agreement with, the Commonwealth or state.

A council meeting, standing and advisory committee meeting cannot resolve that a meeting be closed where the meeting is informed of a councillor's personal interest in the matter by another person and the eligible councillors at the meeting must decide whether the councillor has a declarable conflict of interest in the matter.

Further, the meeting must not be closed if a quorum is lost due to the number of conflicted councillors who leave the meeting and the council must;

- delegate the matter
- decide by resolution to defer to a later meeting
- decide by resolution to take no further action on the matter.

None of the above will be considered, discussed, voted on or made during a closed session.

If a closed session includes attendance by teleconference, the councillor/s attending by teleconference must maintain confidentiality by ensuring no other person can hear their conversation while in the closed meeting.

To take a matter into a closed session the council must abide by the following:

8.1 Pass a resolution to close the meeting.

8.2 The resolution must state the matter to be discussed, an overview of what is to be discussed and why the meeting should be closed while the matter is considered.

8.3 If the matter is known in advance, the agenda should clearly identify that the matter will be considered in closed session, and an explanation of why it is deemed necessary to take the issue into closed session must be stated.

8.4 Not make a resolution while in a closed meeting (other than a procedural resolution).

## 9. Teleconferencing meetings

9.1 If a councillor wishes to be absent from a council meeting place during a meeting, the councillor must apply to the chairperson to participate by teleconference, at least three business days prior to the meeting or as soon as practicable once the councillor becomes aware of their intended absence. The chairperson may allow a councillor to participate in a council meeting, standing or advisory committee meeting by teleconference.

9.2 A councillor taking part by teleconference is taken to be present at the meeting if the councillor was simultaneously in audio contact with each other person at the meeting. The attendance of the councillor must be recorded in the minutes as present at the meeting.

**Note:** Teleconferencing includes the use of a telephone, video conferencing equipment or other means of instant communication that allows a person to take part in a discussion as it happens.

9.3 In order for councils to manage the safety rules during the COVID-19 pandemic, changes have been added to the LGR and the COBR that will expire in June 2021.

These provisions allow the council:

- the option to conduct the entire council meeting via phone, teleconference or video conference
- where possible, that they must provide streaming or other facilities so that the public can observe or hear the meeting as it is happening, at one of the council's public offices or on the council's website
- chairperson the option to close the meeting on health and safety grounds to protect participants or observers from risk of exposure to COVID-19.

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*Adopted by Maranoa Regional Council at the Ordinary Meeting on 22 April 2020 Resolution No. OM/04.2020/05*

# Standing Orders for Council Meetings including Standing Committees 'Best Practice Guide'

## Maranoa Regional Council

**Intent:** To provide written rules for the orderly conduct of Council Meetings and to assist Local Governments, the Department of Local Government, Racing and Multicultural Affairs (the Department) has provided best practice standing orders that Councils can choose to adopt.

## Standing Orders

1.1 These Standing Orders apply to all meetings of Council and any standing Committees.

1.2 Any provision of these Standing Orders may be suspended by resolution of any meeting of Council. A separate resolution is required for any such suspension and must specify the application and duration of each suspension.

1.3 Where at a Council meeting a matter arises which is not provided for in these Standing Orders, such matters shall be determined by resolution of Council upon a motion which may be put without notice but otherwise in conformity with these Standing Orders.

## Procedures for Meetings of Council

### Presiding Officer

2.1 The Mayor will preside at a meeting of Council.

2.2 If the Mayor is absent or unavailable to preside, the Deputy Mayor will preside.

2.3 If both the Mayor and the Deputy Mayor, or the Mayors' delegate, are absent or unavailable to preside, a Councillor chosen by the Councillors present at the meeting will preside at the meeting.

2.4 Council will choose the Chairperson for a Committee meeting. This Chairperson will normally preside over meetings of the Committee.

2.5 If the Chairperson of a Committee is absent or unavailable to preside, a Councillor chosen by the Councillors present will preside over the Committee meeting.

### Order of Business

3.1 Before proceeding with the business of the meeting, the person presiding at the meeting shall undertake the acknowledgement and/or greetings deemed appropriate by the Council.

3.2 The order of business shall be determined by resolution of Council from time to time. The order of business may be altered for a particular meeting where the Councillors at that meeting pass a motion to that effect. A motion to alter the order of business may be moved



without notice.

3.3 Unless otherwise altered, the order of business shall be as follows:
- attendances
- apologies and granting of leaves of absence
- confirmation of Minutes
- Officers Reports.

3.4 The minutes of a preceding meeting whether an ordinary or a special meeting, not previously confirmed shall be taken into consideration, at every ordinary meeting of Council, in order that such minutes may be confirmed and no discussion shall be permitted with respect to such minutes except with respect to their accuracy as a record of the proceedings.

## Agendas

4.1 The Agenda may contain:
- Notice of meeting
- Minutes of the previous meetings
- Business arising out of previous meetings
- Business which the Mayor wishes to have considered at that meeting without notice
- Matters of which notice has been given
- Committees' reports to Council referred to the meeting by the CEO
- Officers' reports to Council referred to the meeting by the CEO
- Deputations and delegations
- Any other business Council determines by resolution be included in the agenda paper.

4.2 Business not on the Agenda or not fairly arising from the Agenda shall not be considered at any Meeting unless permission for that purpose is given by Council at such meeting. Business must be in accordance with the adopted Terms of Reference for each Committee.

## Petitions

5.1 Any petition presented to a meeting of Council shall:
- be in legible writing or typewritten and contain a minimum of ten (10) signatures
- include the name and contact details of the Principal Petitioner (i.e., one person who is the organiser and who will act as the key contact for the issue)
- include the postcode of all petitioners, and
- have the details of the specific request/matter appear on each page of the petition.

5.2 Where a Councillor presents a petition to a meeting of Council no debate on or in relation to it shall be allowed and the only motion which may be moved is that the petition be received; or received and referred to a committee or officer for consideration and a report to Council; or not be received because it is deemed invalid.

5.3 Council will respond to the Principal Petitioner in relation to all petitions deemed valid.

## Deputations

6.1 A deputation wishing to attend and address a meeting of Council shall apply in writing to the CEO not less than seven (7) business days before the meeting.

6.2 The CEO, on receiving an application for a deputation shall notify the Chairperson who shall determine whether the deputation may be heard. The CEO shall inform the deputation of the



determination in writing. Where it has been determined the deputation will be heard, a convenient time shall be arranged for that purpose, and an appropriate time period allowed.

6.3 For deputations comprising three or more persons, only three persons shall be at liberty to address Council unless the Councillors at the meeting determine otherwise by resolution. A deputation shall be given adequate opportunity to explain the purpose of the deputation.

6.4 If a member of the deputation other than the appointed speakers interjects or attempts to address the Council, the Chairperson may finalise the deputation.

6.5 The Chairperson may terminate an address by a person in a deputation at any time where:
- the Chairperson is satisfied that the purpose of the deputation has been sufficiently explained to the Councillors at the meeting
- the time period allowed for a deputation has expired, or
- the person uses insulting or offensive language or is derogatory towards Councillors or staff members.

6.6 The CEO is responsible for the deputation including that the appointed speaker/s are notified in writing of developments or future actions as appropriate.

# Motions

## Motion to be moved

7.1 A Councillor is required to 'move' a motion and then another Councillor is required to 'second' the motion.

7.2 When a motion has been moved and seconded, it shall become subject to the control of Council and shall not be withdrawn without the consent of Council.

7.3 Other Councillors can propose amendments to the motion which must be voted on before voting on the final motion.

7.4 A motion brought before a meeting of Council in accordance with the *Local Government Act 2009* or these Standing Orders shall be received and put to the meeting by the Chairperson. The Chairperson may require a motion or amendment to a motion to be stated in full or be in writing before permitting it to be received.

7.5 The Chairperson may call the notices of motion in the order in which they appear on the agenda, and where no objection is taken to a motion being taken as a formal motion, the Chairperson may put the motion to the vote without discussion.

## Absence of Mover of Motion

8.1 Where a Councillor who has given notice of a motion is absent from the meeting of Council at which the motion is to be considered, the motion may be:
- moved by another Councillor at the meeting, or
- deferred to the next meeting.

## Motion to be seconded

9.1 A motion or an amendment to a motion shall not be debated at a meeting of Council unless or until the motion or the amendment is seconded, with the exception of Procedural Motions.

## Amendment of Motion

10.1 An amendment to a motion shall be in terms which maintain or further clarify the intent of the original motion and do not contradict the motion.

10.2 Not more than one motion or one proposed amendment to a motion may be put before a meeting of Council at any one time.

10.3 Where an amendment to a motion is before a meeting of Council, no other amendment to the motion shall be considered until after the first amendment has been put.

10.4 Where a motion is amended by another motion, the original motion shall not be put as a subsequent motion to amend that other motion.

## Speaking to motions and amendments

11.1 The mover of a motion or amendment shall read it and shall state that it is so moved but shall not speak to it until it is seconded.

11.2 The Chairperson will manage the debate by allowing the Councillor who proposed the motion the option of speaking first on the motion. The Chairperson will then call on any other Councillor who wishes to speak against the motion and then alternatively for and against the motion as available, until all Councillors who wish to speak have had the opportunity.

11.3 A Councillor may make a request to the Chairperson for further information before or after the motion or amendment is seconded.

11.4 A motion or amendment may be withdrawn by the mover thereof with the consent of Council, which shall be signified without debate, and a Councillor shall not speak upon such motion or amendment thereof after the mover has been granted permission by Council for its withdrawal.

11.5 The mover of a motion or amendment shall have the right to reply. Each Councillor shall speak no more than once to the same motion or same amendment except as a right of reply.

11.6 Each speaker shall be restricted to not more than five (5) minutes unless the Chairperson rules otherwise.

11.7 Where two or more Councillors indicate they may wish to speak at the same time, the Chairperson shall determine who is entitled to priority.

11.8 In accordance with Section 273 of the Local Government Regulation 2012, if a decision made at a meeting is inconsistent with a recommendation or advice given to Council by an advisor of the Council, the minutes of the meeting must include a statement of the reasons for not adopting the recommendation or advice.

## Method of taking vote

12.1 The Chairperson will call for all Councillors in favour of the motion to indicate their support. The Chairperson will then call for all Councillors against the motion to indicate their objection. A Councillor may call for a 'division' to ensure their objection to the motion is recorded in the minutes. If a division is taken, the minute secretary shall record the names of Councillors voting in the affirmative and of those voting in the negative. The Chairperson shall declare the result of a vote or a division as soon as it has been determined.

12.2 Councillors have the right to request that their names and how they voted be recorded in the minutes if they so request, for voting other than by Division.

12.3 Except upon a motion to repeal or amend it, the resolution shall not be discussed after the vote has been declared.

12.4 If a report contains distinct recommendations, the decision of Council may be taken separately on each recommendation.

## Repealing or amending resolutions

13.1 A resolution of Council may not be amended or repealed unless notice of motion is given in accordance with the requirements of the *Local Government Act 2009* or the Local Government Regulation 2012.

13.2 Councillors present at the meeting at which a motion to repeal or amend a resolution is put, may defer consideration of that motion. Such deferral shall not be longer than three (3) months.

## Procedural motions

14.1 A Councillor at a meeting of Council may, during the debate of a matter at the meeting, move, as a procedural motion, without the need for a seconder the following motions:

- that the question/motion be now put
- that the motion or amendment now before the meeting be adjourned
- that the meeting proceed to the next item of business
- that the question lie on the table
- a point of order
- a motion of dissent against the Chairpersons decision
- that this report/document be tabled
- to suspend the rule requiring that (insert requirement)
- that the meeting stand adjourned.

14.2 A procedural motion, that the question be put, may be moved and where such a procedural motion is carried, the Chairperson shall immediately put the question to the motion or amendment to that motion under consideration. Where such procedural motion is lost, debate on the motion or amendment to that motion shall continue.

14.3 The procedural motion, that the motion or amendment now before the meeting be adjourned, may specify a time or date, to which the debate shall be adjourned. Where no date or time is specified:

- a further motion may be moved to specify such a time or date, or
- the matter about which the debate is to be adjourned, shall be included in the business paper for the next meeting.



14.4 Where a procedural motion, that the meeting proceed to the next item is carried, debate on the matter that is the subject of the motion shall cease and may be considered again by Council on the giving of notice in accordance with the Standing Orders.

14.5 A procedural motion, that the question lie on the table, shall only be moved where the Chairperson or a Councillor requires additional information on the matter before the meeting (or the result of some other action of Council or person is required) before the matter may be concluded at the meeting. Where such a procedural motion is passed, the Council shall proceed with the next matter on the business paper. The motion, that the matter be taken from the table, may be moved at the meeting at which the procedural motion was carried or at any later meeting.

14.6 Any Councillor may ask the Chairperson to decide on a 'point of order' where it is believed that another Councillor:

- has failed to comply with proper procedures
- is in contravention of the Local Government Act/Regulations, or
- is beyond the jurisdiction power of Council.

Points of order cannot be used as a means of contradicting a statement made by the Councillor speaking. Where a 'point of order' is moved, consideration of the matter to which the motion was moved shall be suspended pursuant to clause 10.2. The Chairperson shall determine whether the point of order is upheld.

Upon the question of order suddenly arising during the process of a debate, a Councillor may raise a point of order, and thereupon the Councillor against whom the point of order is raised, shall immediately cease speaking. Notwithstanding anything contained in these standing orders to the contrary, all questions or points of order at any time arising shall, until decided, suspend the consideration and decision of every other question.

14.7 A Councillor may move 'a motion of dissent' in relation to a ruling of the Chairperson on a point of order. Where such motion is moved, further consideration of any matter shall be suspended until after a ruling is made. Where a motion of dissent is carried, the matter to which the ruling of the Chairperson was made shall proceed as though that ruling had not been made. Where as a result of that ruling the matter was discharged as out of order, it shall be restored to the business paper and be dealt with in the normal course of business.

14.8 The motion, 'that this report/document be tabled', may be used by a Councillor to introduce a report or other document to the meeting, only if the report or other document is not otherwise protected under confidentiality or information privacy laws. On tabling the document, it ceases to be a confidential document and is available for public scrutiny.

14.9 A procedural motion, "to suspend the rule requiring that ….", may be made by any Councillor in order to permit some action that otherwise would be prevented by a procedural rule. A motion to suspend a rule shall specify the duration of such a suspension.

14.10 A procedural motion, that the meeting stands adjourned, may be moved by a Councillor at the conclusion of debate on any matter on the business paper or at the conclusion of a Councillor's time for speaking to the matter, and shall be put without debate. Such a procedural motion will specify a time for the resumption of the meeting and on resumption of the meeting the Council shall continue with the business before the meeting at the point where it was discontinued on the adjournment.

## Conduct during Meetings

15.1 Councillors will conduct themselves in accordance with the principles of the *Local Government Act 2009* and the standards of behavior set out in the Code of Conduct. The Chairperson may observe or be made aware of instances of possible unsuitable meeting conduct.

15.2 After a meeting of Council has been formally constituted and the business commenced, a Councillor shall not enter or leave from such meeting without first notifying the Chairperson.

15.3 Councillors shall speak of each other during the Council meeting by their respective titles, "Mayor" or "Councillor", and in speaking of or addressing officers shall designate them by their respective official or departmental title and shall confine their remarks to the matter then under consideration.

15.4 No Councillor who is speaking shall be interrupted except upon a point of order being raised either by the Chairperson or by a Councillor.

15.5 When the Chairperson speaks during the process of a debate, the Councillor then speaking or offering to speak shall immediately cease speaking, and each Councillor present shall preserve strict silence so that the Chairperson may be heard without interruption.

## Questions

16.1 A Councillor may at a Council meeting ask a question for reply by another Councillor or an officer regarding any matter under consideration at the meeting. A question shall be asked categorically and without argument and no discussion shall be permitted at the meeting of Council in relation to a reply or a refusal to reply to the question. A Councillor or officer to whom a question is asked without notice may request that the question be taken on notice for the next Meeting.

16.2 A Councillor who asks a question at a meeting, whether or not upon notice, shall be deemed not to have spoken to the debate of the motion to which the question relates.

16.3 The Chairperson may disallow a question which is considered inconsistent with an acceptable request or good order, provided that a Councillor may move a motion that the Chairperson's ruling be disagreed with, and if such motion be carried the Chairperson shall allow such question.

# Maintenance of Good Order

## Disorder

17.1 The Chairperson may adjourn the meeting of Council, where disorder arises at a meeting other than by a Councillor. On resumption of the meeting, the Chairperson shall move a motion, which shall be put without debate, to determine whether the meeting shall proceed. Where such a motion is lost, the Chairperson shall declare the meeting closed, and any outstanding matters referred to a future meeting.

# Attendance and Non-Attendance

## Attendance of public and the media at meeting

18.1 An area shall be made available at the place where any meeting of Council is to take place for members of the public and representatives of the media to attend the meeting and as many members of the public as reasonably can be accommodated in that area shall be permitted to attend the meeting.

18.2 When the Council is sitting in Closed Session, the public and representatives of the media shall be excluded.

18.3 The resolution that Council proceed into Closed Session must specify the nature of the matters to be considered and these matters must be in accordance with Section 275 Local Government Regulation 2012. The Chairperson may direct any persons improperly present to withdraw immediately. Council must not make a resolution (other than a procedural resolution) in a closed session. Council must resolve to move out of closed session so that a resolution can be passed on the matters considered in Closed Session.

## Public participation at meetings

19.1 A member of the public may take part in the proceeding of a meeting only when invited to do so by the Chairperson.

19.2 In each Meeting, time may be required to permit members of the public to address the Council on matters of public interest related to local government. The time allotted shall not exceed fifteen minutes and no more than three speakers shall be permitted to speak at any one meeting. The right of any individual to address the Council during this period shall be at the absolute discretion of Council.

19.3 If any address or comment is irrelevant, offensive, or unduly long, the Chairperson may require the person to cease making the submission or comment.

19.4 For any matter arising from such an address, Council may take the following actions:
- refer the matter to a committee
- deal with the matter immediately
- place the matter on notice for discussion at a future meeting
- note the matter and take no further action.

19.5 Any person addressing the Council shall stand and act and speak with decorum and frame any remarks in respectful and courteous language.

19.6 Any person who is considered by the Council or the Mayor to be unsuitably dressed may be directed by the Mayor or Chairperson to immediately withdraw from the meeting. Failure to comply with such a request may be considered an act of disorder.



## Version Control

This policy is to remain in force until otherwise determined by Council.

| Release Notice | | | |
|---|---|---|---|
| **Version Number** | **Date of issue** | **Amendment details** | **Responsible officer** |
| 1 | 08/11/2020 | Procedure drafted (provided to Maranoa Regional Council by the Department of Local Government, Racing & Multicultural Affairs) | N/a |
| 2 | 22/04/2020 Resolution No. OM/04.2020/05 | Procedure adopted | Chief Executive Officer |
| | __/__/__ | Due date for revision | |

Department of Local Government, Racing and Multicultural Affairs



*Adopted by Maranoa Regional Council*
*at the Ordinary Meeting on 22 April 2020*
*Resolution No. OM/04.2020/05*

# Model Meeting Procedures

**October 2018**

Working towards White Ribbon accreditation

Queensland Government

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## Purpose of the Meeting Procedures

The purpose of the Model Meeting Procedures is to set out certain procedures to ensure the Local Government principles are reflected in the conduct of Local Government meetings and Local Government committee meetings.

It is not intended that the Model Meeting Procedures would deal with all aspects of meeting conduct but only those required to strengthen public confidence in Local Government to deal with the conduct of Councillors in meetings.

## Background

In particular, as required under section 150F of the *Local Government Act 2009* (LGA) this document sets out:

- the process for how a Chairperson of a Local Government meeting may deal with instances of unsuitable meeting conduct by Councillors.
- the process for how suspected inappropriate conduct of a Councillor referred to the local government by the Independent Assessor (the Assessor) is to be dealt with at a Local Government meeting.

## Application

A Local Government must either adopt the Model Meeting Procedures or prepare and adopt other procedures for the conduct of its meetings and meetings of its committees that are consistent with the Model Meeting Procedures.

If a Local Government chooses to continue using existing standing orders, the Council must review the existing standing orders to ensure that they are consistent with the requirements of the Model Meeting Procedures. To assist Local Governments, the Department of Local Government, Racing and Multicultural Affairs (the Department) has published best practice standing orders that Councils can choose to adopt[1].

A Local Government must conduct its meetings in a manner that is consistent with either the Model Meeting Procedures or its own procedures.

[1] Section 150G of the LGA

# Processes

## 1. Process for dealing with unsuitable meeting conduct by a Councillor in a meeting

When dealing with an instance of unsuitable conduct by a Councillor in a meeting, the following procedures must be followed:

1.1 The Chairperson must decide whether or not unsuitable meeting conduct has been displayed by a Councillor.

1.2 If the Chairperson decides the unsuitable meeting conduct has occurred, the Chairperson must consider the severity of the conduct and whether the Councillor has had any previous warnings for unsuitable meeting conduct issued. If the Chairperson decides the conduct is of a serious nature, refer to 1.7 for the steps to be taken.

1.3 If the Chairperson decides unsuitable meeting conduct has occurred but is of a less serious nature, the Chairperson may request the Councillor take remedial actions such as:

1.3.1 Ceasing the unsuitable meeting conduct and refraining from exhibiting the conduct

1.3.2 Apologising for their conduct

1.3.3 Withdrawing their comments.

1.4 If the Councillor complies with the Chairperson's request for remedial action, no further action is required.

1.5 If the Councillor fails to comply with the Chairperson's request for remedial action, the Chairperson may warn the Councillor that failing to comply with the request may result in an order being issued.

1.6 If the Councillor complies with the Chairperson's warning and request for remedial action, no further action is required.

1.7 If the Councillor still continues to fail to comply with the Chairperson's request for remedial actions, the Chairperson may make one or more of the orders below:

1.7.1 an order reprimanding the Councillor for the conduct

1.7.2 an order requiring the Councillor to leave the meeting, including any area set aside for the public and stay out for the duration of the meeting.[2]

1.8 If the Councillor fails to comply with an order to leave and stay away from the meeting, the Chairperson can issue an order that the Councillor be removed from the meeting by an appropriate officer. The meeting must be adjourned whilst the Councillor is being removed.[3]

1.9 Following the completion of the meeting, the Chairperson must ensure:

1.9.1 details of any order issued is recorded in the minutes of the meeting[4]

1.9.2 if it is the third (3rd) or more order within a 12-month period made against a Councillor or the Councillor has refused to leave following an order issued to leave the meeting,

[2] Section 150I(2) of the LGA.
[3] Section 150I(2)(c) of the LGA.
[4] Section 150I(3) of the LGA.



these matters are to be dealt with at the next meeting of the Local Government and treated as inappropriate conduct pursuant to the LGA[5]

1.9.3 the Local Government's Chief Executive Officer is advised to ensure details of any order made must be updated in the Local Governments Councillor Conduct Register pursuant to the LGA.

Any Councillor aggrieved with an order issued by the Chairperson can move a motion of dissent for parts 1.1, 1.7 and 1.8 above.

## 2. Meeting process for dealing with suspected Inappropriate Conduct which has been referred to a Local Government

Pursuant to section 150AF of the LGA, after receiving a referral by the Independent Assessor or under paragraph 1.9.2 of this document of an instance of suspected inappropriate conduct, the Local Government must complete an investigation into the alleged conduct.

After the completion of the investigation, the Local Government must decide whether the Councillor has engaged in inappropriate conduct in a Council meeting, unless it has delegated responsibility for this decision under section 257 of the LGA.

When dealing with an instance of suspected inappropriate conduct which has been referred to a Local Government by the Independent Assessor, the Local Government must:

2.1 Be consistent with the Local Government principle of transparent and accountable decision making in the public interest, by dealing with suspected inappropriate conduct in an open meeting of the Council. Where the complainant or other parties may be adversely affected due to the nature of the complaint, the Council may resolve to go into closed session under section 275 of the *Local Government Regulation 2012* (the LGR).

2.2 When deliberating on the issue the subject Councillor must leave the place where the meeting is being held, including any area set aside for the public. Should the complainant be a Councillor, that Councillor must inform the meeting of a personal interest and follow the conflict of interest procedures in Section 4.

2.3 The Local Government should then debate the issue and decide whether the accused Councillor engaged in inappropriate conduct.

2.4 If the Local Government decides that the subject Councillor has engaged in inappropriate conduct, the Local Government is then required to decide what penalty or penalties from the following orders, if any, to impose on the subject Councillor:

2.4.1 an order that the Councillor make a public admission that the Councillor has engaged in inappropriate conduct

2.4.2 an order reprimanding the Councillor for the conduct

2.4.3 an order that the Councillor attend training or counselling to address the Councillor's conduct, including at the Councillor's expense

2.4.4 an order that the Councillor be excluded from a stated Local Government meeting

2.4.5 an order that the Councillor is removed, or must resign, from a position representing

[5] Section 150J of the LGA.



the Local Government, other than the office of Councillor, for example, the Councillor is ordered to resign from an appointment representing the Local Government on a State board or committee

2.4.6 an order that if the Councillor engages in the same type of conduct again, it will be treated as misconduct

2.4.7 an order that the Councillor reimburse the Local Government for all or some of the costs arising from the Councillor's inappropriate conduct.

2.5 When making an order, the Local Government can take into consideration any previous inappropriate conduct of the Councillor, and any allegation made in the investigation that was admitted, or not challenged and that the Local Government is reasonably satisfied is true.

2.6 The subject Councillor and where relevant the complainant Councillor, must be invited back into the place where the meeting is being held once a decision has been made.

2.7 The Local Government must ensure the meeting minutes reflect the resolution made.

## 3. Material Personal Interest

Councillors are ultimately responsible for informing of a material personal interest on matters to be discussed at a Council or committee meeting. When dealing with a material personal interest, Councillors must abide by the following procedures:

3.1 A Councillor with a material personal interest must inform the meeting of the Local Government of their material personal interest and set out the nature of the interest, including:

3.1.1 The name of the person or other entity who stands to gain a benefit, or suffer a loss, depending on the outcome of the consideration of the matter at the meeting

3.1.2 How a person or other entity stands to gain the benefit or suffer the loss

3.1.3 If the person or other entity who stands to gain the benefit or suffer the loss is not the Councillor – the nature of the Councillor's relationship to the person or entity.

3.2 The Councillor must then leave the place of the meeting and stay away while the matter is being discussed and voted on unless the subject Councillor has Ministerial approval to participate in the matter. The Councillor must not influence or attempt to influence the remaining Councillors to vote on the matter in a particular way.

3.3 Once the Councillor has left the area where the meeting is being conducted, the Local Government can continue discussing and deciding on the matter at hand.

3.4 If a Councillor at a meeting reasonably believes, or reasonably suspects that another Councillor has a material personal interest in a matter to be discussed at the meeting and has not informed the meeting about the interest, the Councillor must advise the Chairperson of the meeting, as soon as practicable, about their belief or suspicion, and the facts and circumstances that form the basis of the belief or suspicion.

3.5 The Chairperson then should ask the Councillor with the suspected material personal interest whether they do in fact have a material personal interest. If that is the case, the Councillor must follow the above procedures from item 3.1.

3.6 In the event the majority of Councillors inform a meeting of a material personal interest regarding a matter:



3.6.1 the Local Government must resolve to delegate the consideration and decision on the matter, pursuant to section 257 of the LGA; or

3.6.2 if the matter cannot be delegated under section 257 of the LGA, the Local Government should seek Ministerial approval for the Councillors to be able to consider and vote on the matter, subject to any conditions the Minister for Local Government may impose.

3.7 Where a Councillor informs a meeting of a material personal interest in a matter, the Chairperson must ensure the minutes of the meeting (to be posted on the Council's website) record:

3.7.1 The name of the Councillor who has a material personal interest in the matter

3.7.2 The material personal interest, including the particulars mentioned by the Councillor regarding the material personal interest

3.7.3 Whether the Councillor participated in the meeting, or was present during the meeting, under an approval granted by the Minister for Local Government.

## 4. Conflict of Interest

Councillors are ultimately responsible for informing of any personal interest where they have a real or perceived conflict of interest on matters to be discussed at Council or committee meetings (other than ordinary business matters). When dealing with a conflict of interest, Councillors must abide by the following procedures:

4.1 A Councillor with a real or perceived conflict of interest must inform the meeting of the Local Government of their personal interest and set out the nature of the interest, including:

4.1.1 The nature of the interest

4.1.2 If the Councillor's personal interest arises because of the Councillor's relationship with, or receipt of a gift or benefit from, another person:

4.1.2.i the name of the other person

4.1.2.ii the nature of the relationship or value and date of receipt of the gift or benefit received, and

4.1.2.iii the nature of the other person's interests in the matter.

4.2 The subject Councillor may themselves elect to leave the meeting while the matter is being discussed and voted on due to a perceived conflict of interest or conflict of interest. If the Councillor does not leave the meeting, they may advise the other Councillors why they believe they are able to act in the public interest while remaining in the meeting. This could include prior advice from the Integrity Commissioner on the personal interest.

4.3 The other Councillors entitled to vote at the meeting must then decide whether the subject Councillor has a conflict of interest (including a perceived conflict of interest) in the matter due to their personal interest. A Councillor who has declared a personal interest in relation to a matter, must not vote under section 175E(4) as to whether another Councillor may stay in the meeting.

4.4 If the other Councillors decide there is no conflict of interest or a perceived conflict of interest, the subject Councillor may remain in the meeting and the meeting may continue.

4.5 If the other Councillors decide there is a conflict of interest they must then decide whether



the subject Councillor must leave the meeting while the matter is being discussed and voted on or can participate in the meeting in relation to the matter including voting on the matter. If the Councillor must leave the place of the meeting the Councillor must not influence or attempt to influence the remaining Councillors to vote on the matter in a particular way

4.6 When deciding whether a Councillor may stay in a meeting and vote following the decision of a conflict of interest, the other Councillors must consider significant variables including, but not limited to:

4.6.1 The size or significance of the benefit the subject Councillor stands to receive or benefit

4.6.2 The benefit the subject Councillor stands to receive versus the benefit the community stands to receive from the potential decision

4.6.3 The closeness of any relationship the subject Councillor may have with a given person or group.

4.7 In making the decision under 4.6, it is irrelevant how the subject Councillor intended to vote on the issue or any other issue (if known or suspected).

4.8 If a Councillor at a meeting reasonably believes, or reasonably suspects that another Councillor has a real or perceived conflict of interest in a matter to be discussed at the meeting and has not informed the meeting about the interest, the Councillor must advise the Chairperson of the meeting, as soon as practicable, about their belief or suspicion, and the facts and circumstances that form the basis of the belief or suspicion.

4.9 The Chairperson then should ask the Councillor with the suspected conflict of interest to inform the meeting of any personal interest they have in the matter and follow the above procedures from item 4.1.

4.10 In the event the majority of Councillors inform of a personal interest in a matter:

4.10.1 the Local Government must resolve to delegate the consideration and decision on the matter, pursuant to section 257 of the LGA, or

4.10.2 if the matter cannot be delegated under the section 257 of the LGA, the Local Government should seek Ministerial approval for the Councillors to be able to consider and vote on the matter, subject to any conditions the Minister for Local Government may impose.

4.11 Where a Councillor informs a meeting of a personal interest in a matter, the Chairperson must ensure the minutes of the meeting (to be posted on the Council's website) record:

4.11.1 The name of the Councillor who has declared the conflict of interest

4.11.2 The nature of the personal interest, as described by the Councillor

4.11.3 The decisions made under 4.3 and 4.5 above

4.11.4 Whether the Councillor participated in the meeting under an approval by the Minister

4.11.5 If the Councillor voted on the matter, how they voted

4.11.6 How the majority of Councillors voted on the matter.

## 5. Closed Meetings

Local Government and standing committees may resolve that a meeting be closed to the public if its Councillors or members consider it necessary to discuss any of the following matters:

- Appointment, dismissal or discipline of employees
- Industrial matters affecting employees
- Local Government's budget
- Rating concessions or contracts proposed to be made by the Local Government or starting or defending legal proceedings involving the Local Government
- Any action to be taken by the Local Government under the *Planning Act 2016* (PA), including applications made to it under the PA
- 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.

A Local Government or committee must not make a resolution (other than procedural) in a closed session meeting. If a closed session includes attendance by teleconference, the Councillor/s attending by teleconference must maintain confidentiality by ensuring no other person can hear their conversation.

5.1 To take an issue into a closed session, the Local Government must first pass a resolution to do so.

5.2 In the interests of accountability and transparency, the Local Government must specify the nature of the matter to be discussed and the reasoning of the Councillors for going into closed session.

5.3 If the matter is known in advance, the agenda should clearly identify that the matter will be considered in closed session and name the topic to be discussed and a brief explanation of why it is deemed necessary to take the issue into closed session.

5.4 The minutes of a Local Government must detail the matter discussed and reasoning for discussing the matter in closed session. The Local Government must also ensure that it complies with the statutory obligations associated with recording of passed resolutions.

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## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 23 September 2020

**Item Number:** 11.15 **File Number:** D20/90906

**SUBJECT HEADING:** Tender 20023: Register of Pre-Qualified Suppliers for Dry Hire of Equipment.

**Classification:** Open Access

**Officer's Title:** Manager - Procurement & Plant

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**Executive Summary:**
This report details the sub-panels for the Register of Pre-Qualified Suppliers for Dry Hire of Equipment. The original report for Tender 20023 presented to Council did not include the sub-panels as is normal practice.

Suppliers are allocated to various sub-panels based on Council's requirements and the type of equipment Tenderers can supply.

This report is presented to Council to approve the sub-panels for the Register of Pre-Qualified Suppliers for Dry Hire of Equipment.

**Officer's Recommendation:**
That Council approve the formation of the sub-panels of equipment under the Register of Pre-Qualified Suppliers for Dry Hire of Equipment as listed below.

| Plant Category/Supplier |
|---|
| Caravan |
| Coates Hire Operations Pty Ltd |
| Ezyquip Hire Pty Ltd |
| Onsite Rental Group Operations Pty Ltd |
| Rollers Australia Pty Ltd |
| Compactor Rammer Type |
| Coates Hire Operations Pty Ltd |
| Ezyquip Hire Pty Ltd |
| Onsite Rental Group Operations Pty Ltd |
| Compactor Vibrating Plate |
| Coates Hire Operations Pty Ltd |
| Ezyquip Hire Pty Ltd |
| Onsite Rental Group Operations Pty Ltd |
| Compressor |
| Coates Hire Operations Pty Ltd |
| Ezyquip Hire Pty Ltd |
| Onsite Rental Group Operations Pty Ltd |
| PremiAir Services |
| Concrete Agitator |
| Ezyquip Hire Pty Ltd |
| Crushing Equipment |

Quarry Mining Haulage Pty Ltd

Dozer Tracked

Coates Hire Operations Pty Ltd
Corbet Timber Haulage
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Ltd
Quarry Mining Haulage Pty Ltd
Sharpe Bros (Aust) Pty Ltd

Dozer Wheeled

Coates Hire Operations Pty Ltd
Sharpe Bros (Aust) Pty Ltd

Excavator Attachments

Coates Hire Operations Pty Ltd
Corbet Timber Haulage
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Pty Ltd
Onsite Rental Group Operations Pty Ltd
Quarry Mining Haulage Pty Ltd
Sharpe Bros (Aust) Pty Ltd
Sherrin Rentals Pty Ltd
Swans Earthmoving Qld Pty Ltd
T&W Earthmoving Pty Ltd

Excavator Tracked

Coates Hire Operations Pty Ltd
Corbet Timber Haulage
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Pty Ltd
J & J Earthmoving (Qld)
Onsite Rental Group Operations Pty Ltd
Quarry Mining Haulage Pty Ltd
Sharpe Bros (Aust) Pty Ltd
Sherrin Rentals Pty Ltd
Swans Earthmoving Qld Pty Ltd
Tutt Bryant Hire Pty Ltd

Excavator Wheeled/Tyred

Coates Hire Operations Pty Ltd
Hastings Deering (Aust) Pty Ltd
Onsite Rental Group Operations Pty Ltd
Sharpe Bros (Aust) Pty Ltd
T&W Earthmoving Pty Ltd

Fencing Temporary

Coates Hire Operations Pty Ltd
Onsite Rental Group Operations Pty Ltd
TFH Hire Services Pty Ltd

Generators (Various Sizes)

Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Onsite Rental Group Operations Pty Ltd
PremiAir Services

Grader
BL & MM Green BMG Trading
Coates Hire Operations Pty Ltd
Corbet Timber Haulage
Corbet Timber Haulage
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Ltd
Sharpe Bros (Aust) Pty Ltd
Sherrin Rentals Pty Ltd

Lighting
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Onsite Rental Group Operations Pty Ltd
PremiAir Services

Loaders - Backhoe
Coates Hire Operations Pty Ltd
Corbet Timber Haulage
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Ltd
Onsite Rental Group Operations Pty Ltd
Quarry Mining Haulage Pty Ltd
Sharpe Bros (Aust) Pty Ltd
Swans Earthmoving Qld Pty Ltd
T&W Earthmoving
Tutt Bryant Hire Pty Ltd

Loaders - Skid Steer
BL & MM Green BMG Trading
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Ltd
Onsite Rental Group Operations Pty Ltd
Quarry Mining Haulage Pty Ltd
Sharpe Bros (Aust) Pty Ltd
Sherrin Rentals Pty Ltd
T&W Earthmoving

Loaders – Tracked
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Onsite Rental Group Operations Pty Ltd
Sharpe Bros (Aust) Pty Ltd
Sherrin Rentals Pty Ltd
Tutt Bryant Hire Pty Ltd

Loader Tyred
Coates Hire Operations Pty Ltd
Corbet Timber Haulage
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Ltd
JD and TJ Bell
Onsite Rental Group Operations Pty Ltd
Quarry Mining Haulage Pty Ltd

Sharpe Bros (Aust) Pty Ltd
Sherrin Rentals Pty Ltd
T&W Earthmoving
Tutt Bryant Hire Pty Ltd

Materials Handling - Telehandler
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Onsite Rental Group Operations Pty Ltd

Mobile Facilities - Ablutions
Coates Hire Operations Pty Ltd
Onsite Rental Group Operations Pty Ltd
Rollers Australia Pty Ltd

Mobile Facility - Kitchen
Onsite Rental Group Operations Pty Ltd
Rollers Australia Pty Ltd

Pumps
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
GSS Hire (Ground Support Systems)
Onsite Rental Group Operations Pty Ltd
T&W Earthmoving

Roller – Drawn
Ezyquip Hire Pty Ltd
Rollers Australia Pty Ltd
Sharpe Bros (Aust) Pty Ltd

Rollers - Padfoot
Coates Hire Operations Pty Ltd
Conplant Pty Ltd
Corbet Timber Haulage
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Pty Ltd
Onsite Rental Group Operations Pty Ltd
Rollers Australia Pty Ltd
Sharpe Bros (Aust) Pty Ltd
Sherrin Rentals Pty Ltd
T&W Earthmoving
Tutt Bryant Hire Pty Ltd

Rollers – Multi Tyred
Coates Hire Operations Pty Ltd
Conplant Pty Ltd
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Pty Ltd
Onsite Rental Group Operations Pty Ltd
Rollers Australia Pty Ltd
Sharpe Bros (Aust) Pty Ltd
Sherrin Rentals Pty Ltd
Tutt Bryant Hire Pty Ltd

Rollers – Smooth Drum
Coates Hire Operations Pty Ltd
Conplant Pty Ltd

Corbet Timber Haulage
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Pty Ltd
Onsite Rental Group Operations Pty Ltd
Rollers Australia Pty Ltd
Sharpe Bros (Aust) Pty Ltd
Sherrin Rentals Pty Ltd
Swans Earthmoving QLD Pty Ltd
T&W Earthmoving
Tutt Bryant Hire Pty Ltd

Rollers - Trench
Coates Hire Operations Pty Ltd
Conplant Pty Ltd
Onsite Rental Group Operations Pty Ltd
Rollers Australia Pty Ltd
Sharpe Bros (Aust) Pty Ltd
Tutt Bryant Hire Pty Ltd

Sign Boards
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Onsite Rental Group Operations Pty Ltd
PremiAir Services
TFH Hire Services Pty Ltd
Tutt Bryant Hire Pty Ltd

Site Office
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Onsite Rental Group Operations Pty Ltd
Rollers Australia Pty Ltd

Site Office/Building – Skid Mounted
Coates Hire Operations Pty Ltd
Onsite Rental Group Operations Pty Ltd

Street Sweeper
M.T.E Sales and Services Pty Ltd
Rosmech Sales & Service Pty Ltd

Tooling (Jack Hammers etc.)
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Onsite Rental Group Operations Pty Ltd

Traffic Lights
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Onsite Rental Group Operations Pty Ltd
PremiAir Services
Tutt Bryant Hire Pty Ltd

Trailers – Flat Top
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Quarry Mining Haulage Pty Ltd

Trailers - Float

Quarry Mining Haulage Pty Ltd
Sharpe Bros (Aust) Pty Ltd

Trailers – Plant
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Onsite Rental Group Operations Pty Ltd
Quarry Mining Haulage Pty Ltd
Sharpe Bros (Aust) Pty Ltd

Trailers – Tanker/Fire Fighter
Ezyquip Hire Pty Ltd

Trailers - Tipper
Ezyquip Hire Pty Ltd
Sharpe Bros (Aust) Pty Ltd

Trenching Equipment
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
GSS Hire (Ground Support Systems)

Trucks – (Dump of Highway)
Corbet Timber Haulage
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Pty Ltd

Trucks – Prime Mover
Ezyquip Hire Pty Ltd
Hastings Deering (Aust) Pty Ltd

Trucks – Rigid
Ezyquip Hire Pty Ltd
T&W Earthmoving

Utility (Light Vehicle)
PremiAir Services

Works at Heights Equipment
Coates Hire Operations Pty Ltd
Ezyquip Hire Pty Ltd
Onsite Rental Group Operations Pty Ltd
Sherrin Rentals Pty Ltd

Miscellaneous Plant
Coates Hire Operations Pty Ltd
Compass Equipment Sales Pty Ltd
Onsite Rental Group Operations Pty Ltd
Position Partners
Quarry Mining Haulage Pty Ltd
Serious Waste Pty Ltd (Global Equipment Pty Ltd)
Sharpe Bros (Aust) Pty Ltd
Sherrin Rentals Pty Ltd
T&W Earthmoving
TFH Hire Services Pty Ltd

## Individuals or Organisations to which the report applies:

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

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

Contractors on the Register may gain a benefit and those contractors that are not on the Register will not receive preference for work.

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| Dry Hire | Hire of Equipment without an operator. |

## Context:

***Why is the matter coming before Council?***

The Register of Pre-Qualified Suppliers for Dry Hire of Equipment is usually approved by Council and includes the sub-panels of equipment that Tenderers are allocated. The approval previously sought did not include the sub-panels. As such, this report request Council's approval for the sub-panels of equipment.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The Register of Pre-Qualified Suppliers for Dry Hire of Equipment was refreshed through Tender 20023 with all submissions being approved for the Register. This report finalises the results of Tender 20023 by placing successful tenderers into sub-panel equipment categories.

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

The Register of Pre-Qualified Suppliers for Dry Hire of Equipment has been formed in accordance with section 232 of the Local Government Act 2012.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***

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

N/A

## Input into the Report & Recommendation*:*

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

N/A

## Funding Bodies*:*

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

N/A

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

N/A

## Future Years' Budgets:

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

N/A

## Impact on Other Individuals or Interested Parties:

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

No.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| N/A | N/A |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is advised that Council approve the formation of sub-panels of equipment under the Register of Pre-Qualified Suppliers for Dry Hire of Equipment as listed in this report.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

It is recommended that Council approve the formation of the sub-panels of equipment under the Register of Pre-Qualified Suppliers for Dry Hire of Equipment as listed in this report.

**Link to Corporate Plan:**
Corporate Plan 2018-2023
Strategic Priority 1: Getting the basics right
1.3 Roads and drainage

**Supporting Documentation:**
Nil.

**Report authorised by:**
Director - Corporate & Community Services
Chief Executive Officer

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 29 July 2020

**Item Number:** 12.1 **File Number:** D20/73427

**SUBJECT HEADING:** Request for New Grid Installation - Washpool Road

**Classification:** Open Access

**Officer's Title:** Manager - Maintenance Delivery & Works

---

**Executive Summary:**
Council is in receipt of an application to install a single grid, signage, fencing and associated gates within the Washpool Road Reserve.

**ficer's Recommendation:**
That Council:

1. approve the installation of a single grid, signage, fencing and associated gates at Ch 21.400 on Washpool Road as per Council Policy – Grids & Gates.

2. invoice the applicant the initial fee for a ten year permit, with the fee for 2020/21 being $301.00 including GST.

3. supply the applicant with a Works in Road Reserve permit to undertake the approved installations within Washpool Road Reserve.

---

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

JL & JI Shaw
Julie Guthrie
JC Humphreys

### Acronyms:

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

| Acronym | Description |
|---|---|
| Nil | |

### Context:

***Why is the matter coming before Council?***

For Council to deliberate on the applicants (JL & JI Shaw) request to install a single grid signage, fencing and associated gates within Council's road reserve, namely the Washpool Road.

The location that the applicants are requesting to install the single grid, signage, fencing and associated gates is at chainage 21.400 within the Washpool Road Reserve, adjoining land described as Lot 69 on WT270 (Shaw), Lot 65 on WT46 (Humphreys) and Lot 28 on WT50 (Guthrie).

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

Council Officers have provided the relevant form required to submit an application to install a grid and associated gates.

The writer is now tabling a report for Council to deliberate the request from Mr. & Mrs. Shaw to install a single grid, signage, fencing and associated gates at this location, which will assist the applicants with the roaming cattle problem on their property.

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

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

*Stock Route Management Act 2002.* (179 obstructing movement of stock)
A person must not, without reasonable excuse, obstruct the movement of travelling stock on the stock route network by building a fence, locking a gate or using vehicles or animals to prevent stock movement and making noise to alarm stock.

*Subordinate Local Law No. 1.16 (Gates and Grids)*. The prescribed activity must not result in harm to human health or safety, including the safety of vehicular or pedestrian traffic, property damage or loss of amenity, cause a nuisance, cause unreasonable obstruction of vehicular or pedestrian traffic, cause unreasonable prejudice to the proper maintenance of a road and cause environmental harm or nuisance.

*The Transport Infrastructure Act 1994 and Transport Operations (Road Use Management) Act 1995.* These acts impose a statutory duty on Council to construct, maintain and operate public roads to promote the safe transport of persons and goods. The Local Government Act 2009 grants Council control of all roads in our local government area.

Gates and grids are defined as ancillary works on roads within this legislation and while Council has the responsibility for the control, care and management of our public roads, provision of this policy transfers responsibility to the landowner for gates and grids which are permitted for use.

However, it is acknowledged that gates and grids may be required under certain circumstances for primary production purposes. Where gates and grids are allowed, they must be installed, managed and maintained to an appropriate and consistent

standard, which minimises any safety risk to road users. This does not apply to gates and grids at property entrances, or on property boundaries, provided that the gate and grid does not encroach on the road reserve.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Council Policy –Grids & Gates: approved on 12th February 2020 (GM/02.2020/77)

## Input into the Report & Recommendation*:*

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

Karen McMillan: Assets Officer-Transport Network Program & Contract Management

## Funding Bodies*:*

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

N/A

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

There is an initial fee for a ten year permit and renewal fee every ten years thereafter payable to Maranoa Regional Council by the grid owner. Fees and charges are determined through Council's annual budget deliberation process. The fee for this year (2020/21) for a ten year license is $301.00 including GST.

## Future Years' Budgets:

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

A renewal fee is payable every ten years by the grid owner to Maranoa Regional Council. Fees and charges are determined through Council's annual budget deliberation process.

## Impact on Other Individuals or Interested Parties:

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

Nil

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Installation of Infrastructure on Public Roads under the control of Council | Legal risk has been managed by Council's adopted Gates and Grids Policy and Council Policy – Works in Road Reserve along with the application documentation.<br><br>Council should note the following extracts from the applicants signed application:<br><br>*I/we acknowledge that:-*<br><br>*(1) It will be a standard condition of every approval that the approval holder constructs the gate or grid and the approaches to the gate or grid in accordance with Council's Standard Specification for Gates and Grids.*<br><br>*It will be a standard condition of approval that the holder of an approval for a gate or grid will be responsible for maintaining the gate and/or grid and approaches described above.* |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Approve the installation of the grid and associated gates as per Council Policy – Grids & Gates adopted on 12 February 2020 (GM/02.2020/77).

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council:

1. approve the installation of a single grid, signage, fencing and associated gates at Ch 21.400 on Washpool Road as per Council Policy – Grids & Gates.

2. invoice the applicant the initial fee for a ten year permit, with the fee for 2020/21 being $301.00 including GST.

3. supply the applicant with a Works in Road Reserve permit to undertake the approved installations within Washpool Road Reserve.

**Link to Operational Plan Function:**
Corporate Plan 2018-2023
Strategic Priority 1: Getting the basics right
1.3 Roads and drainage

**Supporting Documentation:**

| | | |
|---|---|---|
| *1*⇩ | Grid Application JL & JI Shaw Washpool Road Reserve | D20/73436 |
| *2*⇩ | Council Policy - Grids & Gates V4 - GM 02.2020 77 | P20/1 |
| *3*⇩ | Washpool Road, Injune - 173-15 - Ch21,500 - 3,250km | D20/91869 |
| | East of Duck Creek Rd - 4 August to 9 September 2020 | |

**Report authorised by:**
Deputy Director / Strategic Road Management
Deputy Chief Executive Officer/Acting Director Infrastructure Services

JJ and JM Shaw T/A JS Grazing

'Double J'

2300 Washpool Road

INJUNE QLD 4454

2nd July 2020

To Whom It May Concern

We appreciate the time taken to consider our application for a permit to erect a grid on the Washpool Road, Injune.

Our proposal is to put an Aprilla S4DMR grid with an accompanying double gate at the site shown on the map included. The grid dimensions are 4m by 2.1m by 0.5m.

The purpose of the proposed grid installation is to be able to better utilise the land as indicated by the orange highlighting. Currently, stock that are put in the paddock made up of Lot 69 WT270 are able to walk back along the washpool road in an easterly direction and tend to hang in the laneway that runs along the washpool road down to the duck creek road.

We feel that the placement of the grid in the proposed location is the best scenario for safety of both the livestock and road traffic.

We look forward to your response and are happy to discuss any issues that may arise as a result of this application.

Regards

Jeffrey Shaw

J L Shaw

maranoa REGIONAL COUNCIL

Maranoa Regional Council
Cnr Bungil & Quintin Streets
Roma Queensland 4455
P 1300 007 662 F 07 4622 3084
www.maranoa.qld.gov.au

Postal Address
PO Box 42
Mitchell Queensland 4465
ABN: 99 324 089 164

WORKING FOR YOU. GROWING WITH YOU.

# Permit to Erect, Remove Or Replace Gate and/or Grid Across a Road

Applications for a Permit or transfer of Permit for Gates and Grids will be considered by Council subject to the provisions of the Local Government Act 2009, Local Law No. 4 (Roads) and Subordinate Local Law No. 1.16 (Gates and Grids) of Maranoa Regional Council.

Applications will only be considered by Council upon receipt of a completed application form with required supporting information and the payment of the relevant fee. There is an initial fee for a 10 year permit and a renewal fee every 10 years thereafter. A separate transfer fee will apply in cases of change of ownership.

Council will advise, in writing, of its approval or otherwise, together with any special conditions it consider necessary, for the convenience of the public.

The following attachments should be understood prior to completion of the application form.

- Subordinate Local Law No. 1.16
- Permit and Licence Application Form

**IMPORTANT NOTICE - Privacy Statement**
Maranoa Regional Council is collecting your personal information on this form in accordance with the Local Government Act 2009 in order to process the application to erect a gate and/or grid across a road. The information will only be accessed by Maranoa Regional Council for Council business related activities. Your information will not be given to any other person or agency unless you have given us permission or are required by law. Your personal information is handled in accordance with the Information Privacy Act 2009.

**Application**

Owner's Name: JL & JI SHAW
Postal Address: DOUBLE J' 2300 WASHPOOL RD INJUNE Q 4454
Real Property Description of land owned: Lot 69 Plan: WT270
Property Location: Washpool Rd INJUNE Q 4454
I/We hereby make application for a permit to erect, remove or replace a gate/grid across the road as shown on attached plan.
We are making application to erect a grid across the Washpool Rd as shown on the plan.
Name and Address of person who will under take the work
Jeremy Shaw
2300 Washpool Rd INJUNE Telephone No. 0428 281 205

**Details:**

(1) Design dimension: Aprilla S4DMR Grid 4m x 2.1m x 0.5m
(2) When & how Gate/Grid will be built, removed or replaced:
As soon as permission is granted.
(3) Attach Site Plan to scale & specification ☑ Yes ☐ No
(4) Details of builder's insurance: $20 m Public liability through Marsh.
(5) Sign "Permitted Public Gate" to be Attached: ☐ Yes ☐ No

I/We have attached hereto a plan showing the exact location of the proposed gate and/or grid relative to the property boundaries and the road reserve.

In consideration of the Council granting such licence I/we hereby undertake that I/we will at all times hereafter indemnify and keep indemnified the Council against the payment of all claims, demands, damages, charges and costs and against all liability arising with respect to the said gate and/or grid and against all actions, suits, proceedings, claims and expenses whatsoever which may be taken or made against the Council or incurred or become payable by the Council with respect thereto.

FORM.CLAIM.0103

I/we acknowledge that:-

(1) It will be a standard condition of every approval that the approval holder constructs the gate or grid and the approaches to the gate or grid in accordance with Council's Standard Specification for Gates and Grids.

(2) It will be a standard condition of approval that the holder of an approval for a gate or grid will be responsible for maintaining the gate and/or grid and approaches described above.

**Signed**
Name of Applicant/s: JEFFREY & JENNIFER SHAW

Signature of Applicants: J L Shaw J Shaw Date: 2.7.2020

Date:

Adjoining Property Holders Objection or Non-objection
I/We being the owner of property "Colroy" which adjoins the property as stated on the attached plan, have no objection/~~object to~~ the installation of a gate/grid at the location indicated.

Reason for objection (if applicable):

**Name/s of property owner:** Justin & Clare Humphreys

Signature/s: C Humphreys / Date: 28/04/2020

**Witness**
Name of Witness: Grayson Humphreys

Signature: G Humphreys Date: 28/04/2020

Adjoining Property Holders Objection or Non-objection
I/We being the owner of property "ROSSMORE" which adjoins the property as stated on the attached plan, have no objection/~~object~~ to the installation of a gate/grid at the location indicated.

Reason for objection (if applicable):

**Name/s of property owner:** GUTHRIE PASTORAL GROUP

Signature/s: N.J Guth Date: 12/06/20

**Witness**
Name of Witness: JULIE GUTHRIE

Signature: Date: 12/6/20.

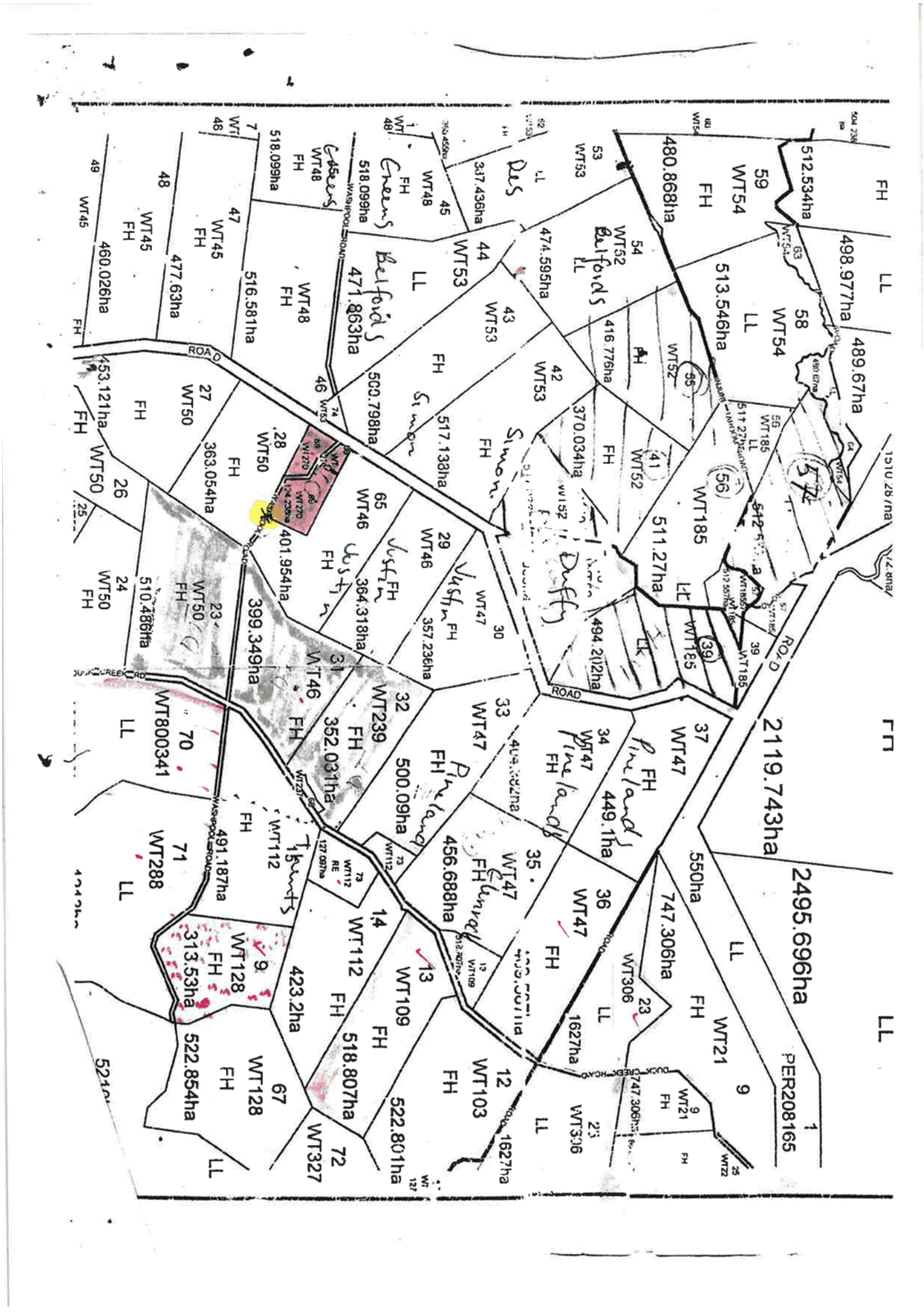
**Office Use Only:**
Application Fee: Receipt No: Date Received:

Licence No: Register Updated:

**2017/18 Fees and Charges**
Application Fee: $289.60 $301.-
Renewal Fee (every 10 years): $115.90

353787

6/29/2020
Google Earth
25°53'49"S
25°53'50"S
25°53'51"S
25°53'52"S
25°53'53"S
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148°46'08"E
148°46'06"E
148°46'04"E
148°46'02"E
148°45'59"E
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CNES / Airbus
Camera: 1,008 m 25°53'48"S 148°46'20"E 396 m
https://earth.google.com/web/@-25.89826117,148.76924157,394.33016294a,613.82715115d,30.00000359y,0h,0t,0r
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Attachment A


512.534ha
59
WT54
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489.67ha
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513.546ha
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474.595ha
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Des
44
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471.863ha
Greens
WT48
FH
518.099ha
WASHPOOL ROAD
516.581ha
WT48
FH
47
WT45
FH
477.63ha
48
WT45
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460.026ha
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WT45
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ROAD
453.121ha
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28
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509.798ha
Simon
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43
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42
WT53
370.034ha
FH
517.138ha
Simon
FH
41
WT52
56
WT185
511.27ha
LL
Duffy
494.212ha
ROAD
39
WT185
2119.743ha
2495.696ha
1
PER208165
LL
9
WT21
FH
550ha
747.306ha
23
WT306
LL
1627ha
12
WT103
FH
522.801ha
72
WT327
67
WT128
FH
522.854ha
LL
9
WT128
FH
313.53ha
71
WT288
LL
70
WT800341
LL
491.187ha
WASHPOOL ROAD
423.2ha
14
WT112
FH
518.807ha
13
WT109
FH
456.688ha
35
WT47
FH
Pinelands
FH
449.1ha
34
WT47
FH
37
WT47
FH
33
WT47
FH
32
WT239
FH
500.09ha
352.031ha
31
WT46
FH
Tibbuns
WT112
FH
DUCK CREEK RD
399.349ha
401.954ha
65
WT46
FH
Duffy
364.318ha
29
WT46
FH
Duffy
357.236ha
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24
WT50
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510.486ha
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Attachment B
6/29/2020
Google Earth
25°53'45"S
25°53'50"S
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25°54'S
25°54'05"S
25°54'10"S
25°54'15"S
148°46'01"E
148°46'15"E
148°46'25"E
148°46'35"E
148°46'50"E
3D
100%
CNES / Airbus
Camera: 3,341 m 25°53'44"S 148°47'46"E 397 m
https://earth.google.com/web/@-25.90269281,148.78122663,426.01622473a,2914.64004368d,30.00000359y,-0h,0t,0r
1/1


Washpool Rd
Highland
Plain
Dirck Creek Rd
ast Rd



maranoa
REGIONAL COUNCIL

Injune Administration Centre
ABN: 99 324 089 164
Ph: 1300 007 662
Fax: 07 4626 0590
E: council@maranoa.qld.gov.au
W: www.maranoa.qld.gov.au

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Maranoa Regional Council
PO Box 620
ROMA QLD 4455
Ph 0746240749 Fax 07 4622 3084
Email: council@maranoa.qld.gov.au
Website: www.maranoa.qld.gov.au

Date 09/07/2020 15:31
Receipt 00353787:0001 Terminal 4:248
Julie Shaw
2300 Washpool Road
Injune QLD 4454

| Details | Amount |
|---|---|
| Gates & Grids App | 301.00 |
| 01261.1056.1002 | |
| Washpool | |
| Total Value: | 301.00 |
| Tendered | |
| Credit | 301.00 |
| Change | 0.00 |

Receipt/Tax Invoice

Thank you for your payment

NAB EFTPOS
MARANOA REG CNC
INJUNE AU
MID: 46174611
TID: K4G431
Version: 0.6.90D

CUSTOMER COPY

| | |
|---|---|
| JUL 09, 20 | 15:33 |
| BATCH: | 000145 |
| INV: | 237 |
| STAN: | 000552 |
| ACCOUNT TYPE | CREDIT |
| RRN: | 000145000237 |
| VISA | |
| .....5462(M) | |
| SALE AUD | $301.00 |
| APPROVED | 08 |
| APPROVAL CODE | 956683 |

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# COUNCIL POLICY: GRIDS & GATES

## 1. Policy Statement

The *Transport Infrastructure Act 1994* and *Transport Operations (Road Use Management) Act 1995* impose a statutory duty on Council to construct, maintain and operate public roads to promote the safe transport of persons and goods, while the *Local Government Act 2009* grants Council control of all roads in our local government area.

Gates and grids are defined as ancillary works on roads within this legislation and while Council has the responsibility for the control, care and management of our public roads, provision of this policy transfers responsibility to the property owner for gates and grids which are permitted for use.

As a preferred position, Council discourage the use of gates and grids where possible. It is however acknowledged that gates and grids may be required under certain circumstances for genuine primary production purposes. The aim of this policy is to ensure that where gates and grids are allowed they must be installed, managed and maintained to an appropriate and consistent standard, which minimises any safety risk to road users.

## 2. Policy Purpose

The objective of this policy is to provide detailed information on grids and gates as called upon by *Subordinate Local Law No. 1.16 (Gates and Grids) 2011*. Council seeks to provide a simple and consistent process for the management of gates and grids on public roads within our region to ensure that they do not interfere with –

- the safe movement of vehicles and other road users; and/or
- the maintenance of the public road.

The purpose of this policy is to ensure uniform standards are applied to the construction and maintenance of grids and gates on Council controlled roads.

## 3. Policy Scope

This policy:

- Applies to the construction and maintenance of all grids and gates on public roads, excluding state-controlled roads, under the control of Maranoa Regional Council.
- Does not apply to gates and grids at property entrances or on property boundaries, provided that the gate and grid does not encroach on the road reserve.
- Defines the framework under which gates and grids are to be managed within the region. It provides the basis for a method to control the approval, installation, ongoing maintenance and removal of a gate and/or a grid on a public road.

## 4. Definitions

Definitions detailed in *Subordinate Local Law No. 1.16 (Gates and Grids) 2011 and Subordinate Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads) 2011* apply to this policy.

**Owner** - An owner of a gate or grid installed across a public road, means the person/s who receives the benefit of the gate or grid, i.e. does not have the roadway fenced out, which allows stock to graze the road reserve.

**Road -** is an area of land that is dedicated to public use as a road, a footpath or bicycle path, a bridge, culvert, ford, tunnel or viaduct as defined in section 59 of the *Local Government Act 2009*.

**Minor Repair Works -** works on a grid or gate that are minor in nature and do not materially affect the original design or structural capacity of the structure.

## 5. Policy Details

### 5.1. Grids

**5.1.1.** Council's standard specification for road grids shall be as follows:

Frames and abutments are to be structurally certified for design loads in accordance with AS5100.2-2017 (the Bridge Design Code), including all relevant load factors, dynamic load allowances and deflection limits (i.e. span/600). The particular loads to be applied are as follows:

- W80 wheel load;
- A160 axle load;
- M1600 moving load;
- S1600 stationary traffic load.

Design loads need not be applied outside the line of the outer bearer.

Grids are to be structurally certified for maximum safe vehicle design speed 100km/h, where:

- Frames are securely anchored to abutments;
- Approach road gradients conform to Council standard drawings;
- Approach road surface is to a standard appropriate for the vehicle speed.

Abutments are to be certified for bearing capacity of foundation material 100kPa / soaked CBR 5, unless ground conditions can be confirmed / dictate use of a lower bearing capacity.

**5.1.2.** Each application submitted for Council approval shall be accompanied by –

a) A Form 15 Certificate of Design from a qualified Registered Professional Engineer Queensland (RPEQ) stating the design parameters.

b) Documentation providing details of the grid fabrication and installation.

**5.1.3.** Council may elect to use the grid as a cross-road drainage structure. In this case, Council will undertake surface drainage works in the vicinity of the grid.

**5.1.4.** All grids shall be accompanied by an adjacent bypass road and double gates with a minimum opening of 7.0 metres.

## 5.2. Gates

Gates shall be:

**5.2.1.** Constructed so as to provide a minimum clear opening of 7.0 metres.

**5.2.2.** In two sections so as to permit convenient use by the public.

**5.2.3.** Of stock proof construction and to be swinging on hinges.

**5.2.4.** Fitted with a minimum of three delineators evenly spaced on each section of the gate.

**5.2.5.** Accompanied by a grid (Council will not licence a gate without a grid) where it is either across a road giving access to more than two properties, or more than one property which is residentially occupied, not taking into account the property of the applicant.

## 5.3. Signs

All signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and Council's Standard Grids and Gates Drawing.

## 5.4. Minimum Standards and Exclusions

Licensed gate and grid requirements and exclusions will be as follows:

| Traffic Volumes | Grid Type Required |
|---|---|
| Road with greater than 250 vehicles per day | Not permitted |
| Road with traffic volumes less than 250 but more than 20 vehicles per day | Double grid (8m) |
| Road less than 20 vehicles | Single grid (4m) |

Notwithstanding the above, a double grid may be required, at Council's discretion, irrespective of the above if:

- Driver visibility is restricted; or
- Road conditions preclude reasonable access from the road formation to an adjoining gate due to:
  - Road alignment;
  - Road formation height;
  - Presence and/or interruption to channels or overland/roadside drainage paths.

## 5.5. Applications

**5.5.1.** Applications must be made on the prescribed form and must be accompanied by all required supporting information and payment of application fee.

**5.5.2.** Notification from **all** boundary neighbouring property holders indicating their objection or non-objection to the application must be included as part of the application submission.

### 5.6. Application Fees and Renewal Charges

**5.6.1.** The applicant will pay a fee on application.

**5.6.2.** A fee to renew an existing grid or gate licence will be payable at the time of application for renewal.

**5.6.3.** On change of ownership of a property, a fee is payable for Council to transfer the licence to the new owner.

**5.6.4.** The fee payable on application, renewal or transfer will be as determined by Council as part of annual budget deliberations through fees and charges.

### 5.7. Decision

**5.7.1.** Authority for the approval of licensed grid and gate applications accompanied by a 'Non Objection Notice' from each and all boundary neighbouring property holders has been delegated to the Chief Executive Officer. This authority may be further delegated to the Director – Infrastructure Services.

**5.7.2.** For applications received where one (1) or more 'Notice/s of Objection/s' is/are received, the application will be referred to Council for determination.

**5.7.3.** Any licensed grid/gate approvals granted by Council shall have a ten year currency period, after which application will have to be made to Council for renewal.

**5.7.4.** Gates and Grids need to remain compliant during the period of the licence.

**5.7.5.** Council reserves the right to review its approval of a gate and grid if changes occur to the classification or alignment of the road on which it is situated, or if there is a demonstrated change in road usage patterns, or if the original purpose of the gate and grid no longer exists.

### 5.8. Installation or Replacement of Grids and Gates

**5.8.1.** To assist landholders, Council can undertake grid installation works subject to suitable Council plant being in the area. In such case, the responsibilities are as follows:

**Owner**

a) Supply and delivery of grid components to site;
b) Where applicable supply of materials and installation of any gates and fencing; and
c) Maintenance and registration of grid or gate at completion or works.

**Council**

a) Where applicable remove the existing grid and associated infrastructure and deliver to a mutually agreeable location;
b) Installation of new grid and abutments;
c) Supply and installation of associated signage; and
d) Complete associated roadworks.

**5.8.2.** Works undertaken by a party other than Council, including the installation of grids and/or gates, will be subject to Council's Works in Road Reserve Policy. Approval, under this policy, will need to be sought prior to commencement of any works.

### 5.9. Repairs

**5.9.1.** Should works be required to a grid or gate, Council will notify the owner in writing and the owner shall rectify any problems immediately. If the works are not carried out within sixty (60) days of the date of the letter, Council may perform the works itself or through a third party or remove the grid and invoice the owner for all associated costs.

**5.9.2.** In the event of a safety hazard at the grid or gate the owner will be required to address this immediately to a level that is satisfactory to Council and then to Council's standard specification within sixty (60) days.

**5.9.3.** All repair works shall be undertaken by an appropriately licensed person (i.e. qualified boilermaker / welder).

**5.9.4.** Minor Repair Works do not require certification by a Registered Professional Engineer Queensland.

**5.9.5.** All repair works shall be subject to conditions outlined in Clause 4.8.2 of this policy.

### 5.10. Upgrade Works to Council Roads

In the event of Council performing construction (i.e. upgrade or renewal) works, at the grid or gate location, the grid or gate may need to be upgraded to meet the current Council specifications, depending on its age and current condition.

In such case, the responsibilities are as follows:

**Owner**

a) Supply of grid or gate components to specifications (including associated signage);
b) Where applicable supply of materials and installation of any gates and fencing; and
c) Maintenance and registration of grid or gate at completion or works.

**Council**

a) Where applicable remove the existing grid and associated infrastructure and deliver to a mutually agreeable location;
b) Installation of new grid and abutments;
c) Supply and installation of associated signage; and
d) Complete associated roadworks.

**Council may:**

a) Waive any grid application fee payable, but not any renewal charges applicable; and
b) Waive any application process required at the time of installation.

### 5.11. Incentive to "Fence Out"

**5.11.1.** To encourage landholders to voluntarily fence road reserves and eliminate grids and gates from our road network, Council will reimburse licensed gate and/or grid owners per grid/gate following:

a) the road being fenced out to a permanent stock proof standard;

b) the Council removal of the gate / grid and associated structures and reinstatement of the road (when Council is undertaking works in the area);

c) the final inspection by Council.

**5.11.2.** With an exception in the case of a property boundary grid, each individual owner, upon fencing their section would be reimbursed $750 (the maximum payment for any structure being $1,500).

**5.11.3.** When future capital works improvements are undertaken, Council will negotiate the possible removal of any grids on that section of road with all affected landholders.

**5.11.4.** Council will reimburse the owner the full subsidy value for the removal of a grid, where the adjoining neighbour is a government agency.

**5.11.5.** Where the owner of a grid and/or gate, fences out a road eliminating a grid / gate which was previously a boundary grid between two owners and one of these owners has previously fenced out their side of the grid and received half of the subsidy under this policy, the later owner shall only be paid half the total subsidy.

**5.11.6.** The value of the financial incentive offered will be as determined through annual budget deliberation processes. The subsidy has been set at $1,500 per grid or gate removed.

## 6. Special Provisions (e.g. Privacy Provisions etc.)

Nil

## 7. Related Policies and Legislation

- Transport Infrastructure Act 1994
- Transport Operations (Road Use Management) Act 1995
- Local Government Act 2009
- Council Policy – Works in Road Reserve
- Manual of Uniform Traffic Control Devices

## 8. Associated Documents

- Application Form
- Council's Standard Grids and Gates Drawing Set
- *Subordinate Local Law No. 1.16 (Gates and Grids) 2011*
- *Subordinate Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads) 2011*

maranoa REGIONAL COUNCIL

September | 2020

# Traffic Report

| | |
|---|---|
| 173-15 Washpool Rd, Injune , Ch21500,... | 2020-08-04 (about 1 month) |

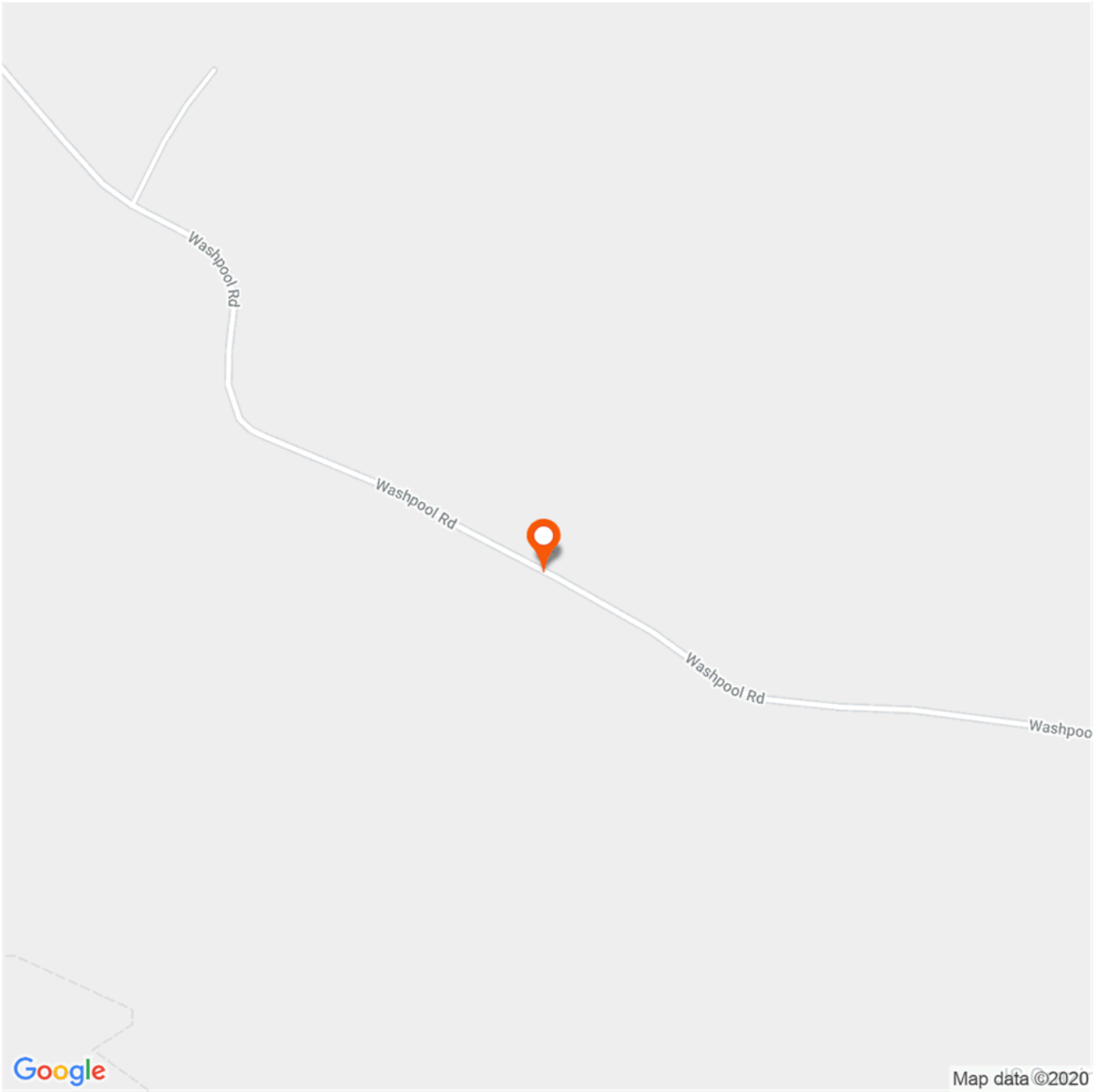
Created with Trafficweb

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| Passages per type | 11 |


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# 173-15 Washpool Rd, Injune , Ch21500, 3250m East of Duck Creek Rd



# Location info

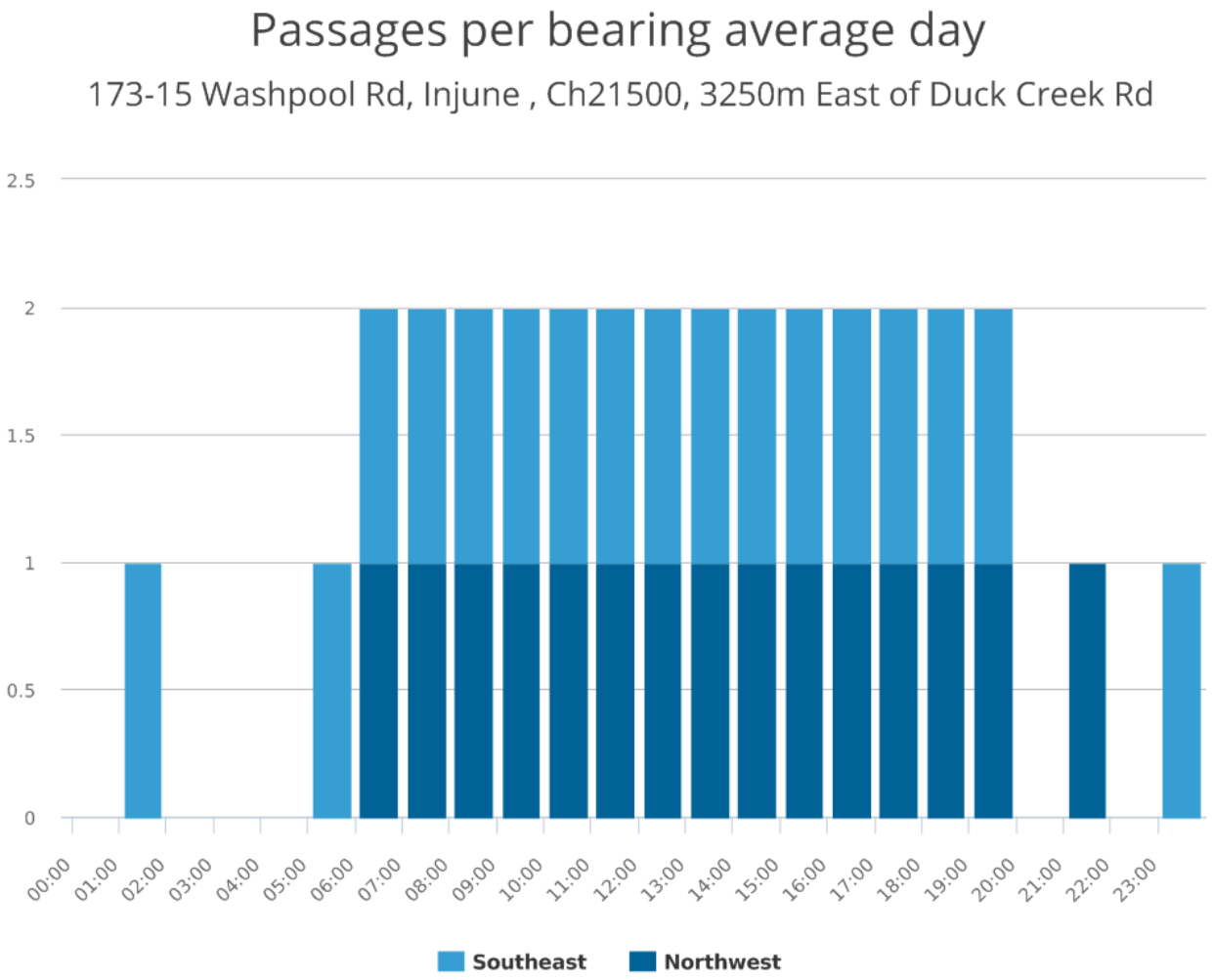
## 173-15 Washpool Rd, Injune , Ch21500, 3250m East of Duck Creek Rd

| | |
|---|---|
| **Location id** | 67104 |
| **Data collected** | about 1 month |
| Start | 2020-08-04 00:00 |
| Stop | 2020-09-09 00:00 |
| **Sensors** | MetroCount |
| Features | ✔ Velocity ✔ Classification |
| Resolution | Per passage |
| Type of traffic | Motor vehicles |
| **Speed limit** | 80 km/h |

# About the traffic

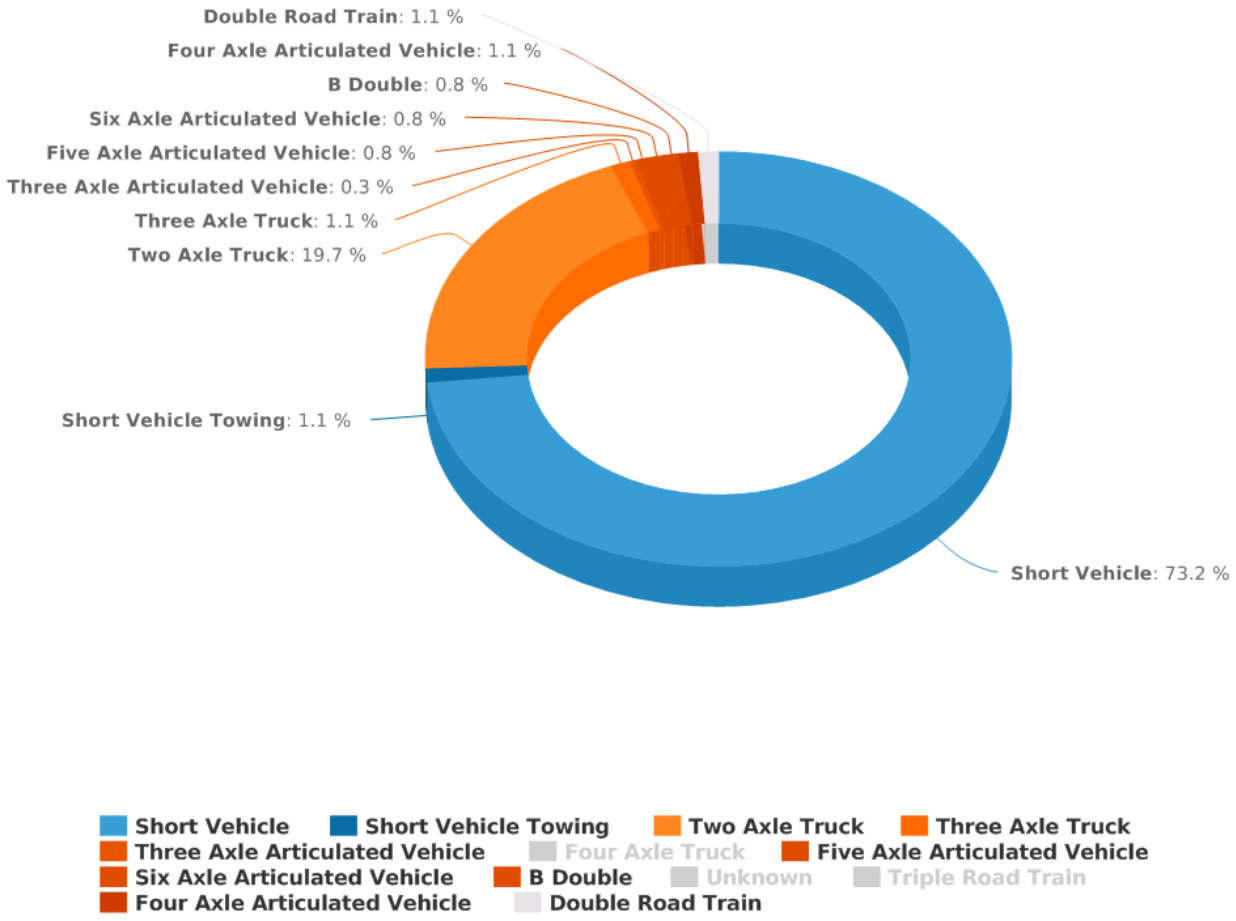
## 173-15 Washpool Rd, Injune , Ch21500, 3250m East of Duck Creek Rd

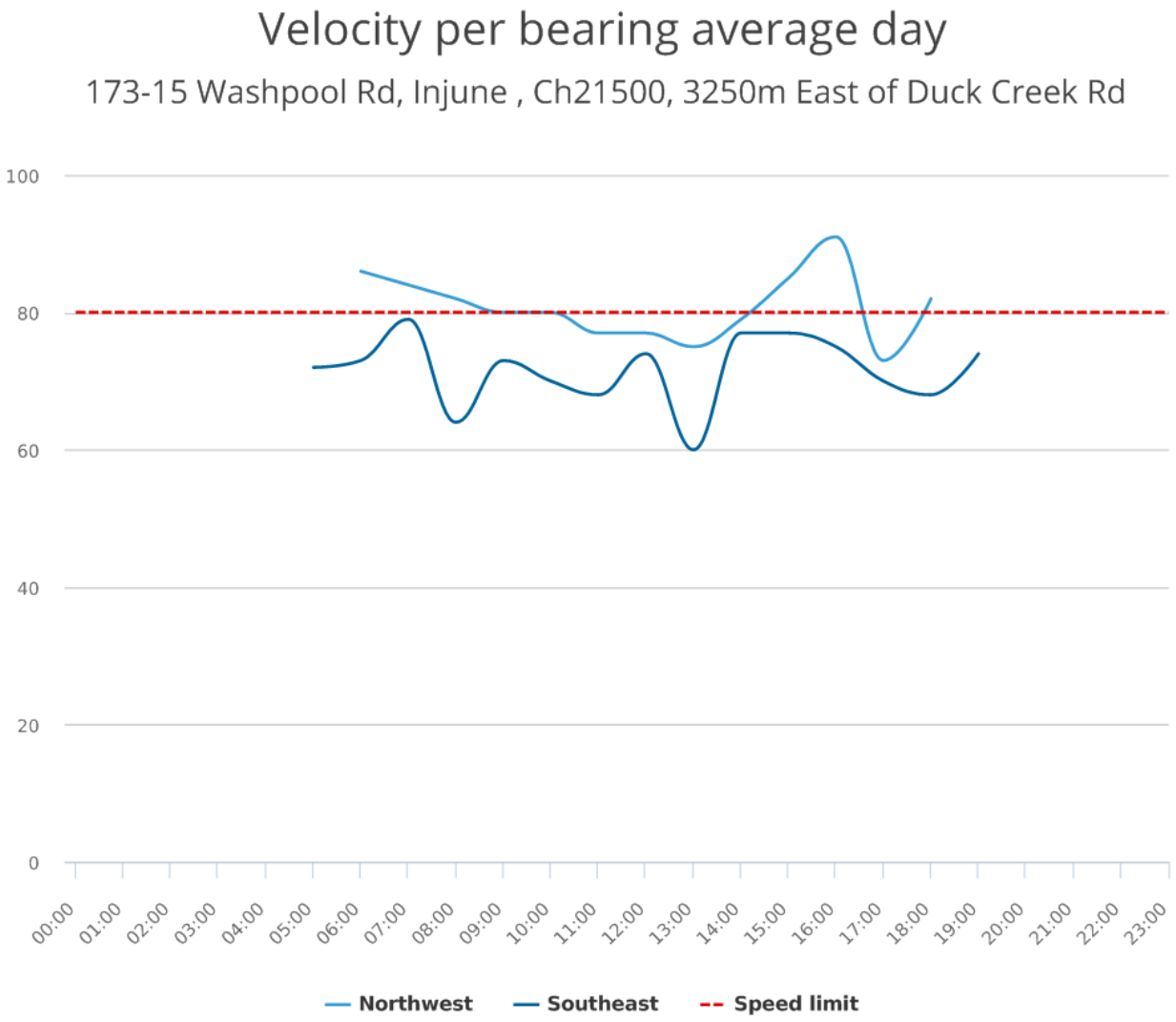
| | |
|---|---|
| **Passages** | 370 |
| Bearing northwest | 184 (50%) |
| Bearing southeast | 186 (50%) |
| **Daily traffic** | 10 |
| Workday | 12 |
| Weekend | 5 |
| **Peak day** | 22 (2020-08-28 00:00) |
| **Heavy traffic** | 4.9% |
| **Average velocity** | 77 km/h |
| 15th percentile | 63 km/h |
| 85th percentile | 90 km/h |
| **Speed violations** | 161 (44%) |
| Avarage speed for violations | 89 km/h |


Passages per bearing average day
173-15 Washpool Rd, Injune , Ch21500, 3250m East of Duck Creek Rd
2.5
2
1.5
1
0.5
0
00:00
01:00
02:00
03:00
04:00
05:00
06:00
07:00
08:00
09:00
10:00
11:00
12:00
13:00
14:00
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21:00
22:00
23:00
Southeast
Northwest

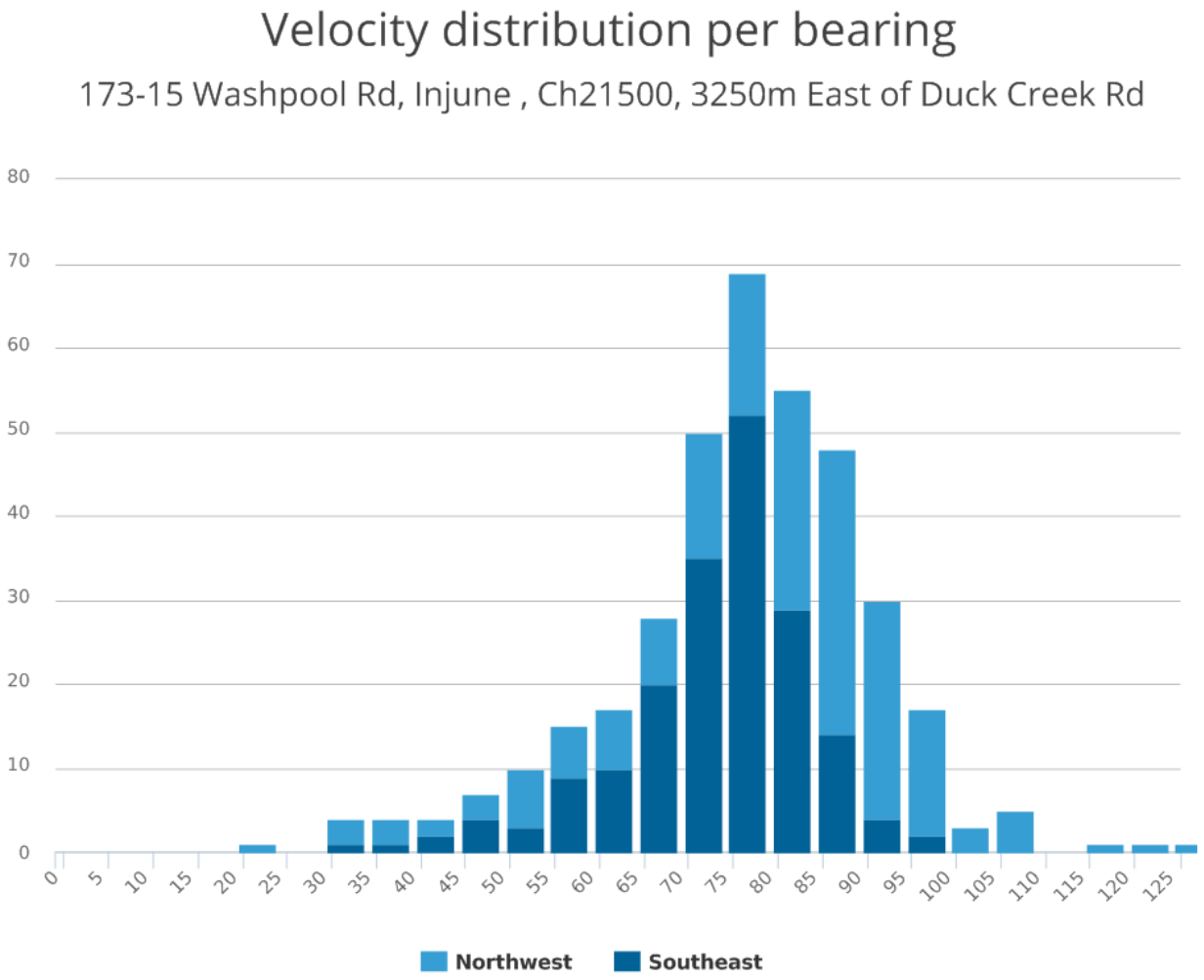
# Type distribution

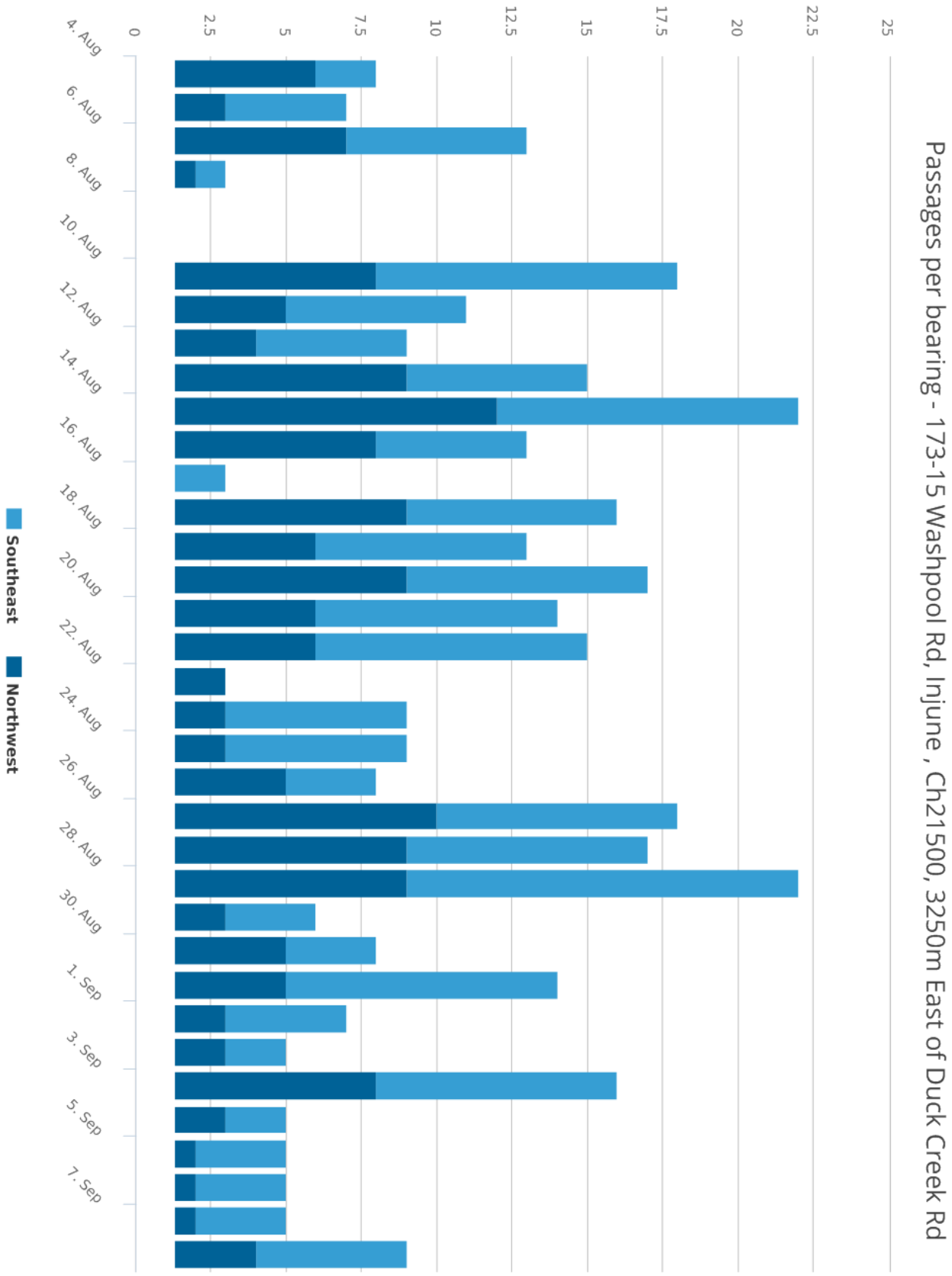
## 173-15 Washpool Rd, Injune , Ch21500, 3250m East of Duck Creek Rd



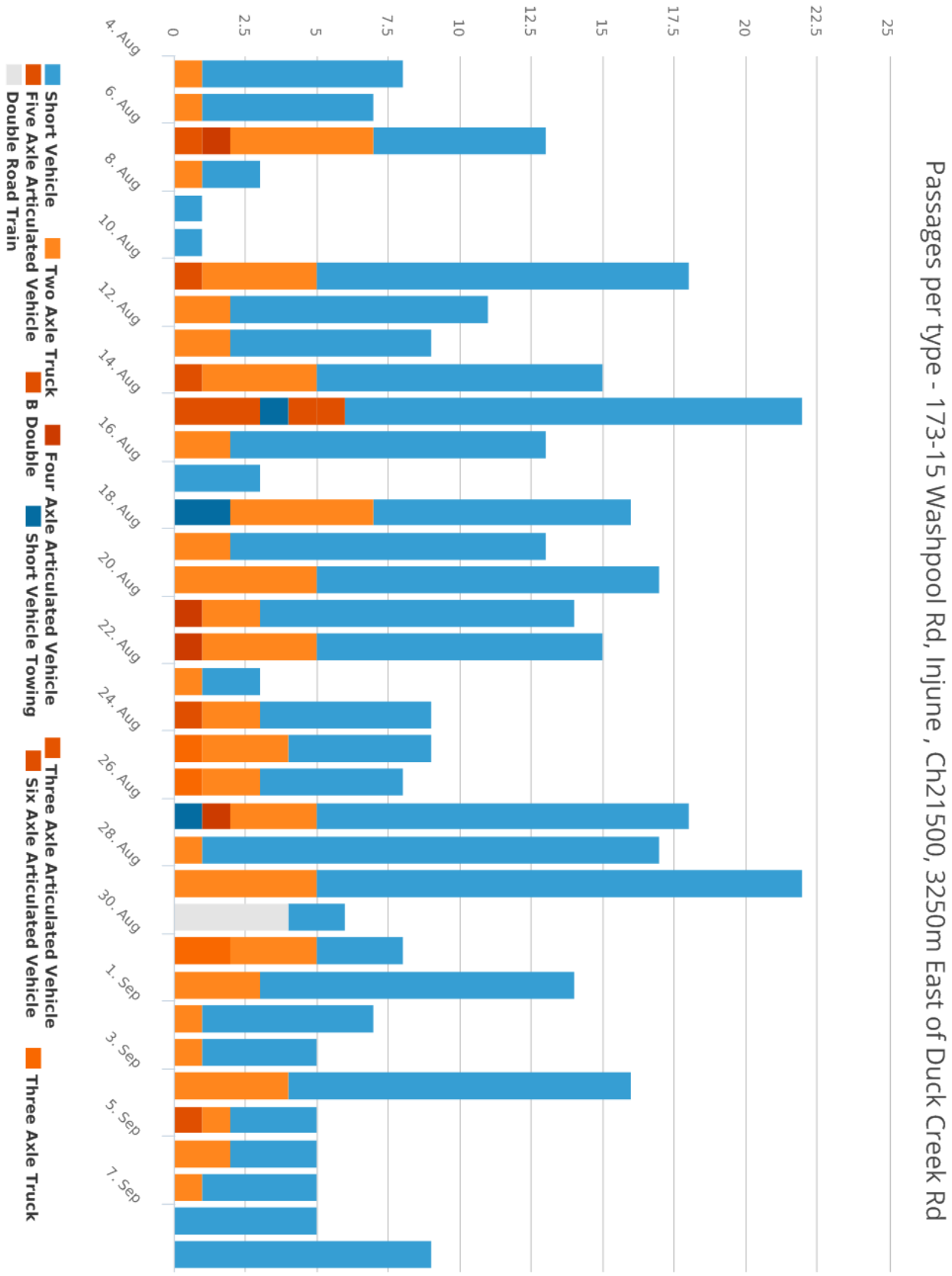



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Velocity distribution per bearing
173-15 Washpool Rd, Injune , Ch21500, 3250m East of Duck Creek Rd
80
70
60
50
40
30
20
10
0
0
5
10
15
20
25
30
35
40
45
50
55
60
65
70
75
80
85
90
95
100
105
110
115
120
125
Northwest
Southeast




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## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 6 October 2020

**Item Number:** 12.2 **File Number:** D20/94666

**SUBJECT HEADING:** Bitumen Road Rehabilitation and Reseal Preparation Works Programs

**Classification:** Open Access

**Officer's Title:** Manager - Procurement & Plant

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**Executive Summary:**
Maranoa Regional Council invited suitably qualified and experienced Spray Bitumen Sealing and Asphalt Contractors under Local Buy contract BUS270 (Road Resurfacing Suppliers) to submit pricing and supporting documentation for the delivery of road surfacing works for the Bitumen Road Rehabilitation Program and the Reseal Preparation Works Program.

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

**Officer's Recommendation:**

1. Select RPQ Spray Seal Pty Ltd as the recommended supplier for VP207939 – Bitumen Road Rehabilitation & Reseal Prep. Works Bitumen Sealing Program.

2. Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with RPQ Spray Seal Pty Ltd, noting the value of $510,612.30, inclusive of GST, for the entire scope of work including provisional items, and form a contract by way of purchase order if the final terms are acceptable.

3. Assign the expenditure to the 2020/21 budget allocation for the capital renewal of the following roads Mt Moffatt Road, Donnybrook Road, Six Mile Road, Surat-Tara Road (86A), Roma Southern Road (3501), Carnarvon Highway (24D), Carnarvon Highway (24E) and Roma-Taroom Road (4397).

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**Individuals or Organisations to which the report applies:**
***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Submissions were obtained from four suppliers:

1. RPQ Spray Seal Pty Ltd
2. Colas Queensland Pty Ltd
3. Austek Asphalt Services Pty Ltd
4. Road Surfaces Group Pty Ltd

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| N/A | N/A |

## Context:

***Why is the matter coming before Council?***

This quotation request is tabled for Council's consideration as the proposed value of the works exceeds $200,000 ex GST.

Council approval is sought prior to forming a contract.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The Quotation request was advertised via Vendor Panel to Pre-Qualified Suppliers of Road, Water, Sewerage & Civil Works, under Local Buy contract BUS270 (Road Resurfacing Suppliers).

The proposed scope of work includes a combination of bitumen surfacing types on:

- Mount Moffatt Road
- Donnybrook Road
- Six Mile Road
- Surat-Tara Road
- Roma Southern Road
- Carnarvon Highway (24D and 24E)
- Roma-Taroom Road

The quotation request opened on Friday 02 October 2020 and closed on Friday 09 October 2020.

Four responses were received in total from the following suppliers.

| Respondent | Price (incl GST) |
|---|---|
| RPQ Spray Seal PTY Ltd | Bitumen Road Rehabilitation Program - $250,090.50<br>Reseal Preparation Works Program - $260,521.80<br>Total - $510,612.30 |
| Colas Queensland Pty Ltd | Bitumen Road Rehabilitation Program - $240,597.50<br>Reseal Preparation Works Program - $358,048.90<br>Total - $598,646.40 |
| Austek Spray Seal Pty Ltd | Bitumen Road Rehabilitation Program - $287,787.50<br>Reseal Preparation Works Program - $325,512.00<br>Total - $613,299.50 |
| Road Surfaces Group Pty Ltd | Bitumen Road Rehabilitation Program - $267,724.20<br>Reseal Preparation Works Program - $461,052.35<br>Total - $728,776.55 |

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

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

The proposed engagement satisfies the requirements of s234 of the *Local Government Regulation* 2012. (Local Buy's panel of panel of suppliers BUS270) is a LGAQ arrangement; therefore, a formal tender process is not required.

**234 Exception for LGA arrangement**

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

(2) An ***LGA arrangement*** is an arrangement that—
(a) has been entered into by—
(i) LGAQ Ltd.; or
*Note—*
See section 287 of the Act.
(ii) a company (the ***associated company***) registered under the Corporations Act, if LGAQ Ltd. is its only shareholder; and
(b) if LGAQ Ltd. or the associated company were a local government, would be either—
(i) a contract with an independent supplier entered into under section 232 by LGAQ Ltd. or the associated company; or
(ii) a contract with an independent supplier entered into under a preferred supplier arrangement under section 233.
(3) An ***independent supplier*** is an entity other than a subsidiary (a ***relevant subsidiary***) of LGAQ Ltd. or the associated company under the Corporations Act.

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

(5) For deciding whether to approve an LGA arrangement under subsection (4), the Minister—
(a) must have regard to the sound contracting principles; and
(b) may ask LGAQ Ltd. or the associated company to give the Minister information or documents relevant to the arrangement.
*Examples of relevant information or documents—*
• information or documents relating to assessment of the relevant subsidiary's suitability to be on the register of pre-qualified suppliers or the tender process for the preferred supplier arrangement
• information or documents relating to the potential impact of the arrangement on local government employees

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

The quote evaluation process was conducted in accordance with Council's Procurement Policy.

## Input into the Report & Recommendation*:*

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

- Manager – Construction
- Manager - Procurement & Plant
- Program Funding & Budget Coordinator - Infrastructure Services

## Funding Bodies*:*

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

The programs are being funded by Council and Transport and Main Roads as indicated in the table below.

| Location | Road Owner | Funding Sources | | | | |
|---|---|---|---|---|---|---|
| | | Council Funded | R2R | TIDS | RoadTek | RMPC |
| Donnybrook | Council | $91,575.00 | | | | |
| Mt Moffatt | Council | | | $93,538.50 | | |
| Six Mile | Council | | $64,977.00 | | | |
| Surat-Tara | TMR | | | | | $28,013.70 |
| Carnarvon 24D&E | TMR | | | | $135,590.40 | |
| Roma Southern | TMR | | | | $81,651.90 | |
| Roma Taroom | TMR | | | | | $15,265.80 |
| Total | **$510,612.30** | **$91,575.00** | **$64,977.00** | **$93,538.50** | **$217,242.30** | **$43,279.50** |

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

The expenditure has been allocated in the 2020/21 budget for capital renewal of the following roads:

- Mt Moffatt Road
- Donnybrook Road
- Six Mile Road
- Surat-Tara Road (86A)
- Roma Southern Road (3501)
- Carnarvon Highway (24D)
- Carnarvon Highway (24E); and
- Roma-Taroom Road (4397).

## Future Years' Budgets:

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

N/A

## Impact on Other Individuals or Interested Parties:

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

N/A

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| N/A | N/A |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council form a contract with RPQ Spray Seal Pty Ltd on the basis of price, previous experience, key personnel and availability.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council:

1. Select RPQ Spray Seal Pty Ltd as the recommended supplier for VP207939 – Bitumen Road Rehabilitation & Reseal Prep. Works Bitumen Sealing Program.
2. Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with RPQ Spray Seal Pty Ltd, noting the value of $510,612.30 inclusive of GST for the entire scope of work including provisional items, and form a contract by way of purchase order if the final terms are acceptable.
3. Assign the expenditure to the 2020/21 budget allocation for the capital renewal of the following roads Mt Moffatt Road, Donnybrook Road, Six Mile Road, Surat-Tara Road (86A), Roma Southern Road (3501), Carnarvon Highway (24D), Carnarvon Highway (24E) and Roma-Taroom Road (4397).

**Link to Corporate Plan:**
Corporate Plan 2018-2023
Strategic Priority 2: Delivering strong financial management
2.4 Procurement and controlling our costs

**Supporting Documentation:**
Nil

**Report authorised by:**
Deputy Director / Strategic Road Management
Deputy Chief Executive Officer/Acting Director Infrastructure Services

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 1 October 2020

**Item Number:** 12.3 **File Number:** D20/93633

**SUBJECT HEADING:** Surat Airport Water Meter Options

**Classification:** Open Access

**Officer's Title:** Manager - Water, Sewerage & Gas

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**Executive Summary:**
At its meeting of 23rd September 2020, Council resolved that a report be brought back to Council on options for the metered standpipe at the Surat Airport (OM/09.2020/89). This included the option of an Avdata system and connecting this meter to the bore.

This report provides those details.

**Officer's Recommendation:**
That Council:

1. Note the contents of this report.

2. Approve the charge out rate of $0.92/kl for the metered standpipe at Surat Airport.

---

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

The local farmers around Surat are the main recipients of water from the water meter at the Surat Airport. They will be impacted by this decision.

### Acronyms:

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

| Acronym | Description |
|---|---|
| N/A | N/A |

### Context:

***Why is the matter coming before Council?***

At its meeting of 23rd September 2020, Council resolved that a report be brought back to Council on options for the metered standpipe at the Surat Airport (OM/09.2020/89). This included the option of an Avdata system there, and connecting this meter to the bore.

This report provides those details.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

There is a metered standpipe at the Surat Airport, used predominantly by crop dusters servicing local farmers around Surat.

In the past this meter was operated on a trust basis, with the crop duster companies recording the usage and letting Council know the volume for on-charging. It was found that this was being abused and so a lock was placed on the meter. The crop duster companies now have to phone the Water / Sewerage Treatment Plant Operator to open the lock and record the usage.

The question was raised whether an Avdata system would be a better option. The installation of an Avdata point costs in the order of $25,000. There are also ongoing administration fees for the management costs.

Looking at the usage from this meter over the past 6 years 2015 - 2020, only 1,443kL was used, an average of 240kL per year. This low usage does not justify the cost of the Avdata system.

In addition the charge out rate for water from the Avdata system is $14.2/kl. This cost will be on-charged to the local farmers. It is recommended that this metered standpipe be charged out at the domestic meter rate of $0.92/kl.

With regards to connecting this meter to be supplied from the bore this is not practical. A bore operates intermittently as demand dictates and in this instance will only operate for a limited period throughout the year. To get this bore to supply water to this meter on demand will require expensive equipment which is not justified for the volume of water used.

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

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

N/A

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

N/A

## Input into the Report & Recommendation*:*

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

N/A

## Funding Bodies*:*

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

N/A

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

The charge rate used for this meter will determine the revenue received.

## Future Years' Budgets:

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

The charge rate used for this meter will determine the revenue received.

## Impact on Other Individuals or Interested Parties:

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

The local farmers around Surat are the main recipients of water from the water meter at the Surat Airport. They will be impacted by this decision. The charge out rate used impacts on their costs.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| N/A | N/A |

## Advice to Council:

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

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

The low usage of this metered standpipe does not justify installing an Avdata system. As this water is used predominantly for local farmer around Surat, it is recommended that the water be charged at the rate of a domestic meter rather than a standpipe.

To supply this meter from the bore will require a connection from the bore as well as expensive equipment. This cost is not justified for the low volume of water used.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

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

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

That Council:

1. Note the contents of this report
2. Approve the charge out rate of $0.92/kl for the metered standpipe at Surat Airport.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 1: Getting the basics right
1.1 Water

## Supporting Documentation:

Nil

## Report authorised by:

Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 28 July 2020

**Item Number:** 12.4 **File Number:** D20/72605

**SUBJECT HEADING:** Maintenance Schedule for Campbell's Park

**Classification:** Open Access

**Officer's Title:** Manager - Maintenance Delivery & Works

### Executive Summary:

This report provides information in regards to the history of maintenance activities undertaken since 2006 within the area known as "Campbell's Park". The report also provides estimated costings for the proposed one off maintenance delivery to make the area more presentable to the community and travelling public and associated costings for budget deliberations for future maintenance schedules into the future.

### Officer's Recommendation:

That Council undertake a maintenance delivery schedule to bring the area known as "Campbell's Park" to a presentable standard for community access and the travelling public with the vision of a future ongoing maintenance schedule to maintain the area known as "Campbell's Park" through a budget deliberation.

### Individuals or Organisations to which the report applies:

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

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

Nil

### Acronyms:

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

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

| Acronym | Description |
|---|---|
| MRC | Maranoa Regional Council |

### Context:

***Why is the matter coming before Council?***

To provide costings for a once only maintenance delivery and future ongoing maintenance delivery to the area of land previously referred to as Campbell's Park.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

The area previously known as "Campbell's Park" is set on a State Government road reserve which was a designated roadside rest area.

The State Government discontinued the site as a designated roadside stopping place around 2005/2006. It is now only an access road (and no longer a park), and as a result there are no bins, BBQs, toilets or playground equipment provided. Council currently undertakes slashing of the grass on each side of the access road (the area slashed is approximately 3-4m wide) a couple of times of year.

As a comparison the following costings are provided as a reference for the 2019/20, 2018/19, 2017/18 & 2016/17 delivery periods to Roma's Parks and Open Spaces.

| | | | | |
|---|---|---|---|---|
| Parks & Gardens Maintenance Roma Adungadoo Pathway | 43,063.32 | 33,095.15 | 48,084.79 | 97,124.24 |
| Parks & Gardens Maintenance Roma Apex Park | 43,067.66 | 25,006.31 | 25,841.45 | 28,820.70 |

| | **2019/20** | **2018/19** | **2017/18** | **2016/17** |
|---|---|---|---|---|
| Tourism Centre Mtce Roma Big Rig Parkland Park & Garden Maintenance | 5,832.27 | 79,881.37 | 182,978.84 | 109,524.84 |
| Parks & Gardens Maintenance Roma Big Rig Parkland | 114,096.27 | 82,691.13 | 51,826.88 | 1,517.32 |
| Clearview Rise Park Maintenance | 8,558.43 | 0.00 | 0.00 | 0.00 |
| Roma Dog Off Leash Park | 1,170.68 | 0.00 | 0.00 | 0.00 |
| Parks & Gardens Maintenance Roma Hospital Park | 18,673.04 | 29,271.72 | 23,760.39 | 16,275.59 |
| Parks & Gardens Maintenance Roma Railway Dam | 5,148.47 | 4,737.40 | 829.70 | 0.00 |
| Parks & Gardens Maintenance Roma Lions Park | 17,983.04 | 16,112.88 | 14,326.24 | 23,907.54 |
| Parks & Gardens Maintenance Roma McGrath Park | 763.01 | 209.73 | 1,970.73 | 5,114.99 |
| Parks & Gardens Maintenance Roma Southside Park | 15,226.80 | 11,478.18 | 7,044.10 | 4,710.76 |
| Parks & Gardens Maintenance Roma Shadys Lagoon | 12,768.93 | 20,305.84 | 23,577.93 | 22,387.72 |
| Parks & Gardens Maintenance Roma Skate Park | 3,224.18 | 5,213.50 | 2,980.08 | 2,436.10 |

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

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

Nil

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

N/a

## Input into the Report & Recommendation*:*

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

Team Coordinator – Roma Parks & Gardens / Regional Horticulturist

## Funding Bodies*:*

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

N/a

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

$8,918.00 - Unallocated - Cleanup of Campbell's Park (once only)

## Future Years' Budgets:

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

$22,745.00 – Unallocated – Ongoing maintenance delivery schedule based on current infrastructure within the area known as "Campbell's Park".

## Impact on Other Individuals or Interested Parties:

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

The Roma Community and traveling public.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| N/a | N/a |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

To undertake a maintenance delivery schedule to bring the area known as "Campbell's Park" to a presentable standard for community and the travelling public access with the vision of a future ongoing maintenance schedule to maintain the area known as "Campbell's Park" through a budget deliberation.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

That Council undertake a maintenance delivery schedule to bring the area known as "Campbell's Park" to a presentable standard for community and the travelling public access with the vision of a future ongoing maintenance schedule to maintain the area known as "Campbell's Park" through a budget deliberation.

## Link to Operational Plan Function:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.8 Town planning

## Supporting Documentation:

Nil.

## Report authorised by:

Deputy Director / Strategic Road Management
Deputy Chief Executive Officer/Acting Director Infrastructure Services

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 30 September 2020

**Item Number:** 13.1 **File Number:** D20/93564

**SUBJECT HEADING:** Tender - Denise Spencer Pool Roma

**Classification:** Open Access

**Officer's Title:** Facility Lease Management & Housing Officer / Team Coordinator

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**Executive Summary:**
Council has received a letter of resignation from the Denise Spencer Pool Manager Stacey Robertson giving a completion date of 14 December 2020.

**Officer's Recommendation:**
That Council:

1. Acknowledge the letter of resignation received from the contract manager of the Denise Spencer Pool, Stacey Robertson, giving a completion date of 14 December 2020.

2. Call for tenders to manage and operate the Denise Spencer Pool Roma.

---

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Stacey Robertson – Manager Denise Spencer Pool
Maranoa Community members

### Acronyms:

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

| Acronym | Description |
|---|---|
| Nil | Nil |

### Context:

***Why is the matter coming before Council?***

Council has received a letter of resignation from the Denise Spencer Pool Manager Stacey Robertson giving three months' notice with a completion date of 14 December 2020.

### Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

As background, Stacey Robertson commenced as manager of the Denise Spencer Pool Roma on 12 December 2014 after the resignation of the previous Pool Manager, Andrew Bow.

This initial agreement expired on the 12 June 2015 after which the management tender was called and M/s Robertson being the successful applicant entered into an agreement with Council on the 1 September 2015. The current management agreement does not expire until the 31 August 2021.

The Denise Spencer Pool in Roma currently operates under the following hours and entry fees:

***Roma Pool Opening Hours being:***

| | |
|---|---|
| Monday | 5.00am – 8.00am and 10.00am – 6.30pm |
| Tuesday | 5.00am – 8.00am and 10.00am – 6.30pm |
| Wednesday | 5.00am – 8.00am and 10.00am – 6.30pm |
| Thursday | 5.00am – 8.00am and 10.00am – 5.30pm |
| Friday | 5.00am – 8.00am and 10.00am – 6.30pm |
| Saturday | 10.am – 6.00pm |
| Sunday | 10.am – 6.00pm |

**Entry fees:**

- Adult - $4.00
- Child - $2.50
- Pensioner - $2.00
- Spectator - $1.00
- 10 Entry Pass - $36.00 (cost of single adult entry x 9)
- Single Season Pass - $200.00
- Double/Family Season Pass - $400.00

Due to the value of the contract, Council is legally required to invites tenders.

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

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

Nil

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil

## Input into the Report & Recommendation*:*

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

Manager – Facilities (Land, Buildings & Structures)
Facilities – Maintenance Officer/ Team Coordinator

## Funding Bodies*:*

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Nil

## Future Years' Budgets:

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

Nil

## Impact on Other Individuals or Interested Parties:

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

Maranoa Community Members

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Nil | Nil |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

For Council to call for tenders as soon as possible to manage and operate the Denise Spencer Pool, so the general public is not inconvenienced by the pool managers resignation.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council:

1. Acknowledge the letter of resignation received from the contract manager of the Denise Spencer Pool, Stacey Robertson, giving a completion date of 14 December 2020.

2. Call for tenders to manage and operate the Denise Spencer Pool Roma.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.10 Facilities

## Supporting Documentation:

Nil.

## Report authorised by:

Manager - Facilities (Land, Buildings & Structures)
Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 30 September 2020

**Item Number:** 13.2 **File Number:** D20/93346

**SUBJECT HEADING:** School Holiday Program - Request to apply for sponsorship

**Classification:** Open Access

**Officer's Title:** Regional Events Attraction / Local Development

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**Executive Summary:**
Each year Council's Local Development and Events team plan and facilitate two regional school holiday programs: one during winter and the other during summer.

In considering feedback received through a community survey, the Local Development and Events team would like to incorporate some new activities that will engage a wider range of participants, namely teenage boys.

With the current budget, however, activity options are limited and therefore the Local Development and Events team would like to ask Council's permission to submit a sponsorship application to Santos to support a major regional event.

**Officer's Recommendation:**
That Council:

1. Submit a sponsorship application under Santos Sponsorship Program, to support a major regional event as part of the 2020/2021 Summer School Holiday Program.

2. Authorise the Chief Executive Officer, or delegate, to sign the funding application, and funding agreement if applicable.

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### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision-making).

School aged children throughout the Maranoa (5 – 18 years).

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| Nil | **Nil** |

## Context:

***Why is the matter coming before Council?***

The Local Development and Events team would like to engage a Sunshine Coast based company, that specialises in obstacle course hire – Terrain Training, to bring a Ninja Warrior Course type activity to Roma for the 2020/2021 Summer School Holiday Program. The activity will be available for all ages from 5 – 18 years over 2 days, with sessions for different age groups (e.g. 5 – 8yrs, 8 – 12yrs, 12 – 18yrs). Local Development Officers from surrounding towns will bus participants to Roma to enable children from across the whole region to join in the fun.

As the activity comes at a significant cost ($12,200 + GST), the Local Development and Events team are seeking permission from Council to submit a sponsorship application to Santos to help cover the costs of the activity.

It is suggested that Council ask Santos for $3000 sponsorship and in return include the Santos logo on all advertisements and flyers for the event. The activity will be advertised regionally as a standalone event, in conjunction with the School Holiday Program.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

In exploring options for funding to enable the activity to take place, a conversation has taken place with Katrina Marsh (Team Leader – Roma Regional) from Santos, who suggested Council submit a sponsorship application. It was noted, the Santos sponsorship program spans across a calendar year, January - December. Given we are now in October, funds may be limited.

The application will not be assessed until after the 31 October 2020.

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

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

N/A

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

N/A

## Input into the Report & Recommendation*:*

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

A similar activity has previously been conducted by Terrain Training in the Dalby region, with feedback sought from Western Downs Regional Council. Western Downs Regional Council staff who were involved in the activity, noted Terrain Training were very professional and engaging and the activity was well received.

## Funding Bodies*:*

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

Santos Sponsorship Program

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

The annual School Holiday Program budget is $30,000 which covers both Summer and Winter activities.

## Future Years' Budgets:

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

N/A

## Impact on Other Individuals or Interested Parties:

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

N/A

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Not approving the request | • With current budget limitations, the Local Development and Events team may not be able to facilitate the activity.<br>• Youth across the Maranoa will miss out on an opportunity to participate in a unique and exciting activity that has the potential to produce many benefits. |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

This is a great opportunity for Council to provide a sizeable, free community event, that would not normally be offered. Targeted at school aged children across the region, it will provide an opportunity for youths to not only try something new but will facilitate social cohesion and connection and encourage physical exercise and outdoor play in a safe and inspiring environment.

There isn't an activity of this kind, currently offered in the region. Additionally, the proposed activity was strongly supported in the recent community school holiday program survey conducted.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

## Officer's Recommendation:

That Council:

1. Submit a sponsorship application under Santos Sponsorship Program, to support a major regional event as part of the 2020/2021 Summer School Holiday Program.

2. Authorise the Chief Executive Officer, or delegate, to sign the funding application, and funding agreement if applicable.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.12 Local development and events
4.10.5 Identify and implement approved Council or joint projects to preserve our heritage and local history for current and future generations, identifying opportunities to secure external funding and support.

## Supporting Documentation:

Nil.

## Report authorised by:

Manager - Economic & Community Development
Deputy Chief Executive Officer/Acting Director Infrastructure Services

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 23 September 2020

**Item Number:** 13.3 **File Number:** D20/91117

**SUBJECT HEADING:** Application for Funding - Foundation for Rural and Regional Renewal

**Classification:** Open Access

**Officer's Title:** Regional Events Attraction / Local Development

**Executive Summary:**
Maranoa Regional Council is eligible to submit projects for funding to the value of $20,000 under the Foundations for Rural and Regional Renewal Program, Tackling Tough Times Together grant. It is requested that Council submit a grant application to deliver activities for the 2021 Youth Week program that will support opportunities for social and educational participation. Included activities will enable youth in the region to access quality learning experiences outside of the school learning environment that will dually support social interaction and skill development. Specific details at the time of submitting this report are yet to be determined, however, it is envisaged that the program be delivered regionally with a facilitator travelling to multiple towns to engage maximum youth participation.

**Officer's Recommendation:**
That Council:

1. Submit an application for funding under the Foundation for Rural and Regional Renewal organisations Tackling Tough Times Together program
2. Authorise the Chief Executive Officer, or delegate, to sign the funding application, and funding agreement if successful.

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Youth of the Maranoa.

### Acronyms:

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

| Acronym | Description |
|---|---|
| FRRR | Foundations for Rural and Regional Renewal |
| TTTT | Tackling Tough Times Together |

## Context:

***Why is the matter coming before Council?***

A grant opportunity has been identified through the Foundation for Rural and Regional Renewal organisations' Tackling Tough Times Together program. This funding is aimed at supporting opportunities for social and educational participation and addresses disadvantage caused by the drought, for children and young people. The primary focus is to support lifelong learning, education and training by providing access to quality learning experiences outside of school learning environments that youth in drought affected areas may not normally have access to.

This report seeks Councils approval to apply for this grant.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

The Tackling Tough Times Together (TTTT) program gives drought-affected communities across rural, regional and remote Australia the opportunity to access funds that benefit their immediate and long-term needs. Grants are available for grassroots, community-led initiatives that directly benefit local communities, with the objective of the program being to help drought-affected communities.

Applications received must address at least one of the following program objectives:

1. Reduce social isolation by facilitating strong social cohesion and connection;
2. Support and engage the community in leadership development and skills training;
3. Support opportunities for social and educational participation and address disadvantage caused by the drought, for children and young people;
4. Reduce volunteer fatigue and build the capacity, capability and sustainability of local not-for-profit organisations to provide support to their communities, particularly where they are playing an increased role during the drought; and
5. Support local economic recovery or renewal through projects that stimulate economic activity and cash-flow within communities.

TTTT applications are accepted on ongoing basis and assessed quarterly. To be considered in the next assessment round, applications must be received by 5pm AEDT, Thursday 22 October 2020 with outcomes announced late February 2021.

This grant has been identified by the Local Development team, to assist with the delivery of Council's 2021 Youth Week program. Essentially it is aimed at enabling opportunity for youth to socially interact whilst also engage in skill development activities that may not normally be offered locally. At the time of report submission, both accredited and non-accredited short courses that can be delivered regionally through TAFE Queensland are being investigated with some examples being: photography, digital media, barista etc. Additionally, a 'trade taster program' may be an option.

Further discussions will take place with local schools, TAFE Queensland and other tertiary institutions to determine exactly what the program will look like (which is largely dependent on availability and costs).

It is envisaged activities will be run over 1 – 2 days per town and co-inside with the April school holidays.

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

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

Applications will need to be compliant with the program guidelines outlined in the funding application.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

n/a

## Input into the Report & Recommendation*:*

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

Ed Sims - Manager, Economic and Development
Cindy Irwin - Program Funding & Budget Coordinator – aware of the possible application submission if approved by Council

## Funding Bodies*:*

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

Foundations for Rural and Regional Renewal.

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

No impact expected on the 2020/2021 budget. Project is planned to be fully funded.

## Future Years' Budgets:

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

No impact expected on the 2020/21 budget. Project is planned to be fully funded.

## Impact on Other Individuals or Interested Parties:

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

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Budget over-run | There is a risk that if project/s run over budget, Council will have to make up the shortfall from the 2020/21 budget. This risk is mitigated by including contingencies in the proposed project costings. |
| | |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is recommended that Council apply for the funding to enable an additional regional activity that provides opportunity for youth to engage in skill development activities that will be of social and educational benefit. As Council already coordinates a Youth Week program, this additional funding will allow the program to be extended with additional activities.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

## Officer's Recommendation:

That Council:

3. Submit an application for funding under the Foundation for Rural and Regional Renewal organisations Tackling Tough Times Together program

4. Authorise the Chief Executive Officer, or delegate, to sign the funding application, and funding agreement if successful.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.12 Local development and events
2.1.1 Consider both the short-term and longer term financial impacts of Council's policy development and decisions, on behalf of current and future residents.

**Supporting Documentation:**

*1*⇩ FRRR - TTTT program - Grant application Guidelines D20/91116



**Report authorised by:**

Manager - Economic & Community Development
Deputy Chief Executive Officer/Acting Director Infrastructure Services

# PROGRAM GUIDELINES & APPLICATION TOOLKIT

## Tackling Tough Times Together

Opens 28 August 2020 – closes 5pm AEDT 22 October 2020

## Aim of the Program

The Tackling Tough Times Together (TTTT) program gives drought-affected communities across rural, regional and remote Australia the opportunity to access funds that benefit their immediate and long-term needs. Grants are available for grassroots, community-led initiatives that directly benefit local communities.

The objectives of the program are to:

1. **Reduce social isolation** by facilitating strong social cohesion and connection;
2. Support and engage the community in **leadership development and skills training**;
3. Support opportunities for **social and educational participation and address disadvantage** caused by the drought, for children and young people;
4. **Reduce volunteer fatigue and build the capacity**, capability and sustainability of local not-for-profit organisations to provide support to their communities, particularly where they are playing an increased role during the drought; and
5. Support **local economic recovery or renewal** through projects that stimulate economic activity and cash-flow within communities.

The TTTT program accepts applications any time. To be considered in the next assessment round, applications must be received by **5pm AEDT, Thursday 22 October 2020.** NOTE: the $150,000 tier involves a two-stage process, with a full application due **by 5pm AEDT, Thursday 10 September 2020.** Additional information requested is then submitted by the round closing date. Outcomes will be announced late February 2021.

## Organisational Eligibility

### Who can apply?

- Not-for-profit community-based organisations from communities across rural, regional and remote Australia where funds support projects and activities that offer clear public benefit (i.e. are for a charitable purpose) and address a need in the community (see *What Can be Funded* below); and
- Organisations with an ABN or Incorporation Certificate; and
- Organisations with and without DGR endorsement; and
- An organisation is eligible to submit one application per grant round.

FRRR considers all eligible applications on their merit. Due to the volume of applications received, applications are assessed based on the documentation received at the time of application.
**NOTE: FRRR is unlikely to follow up missing documentation after applications have been submitted.**

Projects funded in this round should be undertaken between **March 2021 and September 2022.** Projects cannot be funded retrospectively.

### Priorities

**Applications are welcome from any eligible organisation for any eligible purpose; however, the following applications will be prioritised:**

- Projects initiated and delivered by local community groups;
- Organisations that do not have Deductible Gift Recipient (DGR) Tax status.

### Who can't apply?

- Individuals, private or commercial businesses are ineligible;
- Projects that support core business and areas of responsibility of Federal, State and Local Governments are ineligible.

If you have any questions about your organisation's eligibility, please call FRRR on 1800 170 020.

## Project Eligibility

### What can be funded?

Applications must clearly demonstrate a focus on **one** project activity area from FRRR's Project Activity Tree:

1. **Building Community Resilience**
2. **Developing Organisational Resilience and Capacity**
3. **Enhancing Environmental Sustainability**
4. **Fostering Cultural Vibrancy**
5. **Lifelong Education and Training**
6. **Economic Strength**
7. **Improving Community Health and Social Wellbeing**

Visit the Tackling Tough Times Together webpage for examples of what can be funded in each activity area. These are indicative only of the types of projects that can be supported. Applicants are encouraged to ensure project applications suit their local community's needs, priorities and interests.

### This program funds a broad range of initiatives and purposes, including:

- Delivering activities, programs and services;
- Purchasing or hiring equipment and materials;
- Community infrastructure projects;
- Art, drama and creative expression projects to assist people to creatively express their experiences, which are otherwise limited due to the drought;
- Experiences for school children such as camps that connect young people and provide an opportunity to have fun with other young people off-farm.

Operational and administrative costs associated with your project will be considered. This could include wages, paying a skilled contractor, or paying for overhead costs incurred in the project's delivery.

### What can't be funded?

- Ongoing core organisational operational costs (e.g. rent, utilities, regular wages, loan repayments);
- The encouragement or advancement of sport, recreation and social activities are not considered charitable activities under Australian law. Applications from sporting organisations need to clearly demonstrate charitable outcomes and benefit to the wider community that are above and beyond the sporting activities of the club;
- Overseas travel and overseas projects;
- Prizes, gifts, trophies or awards;
- Projects that have already occurred or will occur before the grant is confirmed;
- Political lobbying;
- Projects solely focused on animal welfare cannot be considered;
- Projects that are for private benefit or which are the core responsibility of Government.

**It is important to note that applications will be considered ineligible if the:**

- Application is submitted without required financial documentation;
- Application is submitted by an organisation that is not a legal entity, without the written consent of the governing / auspicing body who holds the ABN / Incorporation number (e.g. local branches, committees of management, non-legal partners)
- Final report/s from any FRRR grant program from the previous seven years has not been acquitted (auspiced organisations should check with your head organisation to see if there are any outstanding final reports owed to FRRR);
- Application is not for charitable purposes, i.e. is for private benefit or is the core responsibility of Government);
- Application is for a project or activity that has already occurred / is occurring;
- Application is incomplete.

## Funding Available

There are three tiers of grants available:

- Up to $20,000;
- Up to $60,000;
  Up to $150,000 – The $150,000 tier involves a two-stage process, with a full application due **by 5pm AEDT, Thursday 10 September 2020.** Additional information requested is then submitted by the round closing date.
  **Applicants must speak with the TTTT team to discuss their project before applying.**

**NOTE:** Multi-year projects are no longer available in the up to $150,000 tier. As a result, **projects across all funding tiers are to be finalised within 18 months of approval** (March 2021 to September 2022).

The schedule below shows the assessment timeframes for 2020/2021 which should be considered depending on when your project funding is required.

| Tackling Tough Times Together Schedule 2020/2021 | | |
|---|---|---|
| **Round** | **Outcomes Advised** | **Applications for $150K tier must be received by:** |
| **Round 19** | Late February 2021 for applications received by 5pm AEDT, Thursday 22 October 2020 | 5pm AEDT, Thursday 10 September 2020 |
| **Round 20** | Late May 2021 for applications received by 5pm AEDT, Thursday 25 February 2021. | 5pm AEDT, Tuesday 15 December 2020. |
| **Round 21** | Late August 2021 for applications received by 5pm AEDT, Monday 24 May 2021. | 5pm AEDT, Tuesday, 13 April 2021. |
| **Round 22** | Late November 2021 for applications received by 5pm AEST, Tuesday, 24 August 2021. | 5pm AEST, Thursday, 12 August 2021. |

## FRRR Assessment Considerations

Please read the table below to support the planning and preparation of your project. A printable copy of the application is available here. Please call FRRR should you have any questions about this table or the application form.

| What we request from you | Why FRRR requests this information |
|---|---|
| **Clear Project Information**<br>A clear description of exactly **what** the grant funds will be used for, **when** and **where** the project will happen, **who** will benefit and **who** will be involved in delivering the project, **why** the project and grant funds are needed, **how** funds will be spent and **how** the activities and success of the project will be recorded, evaluated and shared.<br>Where possible, also indicate that your community is ready to deliver the project and if required, can support the initiative ongoing i.e.: awareness of need is widespread, appropriate leadership, resources, skills and knowledge exist in the community. | FRRR needs to clearly understand your project to assess its merits. Applicants should focus on addressing the what, when, where, who, why and how of the project, as this is the best formula to clearly communicate the details of the project.<br>A ready community is best placed to achieve the aims of your project, so during assessment, our staff look for information that tells us that good leadership, skills and awareness exist in your community to support the project now and in the future. |
| **Project Budget**<br>A project budget that clearly shows the items that FRRR grant funds will be used for and shows all income and expenses related to your project.<br>Budgets should be realistic and must add up.<br>Applicant contributions in cash or in-kind are highly regarded and quotes or detailed rationale for items over $1,000 are required, where possible. Note: FRRR suggests costing unskilled volunteer labour at $41.00 per hour. | A clear budget helps FRRR to understand the size of your project, exactly how FRRR funds will be spent and helps demonstrate community support for your project through in-kind contributions either from your organisation or partners / community members.<br>For more info on costing volunteer labour, visit: https://www.fundingcentre.com.au/help/valuing-volunteer-labour |
| **Organisational Financials of the ABN/Incorporation number holder**<br>**For organisations that have audited financials:**<br>Attach the most recent annual audited statements.<br>**For organisations that do not have audited financials:**<br>Attach most recent 12 months Income and Expenditure Statement. If you have a Balance Sheet, please also submit.<br>**For organisations less than one year old:**<br>Provide bank statements for the period you have been operating.<br>➢ If financial documents are over 18 months old, provide an explanation as to why the organisation does not have more recent documents.<br>➢ Explain any deficits and steps to sustain the organisation financially.<br>➢ Provide a brief explanation of any large financial surplus or current assets and reasons why FRRR funds are still required. | FRRR uses this information to understand your organisation's ability to manage the grant funds, and its financial viability.<br>Bank Statements are only acceptable as financial documentation if your organisation has been operating for less than one year.<br>Please contact us if you cannot provide required financials or you are unsure about what to provide.<br>**Applications received without the requested financial information are ineligible.** |
| **Supporting Materials**<br>Supporting materials such as letters of support, community plans, survey results, photographs, media clips and research reports that can show the wider community support and partnerships involved in the project. | FRRR seeks to fund projects that are well-supported by the broader local community, are locally led and delivered, show good partnerships and benefit multiple parts of the community. As FRRR is not always familiar with your community, our staff consider support material as evidence toward understanding level of community need, benefit and support. |

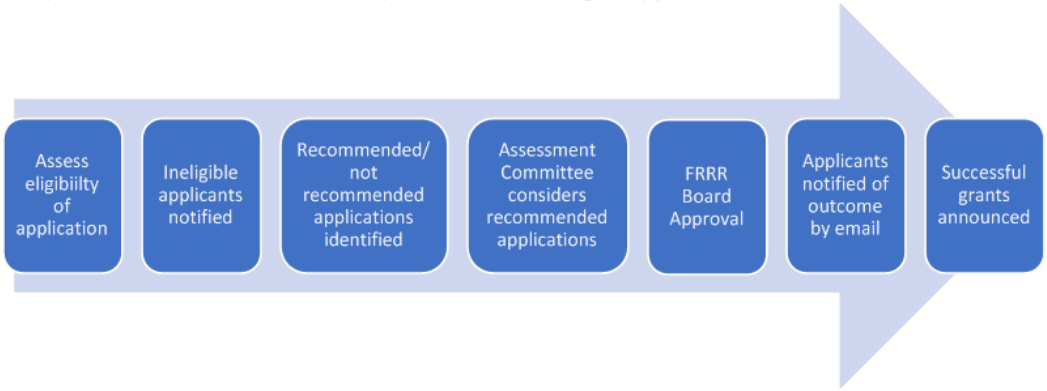
## Application Checklist

Before you submit your application, please ensure that all items below have been addressed. If you need assistance with any of the items in this list, please contact FRRR.

| QUESTIONS | CHECK |
|---|---|
| Is your organisation and project eligible? | |
| Has the Project Activity Area (see page 2) been identified? | |
| If your project involves building, modifying or upgrading facilities or public spaces, do you have the required Council permits and permission from the owners of the land or building? | |
| Have any outstanding FRRR grant acquittals been submitted? | |
| Have you attached the required financial information? If your organisation does not have an ABN / Incorporation number, have you provided the financials of the legal entity on this application? | |
| For organisations who do not have an ABN / Incorporation number, have you provided a letter of support for your application from the legal entity listed on this application with an ABN / Incorporation number? | |
| Does the project include working with children? If so, does your organisation have relevant working with children policies in place? | |
| Have you attached quotes or provided clear rationale for goods and services over $1,000? | |
| Have you attached support materials? | |
| Have you answered all the questions in the application form? | |

## FRRR Grant Application Assessment Process

The process below outlines the FRRR process for assessing all applications.




All eligible applicants will be notified of the outcome of their application by email within 12 weeks of the closing date.

## How to Apply

### FRRR accepts applications via its online application portal, Grants Gateway.

If you have questions about your project, are unable to apply online, or experience any problems in using Grants Gateway, please contact us on freecall 1800 170 020 or email info@frrr.org.au.

Click here to apply.

**To return to your application once started**, you will need to use the application link that is automatically generated by the system and emailed to your nominated Grants Gateway user email account – you will only be able to access your application by using that link, or the Return to your Applications link from the Tackling Tough Times Together web page.

## Our Donor Partners

FRRR's Tackling Tough Times Together program is collaboratively funded through a range of valued partnerships. This round, the Tackling Tough Times Together is generously supported by:

| | |
|---|---|
| • Australian Government | • Pratt Foundation |
| • Friends of FRRR | • Stockland CARE Foundation |
| • Henroth Group | • The Snow Foundation |
| • Paul Ramsay Foundation | • Tim Fairfax Family Foundation |
| • The Randell Foundation | |

## Contact Us

If you have any questions about the Tackling Tough Times Together program, please call FRRR on freecall 1800 170 020 or email toughtimes@frrr.org.au.

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 22 September 2020

**Item Number:** 13.4 **File Number:** D20/90811

**SUBJECT HEADING:** Bassett Park - Race Horse Trainers Agreement

**Classification:** Open Access

**Officer's Title:** Facility Lease Management & Housing Officer / Team Coordinator

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**Executive Summary:**
Council is asked to consider entering into a formal agreement with Joe Halpin for the use of the Racetrack at Bassett Park.

**Officer's Recommendation:**
That Council:-

1. Enter into a non- exclusive User Agreement with Racehorse Trainer Joseph Halpin for a period of three (3) years for the use of the track and relevant facilities at Bassett Park.
2. Authorise the Chief Executive Officer (CEO), or delegate, to finalise and execute the agreement and any other associated documentation.

---

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Joseph Halpin

### Acronyms:

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

| Acronym | Description |
|---|---|
| Nil | Nil |

### Context:

***Why is the matter coming before Council?***

Joseph Halpin has applied to Qld Racing and has been granted a licence to train racehorses at Bassett Park.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

Council holds 11 current trainer agreements for the use of the track and the facilities at Bassett Park Roma. As more people are starting to gain their trainers licence and use this area, it is imperative that users enter into an agreement with Council to understand what their responsibilities are in regard to the use of Bassett Park, the stables and the race track area.

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

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

Nil

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil

## Input into the Report & Recommendation*:*

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

Race Horse Trainers
Manager – Facilities (Land Buildings & Structures)
Bassett Park Worker/Team Leader

## Funding Bodies*:*

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Revenue for Bassett Park –

- $11.00 per horse per week old stalls
- $22.00 per horse per week new stalls
- $9.00 per horse per week for track fees

## Future Years' Budgets:

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

Figures are increased as per annual fees and charges

## Impact on Other Individuals or Interested Parties:

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

Users of Bassett Park

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Nil | Nil |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council enter into an agreement with all racehorse trainers who currently use the Bassett Park venue to train their horses.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council:-

1. Enter into a non- exclusive User Agreement with Racehorse Trainer Joseph Halpin for a period of three (3) years for the use of the track and relevant facilities at Bassett Park.

2. Authorise the Chief Executive Officer (CEO), or delegate, to finalise and execute the agreement and any other associated documentation.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.10 Facilities

**Supporting Documentation:**

*1*⇩ Bassett Park User Agreement - Racehorse Trainers (Draft) D16/102691

**Report authorised by:**

Manager - Facilities (Land, Buildings & Structures)
Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

# BASSETT PARK

## Racehorse Trainers

## User Agreement

108423:7253290_1

# 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 REPORTING

Hirer must provide a condition report to Council in respect of the Venue and Facilities in as required pursuant to Item 11 of Schedule 1 (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 aide or the risk of injury to a worker or any other person at the Venue.

(d) 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.

(e) 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.

(f) 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**<br>Responsible Person: Facility Lease Agreements<br>Phone: 1300 007 662<br>Email: council@maranoa.qld.gov.au<br>Address: P O Box 42 Mitchell Q 4465 |
| Item 2 | **Hirer** | **Trainer**<br>Responsible Person:<br>Phone:<br>Email:<br>Address: |
| Item 3 | **Venue** | Bassett Park Show Grounds (Lot 1 on RP 173063 & Lot 7 on RP 173059) |
| Item 4 | **Facilities** | Stables, Track, Equine Pool, Roll Yards, Day Yards, Wash Down Bay |
| Item 5 | **Permitted Use** | Preparing and training of horses. |
| Item 6 | **Licence Type** | ~~Exclusive~~ /Non-Exclusive |
| Item 7 | **Term** | 3 years |
| Item 8 | **Access Times** | Daily<br>• Track times are restricted to 4am – 9am |
| Item 9 | **Hire Fee** | Council's 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** | Notify Coordinator of Bassett Park of any damage, malfunction or required maintenance including any damage to the fixtures, fittings, plant, equipment or chattels within 24 hours of detecting an issue. |
| Item 12 | **Safety Reporting** | Any safety Incident or Accident must be reported to Council immediately. |
| Item 13 | **Insurance** | Public Liability - $20,000,000.00 (on a 'claims occurring basis') |
| Item 14 | **Outgoings** | • Council shall be responsible for water and electricity at the premises.<br>• Water and electricity is a major cost item for Council and the usage of both is to be monitored carefully. |
| Item 15 | **Hirer Responsibilities** | • Insurance – property and public liability.<br>• All Persons using the track and /or facilities are deemed to have read these rules and have agreed to be bound by them.<br>• Must be registered with Racing Queensland and hold a current License, proof of this licence may be requested.<br>• Verbal or physical abuse of Maranoa Council staff will not be tolerated. Eviction of persons and horses from the grounds may occur if this should happen.<br>• Trainer/Owners must ensure riders are of a capable |

standard to handle the horse they are riding each time.

- Training of horses must be done during the allotted times 4am – 9am, permission must be sought to use track out of nominated track hours.
- Trainers or Owner Trainers are not permitted to use track or associated facilities if the account has been placed on **'Stop Credit'** as per Councils Debt Recovery Policy. If Accounts are placed on stop credit, Invoices will be forwarded to Queensland Racing.
- All Trainers/Owners must report any accident or incident and must complete the Incident Report Forms available from the Coordinator Bassett Park.
- Understanding the limited number of riders available in the region, vehicle led horses on the track will be permitted. Notwithstanding, to ensure the safety of other users of the track there will be:

    - **No** vehicle led horses and rider ridden horses on the track at the same time.
    - Allocated training times are to be adhered to, too help maintain the isolation/separation of these training practices. Training hours will be :

| | |
|---|---|
| Vehicle Lead Horses | am to am |
| Rider Ridden Horses | am to am |

- No horse is to be exercised on a lead from another horse or pony on any track whilst the main body of horses is working.
- All trainers are to take responsibility and not cause damage to track by working when wet or unsuitable.
- All Trainers, Owner Trainer or any person deemed to be in charge of a horse/s are responsible for ensuring All Trainers, Owner Trainer or any person deemed to be in charge of a horse/s are responsible for ensuring that all riders, strappers, stable hands or any person engaged in the care and or handling of horses in this track are:
    - Registered with Racing Queensland.
    - Acting in accordance with the instruction of the Trainer, Owner, Owner Trainer or person in charge of a horse/s.
    - Insured against all contingencies resulting from any accident, mishap or action of that person which may result in action being taken for compensation expense or any claim under any law or regulation or at common law and that Maranoa Regional Council, Council Staff and the Track Supervisor/Caretaker are indemnified against any such claims by any persons against such Trainer, Owner or Owner Trainer.

| | | |
|---|---|---|
| | | • All work riders must comply with the following dress requirements, as per Racing Queensland Standards<br>  ○ Skull caps with approved chin strap properly fastened.<br>  ○ Approved safety vests.<br>  ○ Shirt with sleeves, long or short.<br>  ○ Riding breeched or appropriate trousers.<br>  ○ Approved riding boots.<br>  ○ Safety irons only to be used.<br>  ○ Any and all other steward's requirements.<br>• Cleaning of facilities, removal of manure/hay/sawdust and replacement of bedding.<br>• All horses being lead, ridden or swimming must have a bit in their mouth.<br>• In the event of a 'lock down' due to exotic disease caused by their animals, Owners/Owner Trainers are responsible for all associated costs and any fees lost due to the facility not being available during that period and until the site is cleared by Government Authority.<br>• Injured /sick animals must be vet checked and a report provided to Council.<br>• Sharps & needles are to be disposed of in the containers provided.<br>• Restraint, control, care and all costs associated with stabling an animal is the responsibility of the Owner/Trainer/Owner Trainer.<br>• No dogs are permitted on site.<br>• All children in the horse area must be supervised and accompanied by an adult.<br>• Roll yards are not to be used as day yards.<br>• Equine Pool gate is to remain closed at all times.<br>• Day yard is only to be used during the day – fines will apply.<br>• Stable lights are to be turned off when not in stables.<br>• Horses may be required to be removed from part of or the entire complex for Annual Roma Show upon giving three weeks' notice.<br>• Council reserves the right to close the track due to special events being held, upon prior notice being given. |
| Item 16 | **Council Responsibilities** | • Annual pest control<br>• Maintenance buildings/inclusions<br>• Maintenance lawns/grassed area/gardens<br>• Maintenance of track – safe condition as per racing regulations<br>• Rates, water, sewerage and refuse charges<br>• Organising bins<br>• Insurances - property and public liability<br>• Supply and cost of sawdust<br>• Inform trainers of events at facility via calendar /whiteboard |

# 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** by **TRAINER –**
in the presence of:

Signature of trainer

Signature of witness

Name of Trainer (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

## PLANNING & BUILDING DEVELOPMENT REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 14 September 2020

**Item Number:** 13.5 **File Number:** D20/87856

**SUBJECT HEADING:** Development Application for a Retirement Facility (Additional accomodation buildings at Pinaroo Roma - Ref: 2020/20116 )

**Classification:** Open Access

**Officer's Title:** Lead Town Planner

**Executive Summary:** Pinaroo Roma Inc. want to expand the existing retirement facility at the corner of Bowen Street and Whip Street in Roma. The expansion includes the construction of 6 accommodation buildings on land directly south of the existing facility, more accurately described as Lot 10 on R86120. This land was acquired as part of a land-swap agreement with the St John's Catholic School Roma. The development application required to facilitate the outcome is subject to Impact assessment and must be assessed against the assessment benchmarks (to the extent relevant) provided by Section 45 of the *Planning Act 2016* and any matters prescribed by regulation. The *Development Assessment Rules* set out the procedural requirements for the development assessment process.

Public notification about the application was carried out in accordance with Part 4 of the *Development Assessment Rules* and for a period of no less than 15 business days between the 7th August 2020 and 28th August 2020. There were no properly made submissions received about the application during this period. The other procedural requirements set out by the *Development Assessment Rules* to enable Council to make a decision on this application have been fulfilled.

The development application is generally consistent with the assessment benchmarks provided by the *Planning Act 2016*. As part of the assessment of the application, Council officers have also identified a number of relevant matters that support the approval of the development. These include; the development is for the expansion of a well-established, lawfully-existing retirement facility (Pinaroo), such that the use is not out of character and within a reasonable expectation of the type of development anticipated in this area; there is a land swap agreement in place between Pinaroo and the St John's Catholic School Roma that will facilitate the development; and, approval of the development will provide a service to the retired population of the Maranoa, which supports a key theme in Council's strategic planning framework.

Throughout the assessment of this application, Council officers have discussed with representatives of Pinaroo, the possibility of relinquishing a portion of Reserve land located directly north of the development site (Lot 5 on R86120) in order to provide a preferred vehicle access point (these discussions took place further to Council Resolution GM/03.2020/60). Assessing officers have provided in principle support for a boundary realignment that would facilitate this access on the understanding that a decision on the matter ultimately rests with the elected officials, and that further development approvals and consent from the applicable authorities would still be required.

Further, to formalise the land swap agreement that will facilitate the proposed development, a minor amendment is required to a separate development approval that was issued by Council earlier this year (Council reference 2020/20048).

**Officer's Recommendation:**

**That Council:**

1) Approve the development application for a Material change of use for a "*Retirement facility*" at 47-49 Duke Street & 50 Bowen Street, Roma being Lot 10 on R86120 and Lot 6 on SP222875, subject to the listed Development Conditions and General Advice:

**Development conditions**

**Development details**

1. The approved development is a Material Change of Use – "Retirement facility" as defined in the Planning Scheme and as shown on the approved plans.

**Compliance inspection**

2. All conditions relating to the establishment of the approved development must be fulfilled prior to the approved use commencing, unless noted in the approval conditions or otherwise confirmed in writing by Council.

3. Prior to the commencement of the use, the applicant shall contact Council to arrange a development compliance inspection.

**Approved plans and documents**

4. The approved development is to be carried out in accordance with the following approved plans/documents and subject to the approval conditions. Where there is any conflict between the approval conditions and the details shown on the approved plans, the approval conditions prevail.

| Plan/Document Number | Plan/Document Name | Date |
|---|---|---|
| SK01 Issue P2 | Site Plan | 09.06.20 |
| SK02 Issue P2 | External Works | 09.06.20 |
| SK03 Issue P3 | Site Civil & Landscape Plan | 10.06.20 |
| SK05 Issue P1 | Existing Unit (Relocated) Floor Plan | |
| SK06 Issue P1 | Relocated Existing Dwellings – Section and Elevation | |
| SK15 Issue P1 | New Unit Typical Floor Plan | |
| SK16 Issue P1 | Elevations & Sections | |
| | Proposed Stormwater Layout | |

**Development works**

5. During the course of establishing the development, 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.

6. 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).

7. All civil and related work shall be designed and supervised by Registered Professional Engineers of Queensland (RPEQ-Civil) who are competent in the construction of the works. RPEQ certification is to be provided to Council for all works involving Council infrastructure that are authorised by this development approval and any related approval. This must include a Design Certificate with application/s for Operational work and a Construction Supervision Certificate at completion of the approved works and/or prior to Council's acceptance of any works on-maintenance.

8. Unless otherwise approved in writing by the Council, approved hours of construction are restricted to Monday – Saturday 6.30am to 6.30pm – noise permitted. Work or business which causes audible noise must not be conducted from or on the subject land outside the above times or on Sundays or Public Holidays.

9. Dust emanating as a result of operations carried out onsite must be continually monitored and suppressed in order to prevent any dust drifting onto road networks, nearby properties and sensitive land uses.

**Applicable standards**

10. All works must comply with:
    a) the development approval conditions;
    b) any relevant provisions in the Planning Scheme and the Capricorn Municipal Development Guidelines;
    c) any relevant Australian Standard that applies to that type of work; and
    d) any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.

**Works in road reserve**

11. A Works in a Road Reserve Permit will be required from Council for any works associated with the development that are undertaken within the Council road reserve by private contractor/entity. Works include, but are not limited to, cutting work, kerb and channel and site access/crossovers. 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".

12. An Operational Works application must be submitted to and approved by Council for any infrastructure works external to the development site prior to any works taking place, where works are undertaken by a private entity.

**Avoiding nuisance**

13. No unreasonable nuisance is to be caused to adjoining properties and occupiers by

the way of noise smoke, dust, rubbish, contaminant, stormwater discharge or siltation at any time during or after the establishment of the approved development.

**Note:** In most instances, Council is responsible for investigating complaints and enforcing the controls for nuisances. When investigating a complaint, Council will consider amongst other matters, the amount, duration, characteristics and qualities of the nuisance, as well as the sensitivity of the receptor and the potential impact of the nuisance on adjacent properties.

14. Lighting of the site, including any security lighting, shall be such that the lighting intensity does not exceed 8.0 lux at 1.5 metres from the site at any property boundary.

15. All lighting shall be directed or shielded so as to ensure that no glare directly affects nearby properties.

**Note:** The Queensland Government *Environmental Protection Act 1994* includes controls for light nuisances. Council is responsible for investigating light pollution complaints and enforcing the controls for light nuisances. When investigating a lighting complaint, Council will consider amongst other matters, the amount, duration, characteristics and qualities of the lighting, as well as the sensitivity of the receptor and the potential impact of lighting on adjacent properties.

16. The area and its surrounds shall 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 to pose any health and safety risks to the community.

**Screening mechanical equipment**

17. All mechanical equipment (including air conditioners and the like) and rainwater tanks are to be screened from the adjoining roadway and nearby properties.

**Refuse storage and collection**

18. A refuse storage area must be provided generally in the location shown as "Denotes Stand for Wheelie Bins" on approved drawing *SKO2 Issue P2 – External Works*. This area shall be screened and retain reasonable standards of amenity for users of the premises and surrounding properties.

19. Convenient access to the refuse storage area must always be provided for service vehicles. Service vehicle access and manoeuvring areas are to be provided generally in accordance with approved drawing *SKO2 Issue P2 – External Works* and *CMDG- Design Guidelines - Driveways D15.*

**Access**

20. Vehicle crossovers to and from the development site shall be provided from Whip Street, either via Option A or Option B as shown on approved plan *SK03 Issue P3 – Site Civil & Landscape Plan*.
**Note:** A Reconfiguration of a lot approval will be required from Council to pursue Option B.

21. Vehicle crossovers must be constructed generally in accordance with CMDG Drawing – CMDG-R-042 Rev F Type A – Two Way Access Commercial Driveway Slab, and must be designed to cater for the maximum vehicle size accessing the site, ensuring no damage to the roadway or kerb. The grade of the vehicle crossover must not exceed the specifications of the CMDG.
22. Vehicle crossovers must be located a minimum distance of one metre from any power poles, street signage, streetlights, manholes, stormwater gully pits or other Council assets, unless otherwise specified in the applicable development standards and specifications.

23. The landowner is responsible for the maintenance of the vehicle crossover from the property boundary to the external road network and access ways, and for obtaining any approvals that may be required for complying with the applicable designs and standards.

24. Signage shall be installed adjacent to the crossover from Whip Street advising that access is restricted to residents and visitors of the independent living units.

**Parking and manoeuvring**

25. A designated onsite car parking space is to be provided for each independent living unit, generally in accordance with the approved plans and documents. The car parking spaces must be for the exclusive use of residents and visitors to the independent living unit/s.

26. No on-street parking is permitted at the Whip Street frontage of the development site at any time. All vehicles associated with the approved development must be catered for and contained on site.

**Landscaping**

27. Landscaping areas are to be provided generally in accordance with approved plan *SK03 Issue P3 – Site Civil & Landscape Plan.* Plantings within the landscaping areas shall include a mix of shrubs and ground covers, which must contribute to the amenity of the development and the street.

    **Note:** Refer to *Planning Scheme Policy SC6.2 – Landscaping* for Council's preferred species list.

28. Site landscaping is to be irrigated during an establishment period of two years, and ground covers should fully cover vegetated areas within one year of planting.

29. All site landscaping is to be maintained throughout the duration of the approved use. Any dead and/or unhealthy plants are to be promptly removed and replaced.

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 access driveways for vehicle traffic.

**Services**

32. The approved development is to be connected to Council's reticulated water supply network in accordance with the Water Services Association of Australia (WSAA) publication and the CMDG Design Guidelines – D11 'Water Reticulation', at no cost to Council.

33. The approved development is to be connected to Council's reticulated sewerage disposal system in accordance with the Sewerage Code of Australia and the CMDG Design Guideline - D12 'Sewerage Reticulation', at no cost to Council.

34. Any connection to or works associated with Council's sewerage infrastructure must be completed by a qualified plumber/drainlayer under Council supervision. No works are to be undertaken on Council's sewerage infrastructure without first obtaining the express permission of Council.

    **Note**: Any damage caused to Council's sewer infrastructure due to the progression of works or as a result of the approved use shall be rectified at the landowner's expense.

35. Connection of the development to a telecommunication service must be undertaken in accordance with the relevant service provider's requirements and specifications along with relevant building standards, requirements and specifications.

36. The development must be connected to an electricity reticulation service in accordance with the relevant service provider's requirements and specifications along with relevant building standards, requirements and specifications.

    **Note:** Any renewable energy systems integrated into the development are to contribute to the supply and use of electricity to and from the grid.

37. All services installation, including sewer, water, electricity and telecommunications connections to the respective networks, must comply with (i) the development approval conditions, (ii) any relevant provisions in the planning scheme for the area, (iii) Council's standard designs for such work where such designs exist (iv) the Capricorn Municipal Development Guidelines (CMDG) where it applies (v) any relevant Australian Standard that applies to that type of work and (vi) any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.

38. 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.

**Stormwater and Drainage**

39. Stormwater runoff from roofs and impervious surfaces is to be collected internally and be discharged generally in accordance with approved plan Proposed Stormwater Layout and the CMDG Design Guidelines D-5 'Stormwater Drainage Design'.

40. Stormwater must not be discharged to adjoining properties and must not pond on the property being developed, or adjoining properties during the development process or after the development has been completed.

41. There must be no increases in any silt loads or contaminants in any overland flow from the property being developed during the development process and after the development has been completed.

42. 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.

**Construction activities and erosion control**

43. During the course of any construction activities, soil erosion and sediment must be managed in accordance with CMDG Design Guidelines D-7 'Erosion and Control and Stormwater Management'.

44. If there is a possibility of erosion or silt or other materials being washed off the property during the development process or after the development is completed, the developer must document and implement a management plan that prevents this from occurring.

45. The developer shall immediately clean up and satisfactorily remove any deposited construction material or silt runoff from the development site.

46. Stockpiles of topsoil, sand, aggregate, spoil or other material capable of being moved by the action of running water shall be stored clear of drainage paths and be prevented from entering the road and/or drainage system.

47. 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.

48. Temporary fencing must be erected and maintained around the perimeter of the development site whilst construction activities are carried out.

**Advertising signage**

49. Any proposed advertising signage is subject to further development approval unless compliant with the requirements for "Accepted development" or "Accepted development subject to requirements" identified in the planning scheme in force at the time.

50. Any advertising signage associated with the approved use must be fully contained within the development site boundaries and must not encroach into adjoining properties or roads.

**Building encroachments**

51. Any building encroachments over lot boundaries shall be rectified prior to the commencement of use.

**No cost to Council**

52. 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. This includes the costs of any services and infrastructure required in connection with the establishment of the development, survey, registration, document lodgment, easement documentation preparation and plan sealing.

**Latest versions**

53. 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 commencement of the development works, unless a regulation or law requires otherwise.

**Application documentation**

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

**General advice**

(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) Refer to http://www.maranoa.qld.gov.au/council-policies for Council Policies.

(c) The relevant planning scheme for this development is *Maranoa Planning Scheme 2017.* All references to the 'Planning Scheme' and 'Planning Scheme Schedules' within these conditions refer to the above Planning Scheme.

(d) Under the *Maranoa Planning Scheme* **"Retirement facility** means a residential use of premises for—

*(a) accommodation for older members of the community, or retired persons, in independent living units or services units; or*
*(b) amenity and community facilities, a manager's residence, health care and support services, preparing food and drink or staff accommodation, if the use is ancillary to the use in paragraph (a).*

(e) 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.

(f) 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.

(g) 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.

(h) An operational works application will be required to be submitted to and approved by Council for any cut and/or filling works that exceed $50m^3$.

(i) Refer to attachments for Adopted Infrastructure Charges Notice for infrastructure charges levied for the approved development.

(j) In completing an assessment of the proposed development, Council has relied on the information submitted in support of the development application as true and correct. Any change to the approved plans and documents may require a new or changed development approval. It is recommended that the applicant contact Council for advice in the event of any potential change in circumstances.

(k) This development approval has been issued during the COVID-19 applicable event declared under 275F of the Planning Act 2016. The period for undertaking the approved development may be subject to an extension of time under section 275R of the *Planning Act 2016.*

**And;**

2) Provide in principle support for the realignment of the property boundary between Lot 5 on R86120 and Lot 10 on R86120 to accommodate vehicle access to the approved development as shown as Option B on approved plan *SK03 Issue P3 – Site Civil & Landscape Plan*, subject to the required development approval/s and consent from the relevant authorities.

**And;**

3) Approve the following amendments to Development Approval Reference 2020/20048 in order facilitate the approved development:

Amend Condition 7 of Development Approval Reference 2020/20048 from:

> Existing buildings, structures, infrastructure and services located on the development site are not to encroach on the proposed allotment boundaries.

to:

> Any encroachment of existing buildings, structures, infrastructure and services located on the development site shall be rectified prior to the commencement of any new use.

## Individuals or Organisations to which the report applies:

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

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

Council's decision regarding this matter is likely to affect associates of:

- Pinaroo Roma Inc.
- Rotary Club of Roma
- St John's Catholic School Roma

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| DNRME | Department of Natural Resources, Mines and Energy |

## Context:

***Why is the matter coming before Council?***

This development application is subject to Impact assessment. Determination of an Impact assessable application sits outside the scope of Officer Delegations and a decision about the application is required to be made by Council resolution.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

Pinaroo is a 50-bed residential aged care facility located at the corner of Bowen Street and Whip Street in Roma. The applicant, Pinaroo Roma Inc., is wanting to expand the existing facility to provide six aged-care accommodation buildings on land that it recently acquired as part of a land-swap agreement with the adjacent St John's Catholic School. The land is located directly to the south of the existing facility (expansion area).

The proposed development involves the construction of four new accommodation buildings and the relocation of two existing accommodation buildings that are currently located within the existing retirement facility, together with landscaping, site infrastructure works, a new access and internal pathways. Each accommodation building will contain two independent living units that include a kitchen, bathroom, laundry and two bedrooms. Whilst fully self-contained, residents of the units will have access to all the services and amenities provided by the wider facility (i.e. communal halls, dining areas etc.). To this extent, the accommodation buildings are intended as an extension of the existing facility as opposed to a stand-alone or separate development.

Each of the six accommodation buildings provides significant setbacks from the street frontages and achieves minimum setbacks from all other site boundaries. They will not prejudice or adversely impact the operation or amenity of surrounding land uses and all can achieve adequate infrastructure service levels. The proposed use is generally consistent with the outcomes sought by the land use zoning in this location and, perhaps more importantly, the development supports a key policy direction in Councils strategic planning framework by expanding on a community facility for the retired population of the Maranoa.

**Note:** Details of the proposal and a full assessment of the application against the applicable assessment benchmarks prescribed by Regulation, including an assessment against the zone code and strategic framework, are attached in the Supporting Documents.

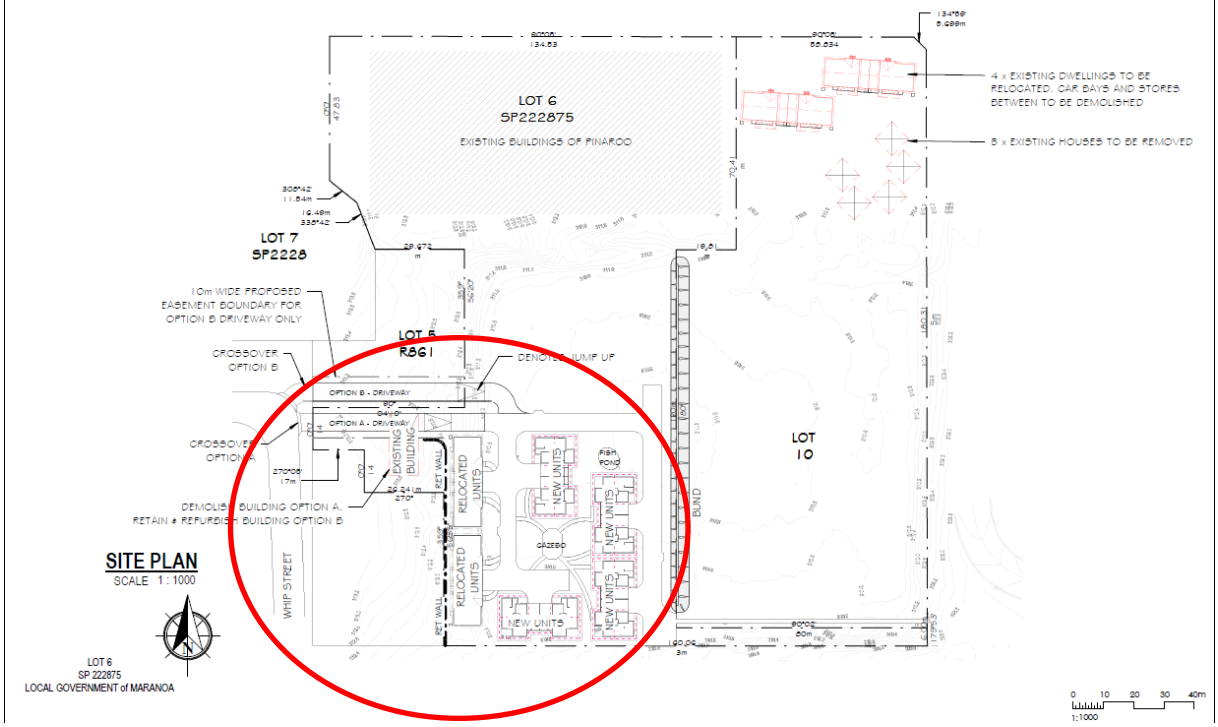


Figure 1 – Proposed expansion area

One of the major discussion points through the assessment of this particular application has not been whether or not the use is appropriate in this location, or if the development can adequately mitigate impacts to surrounding uses and achieve adequate service levels (as this has been demonstrated beyond doubt), but how access to the development will provided. It is the applicant's preference that a new access, shown as Option B in Figure 2 below, be created in order to avoid the demolition of an existing structure on the site. Whilst supportable in principle, the issue arises because this access arrangement would result in an encroachment on a part of adjoining land to the north, which is owned by the State and which Council is the trustee. This lot is properly described Lot 5 on R86120 (Lot 5).

Discussions around the use of Lot 5 by Pinaroo are not new to Council, who, as recently as March 2020, resolved not to relinquish the use of Lot 5 because of a Council water main that is located on the premises. However, as part of the same resolution, Council did approve further discussions to take place with Pinaroo to try and achieve a compromise (GM/03.2020/60). The matter has now progressed, and there is general agreement and in principle support between Pinaroo, Council's planning officers, Manager, Water, Sewer & Gas, and the Deputy Director / Strategic Road Management, for a slight realignment of the boundary of Lot 5 to accommodate Pinaroo's preferred access. To be clear, the agreement extends to a small portion of Lot 5 only and would not result in Council having to relinquish the entire Lot 5. The realignment is also subject to further approval from Council (in the form of a

reconfiguration of a lot approval) as well as consent from the relevant authorities (DNRME).

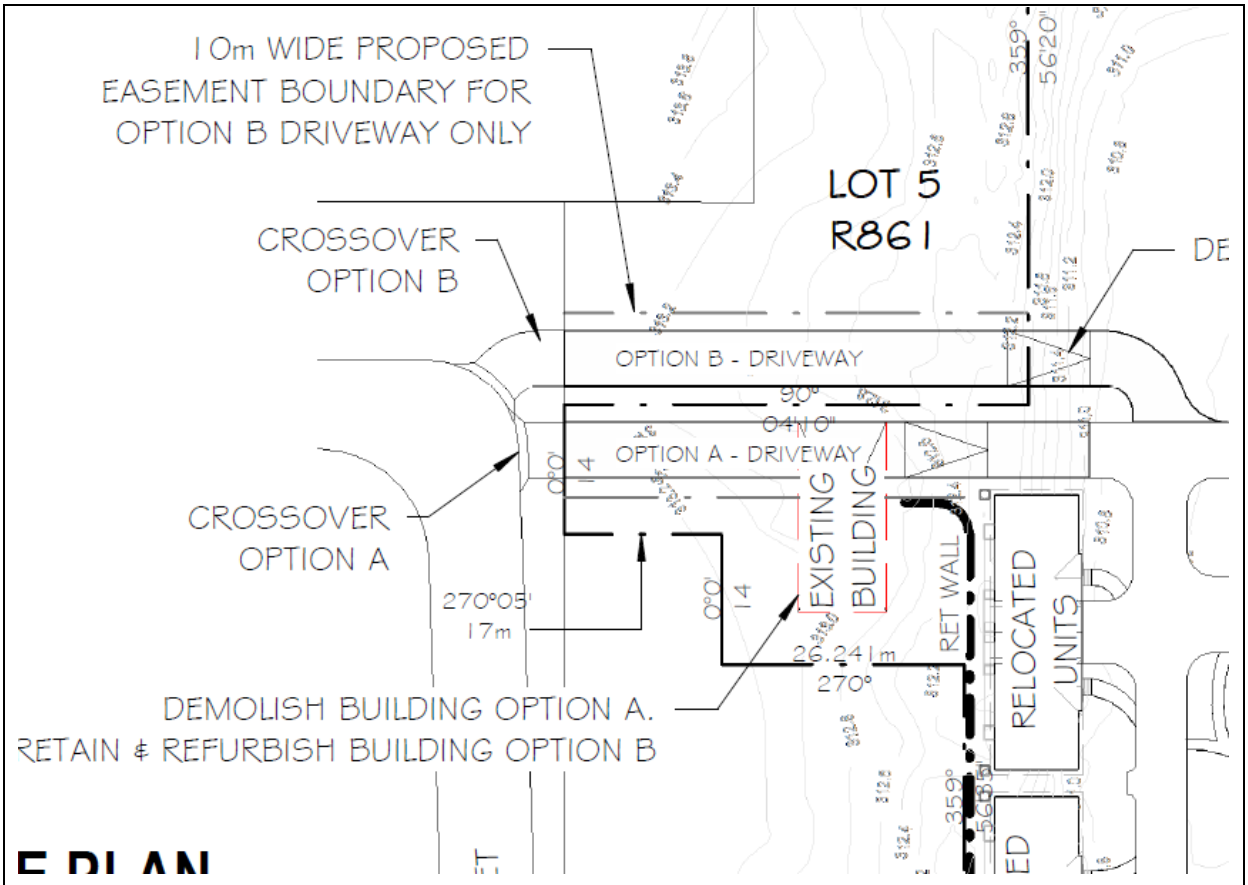



**Figure 2** – Access options

Further, both Pinaroo and St John's Catholic School Roma would like to finalise the land swap agreement that will facilitate the proposed development. In this regard they would like to lodge a Survey Plan for plan sealing. At the moment they are not in a position to submit the survey plan as they are unable to comply with a condition of the development approval authorising the boundary realignment. This can be rectified by rewording a condition (Condition number 7) in the boundary realignment approval (which is different to this approval). If Council provides consent for the amendment of the Condition as part of this resolution, the matter can then be dealt with under delegated powers.

**Council Policies or Asset Management Plans:** ***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

The *Maranoa Planning Scheme 2017* and the Maranoa Regional Council Local Government Infrastructure Plan are applicable to the assessment of the application (the Local Government Infrastructure Plan forms part of the Planning Scheme).

The relevant sections of the *Maranoa Regional Planning Scheme 2017* include:

- Part 3 Strategic framework
- Part 4 Local Government Infrastructure Plan
- Part 5 Tables of assessment
- Part 6 Zones
  - Part 6.2.3 General residential zone code
  - Part 6.2.10 Recreation and open space zone
- Part 8 Overlays
  - Part 8.2.8 Airport environs overlay code
- Part 9 Development Codes
  - Part 9.3.1 Accommodation activities code

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

Consultation about this application has occurred with:

- Manager Water Sewer and Gas (internal)
- Deputy Director / Strategic Road Management (internal)
- Manager Planning & Building Development (internal)

The Officer's recommendation has been informed by feedback received from the persons consulted.

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

**N/A** – The project is a private development that will be funded by an external party.

**This Financial Year's Budget:**
***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

The costs of fulfilling any development approval obligations, financial or otherwise, remains the sole responsibility of the operators and landowner/s. There is potential for Council to incur costs only if its decision regarding the application is appealed to the Court.

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

As above.

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

The St John's Catholic School Roma and Pinaroo Roma Inc. have a land swap agreement in place that will facilitate the proposed development. Both parties will be *interested* and *impacted* by Council's decision.

The Department of Natural Resources, Mines and Energy (DNRME) will be interested in Council's decision because a part of the resolution includes in principle support for a boundary realignment that affects a Reserve.

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

| Risk | Description of likelihood & consequences |
|---|---|
| See below | |

Potential risks associated with the proposal have been addressed in the development assessment. Other matters outside of this, which are not called up in the *Planning Act 2016*, cannot be considered in decision making.

As with any planning decision reached by Council, there is a risk that the applicant can appeal aspects of the decision to the Planning and Environment Court (the Court).

**Note**: The likelihood of an appeal is not a valid planning consideration and must not be used to inform Council's decision on any planning application.

**Advice to Council:**
***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is considered that on balance, the proposal presents no significant inconsistency with the applicable assessment benchmarks. Development conditions have been recommended to ensure compliance to the greatest extent possible. Any residual inconsistency with the assessment benchmarks needs to be considered in light of various relevant matters including:

- the development is for the expansion of a well-established, lawfully-existing retirement facility (Pinaroo), such that the use is not out of character and within a reasonable expectation of the type of development anticipated in this area;

- there is a land swap agreement in place between Pinaroo and the St John's Catholic School Roma that will facilitate the development;

- the development will provide a service to the retired population of the Maranoa, which supports a key theme in Council's strategic planning framework; and

- the absence of any significant impacts.

Based on the above, Council should endorse the Officer recommendation and;

1) approve the development application for a Material change of use for a 'Retirement facility' on Lot 10 on R86120 & Lot 6 on SP222875 subject to relevant, reasonable and enforceable conditions that mitigate potential impacts from the development and require that adequate service levels are achieved;

2) provide in principle support for the realignment of the property boundary between Lot 5 on R86120 and Lot 10 on R86120 to accommodate vehicle access to the approved development as shown as Option B on approved plan *SK03 Issue P3 – Site Civil & Landscape Plan*, subject to the required development approval/s and consent from the relevant authorities; and

3) approve amendments to Development Approval Reference 2020/20048 in order to facilitate the approved development.

**Recommendation:**
***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council endorse the Officer recommendation. This recommendation is consistent with existing Council policy.

**Link to Operational Plan Function:**
Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.8 Town planning

**Supporting Documentation:**

| | | |
|---|---|---|
| *1*⇩ | Planning Assessment | D20/94266 |
| *2*⇩ | Development Proposal Plans | D20/94833 |
| *3*⇩ | Council Meeting Correspondence (GM/03.2020/60) | D20/26979 |
| *4*⇩ | 2020/20048 - Decision Notice for Reconfiguring a Lot | D20/59408 |

**Report authorised by:**
Manager - Planning & Building Development

## Planning Assessment

### Introduction

Pinaroo Roma Inc. is seeking a development approval to expand the existing retirement facility at the corner of Bowen and Whip Street in Roma.

The expansion includes the construction of 6 accommodation buildings on land directly south of the existing retirement facility. The land was acquired by Pinaroo Roma Inc. as part of a recent land swap agreement with the St John's Catholic School Roma.

Each of the proposed accommodation buildings will contain two independent living units with a kitchen, bathroom, laundry and two bedrooms.

Residents of the units will have pedestrian access to all the services and amenities provided at the Pinaroo facility (i.e. communal halls, dining areas etc.). That is, the accommodation buildings are not being constructed in isolation from the existing facility, and for all intents and purposes will form part of the existing facility.

### Site context

The land where the development is proposed is for the most part vacant. It was previously used as a recreational oval, and there are disused buildings associated with the abandoned use still on the site, including a small canteen building.

The land is bound by:

a. Pinaroo Retirement facility to the north
b. The Roma Bush Gardens to the south
c. Residential dwellings to the west
d. Recreational space to the east

The St John's Catholic School is located north of the site, across Bowen Street.

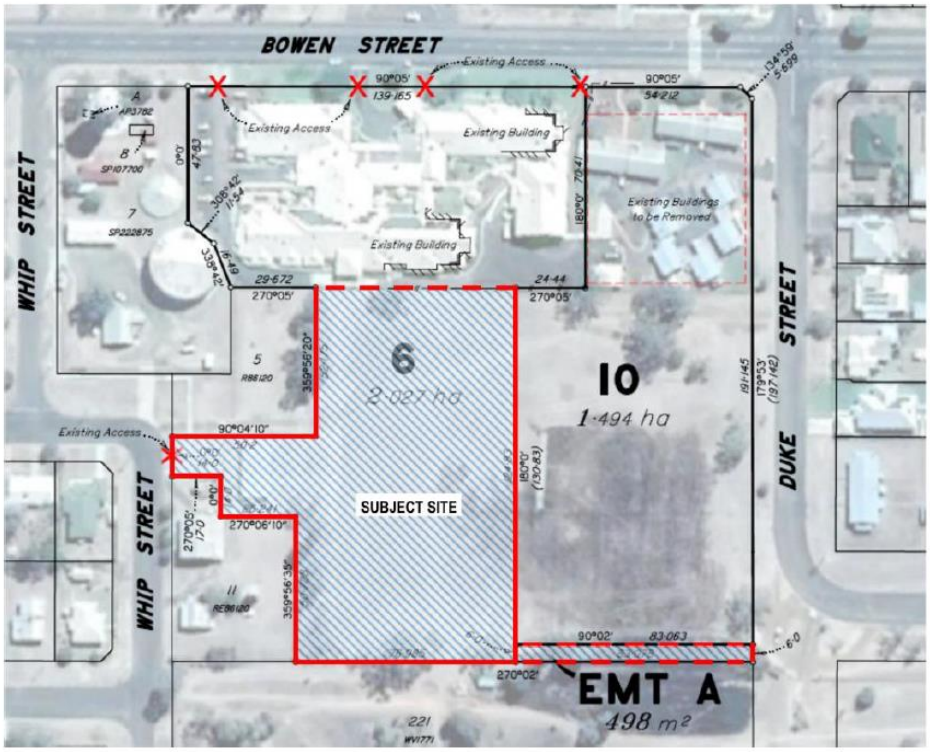



**Figure 1**: Locality Plan

Decision framework

The proposed development constitutes a Material change of use as defined in the *Planning Act 2016*, being *the increase in the scale and intensity of the existing use.*

Provisions of the *Maranoa Planning Scheme 2017* make the required development application subject to Impact assessment.

An Impact assessment is an assessment that must be carried out against the assessment benchmarks prescribed by the *Planning Regulation 2017,* in this case being;

- the *Darling Downs Regional Plan;*
- the *State Planning Policy;*
- the *Maranoa Planning Scheme*; and
- the *Maranoa Regional Council LGIP*.

An Impact assessment must also have regard to any other relevant matter, other than a person's personal circumstances, financial or otherwise, including any properly made submission about the application.

In accordance with Section 60 of the *Planning Act 2016,* after carrying its assessment Council must decide to;

(a) approve all or part of the application; or

(b) approve all or part of the application, but impose development conditions on the approval; or

(c) refuse the application.

Development Assessment Process

The procedural requirements set out by the *Development Assessment Rules* to enable Council to make a decision on this application have been fulfilled, including;

- the applicant submitted a properly made application for a Retirement facility on 23 June 2020;
- Council, as assessment manager, issued a Confirmation Notice on 25 June 2020;
- Council confirmed that it would not be issuing an information request about the application on 25 June 2020; and
- The applicant carried out public notification about the application between 7 August 2020 and 28 August 2020 for no less than 15 business days.

Assessment Benchmarks

*The Darling Downs Regional Plan*

The *Darling Downs Regional Plan* was adopted in October 2013 and covers the local government areas of Balonne, Goondiwindi, Maranoa, Southern Downs, Toowoomba and Western Downs.

The intent of the Darling Downs Regional Plan is to provide direction to resolve competing State interests relating to the agricultural and resources sectors, and to enable the growth potential of the region's towns. It seeks to maximise opportunities for co-existence of resources and agricultural land uses.

The proposed development maintains the intent of the Darling Downs Regional Plan because it will not comprise resource activities or viable agricultural land. The development footprint is located outside of the Priority Agricultural Area identified in the Darling Downs Regional Plan.

*The State Planning Policy*

Council is required to consider the State Planning Policy to the extent that the applicable sections have not been appropriately integrated in the Maranoa Planning Scheme. As the Maranoa Planning Scheme appropriately integrates all relevant aspects of the State Planning Policy a separate assessment of the application against this document is not required.

*The Maranoa Planning Scheme 2017*

The relevant sections of the *Maranoa Regional Planning Scheme 2017* are:

- Part 3 Strategic framework
- Part 4 Local Government Infrastructure Plan
- Part 5 Tables of assessment
- Part 6 Zones
  - Part 6.2.10 Recreation and open space zone
- Part 8 Overlays
  - Part 8.2.8 Airport environs overlay code
- Part 9 Development codes

- Part 9.3.1 Accommodation activities code

*Part 3 – Strategic framework*

The Strategic framework sets the policy direction for the Planning Scheme and forms the basis for ensuring appropriate development occurs within the planning scheme area for the life of the planning scheme.

The Strategic framework is structured in the following way;

The Maranoa region including:

(i) the region and the Darling Downs Regional Plan;

(ii) the region and the Maranoa Community Plan 2020

The themes and key policies:

(i) livable communities and housing;

(ii) economic growth;

(iii) environment and heritage;

(iv) hazards and safety; and

(v) infrastructure.

An assessment of the proposed development against the applicable key aspects of the Darling Downs Regional Plan, Maranoa Community Plan and Strategic framework of the Maranoa Planning Scheme is provided in the table below;

| **Policy Direction** | **Response** |
|---|---|
| Darling Downs Regional Plan | The proposed development maintains the intent of the Darling Downs Regional Plan because it will not compromise the resource sector and is located outside of Priority Agricultural Areas. |
| Maranoa Community Plan 2020 | The proposed development supports the principles of the Maranoa Community Plan 2020 because:<br>• potential impacts can be mitigated through operational practices and development conditions.<br>• It will provide older people with access to a range of accommodation and care options to suit individual needs and lifestyle choices.<br>• It supports independent living and transitional aged care residential options. |
| The themes and | The proposed development is consistent with the applicable |

| | |
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| key policies | themes and key policies of the Strategic framework because it:<br>• provides opportunities for the expansion of facilities for the retired population.<br>• is easily accessible and makes use of existing resources and infrastructure.<br>• is located outside of flood hazard areas.<br>• will not prejudice or compete with agricultural uses, retail and commercial uses in traditional centres. |

*Part 4 - Local Government Infrastructure Plan*

The Maranoa Regional Council Local Government Infrastructure Plan (LGIP) was adopted by Council in 2018. The purpose of the LGIP is to:

(a) integrate infrastructure planning with the land use planning identified in the planning scheme;

(b) provide transparency regarding a local government's intentions for the provision of trunk infrastructure;

(c) enable a local government to estimate the cost of infrastructure provision to assist its long term financial planning;

(d) ensure that trunk infrastructure is planned and provided in an efficient and orderly manner; and

(e) provide a basis for the imposition of conditions about infrastructure on development approvals.

The development does not propose extending any of Council's infrastructure networks nor is it considered necessary, practical or reasonable to require infrastructure upgrades to Council infrastructure networks to service the development. Any charges applicable as a result of the added demand placed on Council existing infrastructure networks as a will be applied accordingly.

*Part 5 - Tables of assessment*

The Tables of Assessment identify the category of development, the category of assessment and the assessment benchmarks for assessable development in the planning scheme area. The Tables of Assessment identify the level of assessment for the proposed use in the proposed location as "Impact assessment."

*Part 6 - Zones*

Zones organise the planning scheme area in a way that facilitates the location of preferred or acceptable land uses. The premises is located in the Recreation and Open Space zone.

Part 6.2.10 - The Recreation and Open Space Zone Code

The purpose of the Recreation and open space zone is to:

(a) provide for a range of sporting, recreation, leisure, cultural and educational activities. The zone also provides for local, district and regional scale parks which serve the open space and recreation needs of residents and visitors and may include areas for conservation;

(b) keep areas within the zone such as parks, playing fields and playgrounds accessible to the public; although access may be limited in certain areas and at certain times;

(c) include built structures, such as shelters, amenity facilities, picnic tables, clubhouses, gymnasiums, public swimming pools and tennis courts, racecourses, showgrounds, golf courses, sports fields and other infrastructure to support sporting, recreation, leisure, cultural and educational activities;

(d) provide for a variety of either organised or informal recreation where the built form is not essential to the enjoyment of the space, and is determined by the nature of the activities at that space; and,

(e) maintain the integrity and water quality of the Murray-Darling Basin Catchment.

The overall outcomes sought for the Recreation and open space zone code are as follows:

(a) areas are provided for active sport and recreation to meet community needs, including playing fields, equestrian facilities, outdoor cultural facilities, educational activities, public swimming pools and outdoor courts;

(b) impacts on adjacent areas from development and activities within the zone are managed through buffering to adjacent sensitive land uses and appropriate design, siting and operation of facilities and infrastructure;

(c) opportunities for multiple sporting clubs using playing fields to establish club facilities are facilitated;

(d) open space is accessible to the general public for a range of outdoor sport and recreation activities;

(e) a range of functional and accessible open spaces, including local and regional parks and linkages, are available for the use and enjoyment of residents and visitors;

(f) development is designed to incorporate sustainable practices including maximising energy efficiency, water conservation and transport use;

(g) development is supported by the necessary transport infrastructure which is designed to provide and promote safe and efficient, walking and cycling;

(h) ancillary structures and buildings such as shelters, amenity facilities, picnic tables and playgrounds are provided where necessary;

(i) land susceptible to flooding or drainage problems, including high ground water tables, is protected from development that would impede the flow of water;

(j) where sport and recreation areas include natural habitats such as bushland, wetlands or waterways, or act as a buffer between natural and developed areas, adverse impacts on ecological values are avoided or minimised;

(k) sport and recreation areas are planned and designed to enhance community liveability, scenic amenity and provide a retreat from developed areas; and,

(l) the use of sport and recreation areas does not affect the amenity of adjacent areas particularly residential areas.

The proposed development complies with the Purpose and Overall Outcomes of the Recreation and Open Space Zone code because:

- The development footprint accounts for approximately 8% of the total site area and will not comprise the balance of the lot from being used for active sport and recreation:
- It will be sited to avoid impacts on natural habitats and ecological values; and
- The use will not affect the amenity of adjacent areas particularly residential areas

Assessment against the design criteria of the Recreation and open space zone code is provided in the table below.

| ***THE RECREATION AND OPEN SPACE ZONE CODE*** | |
|---|---|
| for all the Recreation and open space zone: | |
| **Performance outcomes** | **Acceptable outcomes** |
| ***PLANNING*** | |
| ***Use, density and built form*** | |
| **PO 1 Scale**<br><br>Development is at a scale which protects the amenity of the area. | ✓<br><br>The proposed development is at a scale that protects the amenity of the area because:<br><br>• it is co-located with an existing retirement facility use such that the proposed development is not out of character for the area and is within a reasonable expectation of what would occur on the site;<br><br>• it will occupy less than 10% of the site area; and<br><br>• landscaping is provided throughout the development. |
| **PO 2 Location**<br>Recreation and Open space is conveniently connected to the Principal, Major, District or Township centres.<br><br>Uses other than *Recreation activities (recreation and open space)* are located so as:<br>(a) not to prejudice the consolidation of like non-recreational uses in | ✓<br><br>• The proposed development is for an expansion of an existing retirement facility, such that the development is within a reasonable expectation of development that would occur at this location |

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| other more appropriate areas;<br>(b) to be co-located with other non-recreational uses wherever possible;<br>(c) to be accessible for, and provide a service to, the local population; and<br>(d) to be located on the major road network rather than local residential streets.<br>Note: non-recreational uses are any uses that are not associated with a Recreational activities use. | |
| **PO 3 Density and site coverage**<br><br>The density of buildings associated with recreation activities does not impact adversely on residential amenity in adjoining premises. | ✓<br>• The proposed works achieve an acceptable building density 8%. |
| **PO 4 Setbacks**<br>Building setbacks:<br>(a) enhance the appearance and character of streets and buildings;<br>(b) are appropriate to the scale of the development and the intended character of the Recreation and open space Zone in which the site is located;<br>(c) provide for adequate daylight for habitable rooms and open space areas on and adjoining the site;<br>(d) are sufficient to minimise loss of privacy, overshadowing and overlooking of adjoining premises; and<br>(e) provide adequate separation and buffering between residential and non-residential premises. | ✓<br>• Minimum setbacks in line with the QDC are achieved. |
| **PO 5 Height**<br>The height of buildings is compatible with and complementary to the character of the recreation and open space environment and the surrounding environments and does not unduly reduce privacy on adjoining land. | ✓<br>• Buildings will not exceed 1 storey in height, reflective of the prevailing built character. |
| **PO 6 Outbuildings**<br>Amenity of surrounding urban areas is to be maintained, and outbuildings are not used for activities not associated with a recreation and open space use.<br><br>Note: a recreation and open space use has a level of assessment other than | **N/A** – The application is not for an outbuilding. |

| | |
|---|---|
| Impact Assessable in the Recreation and Open Space Zone. | |
| **PO 7 Separation from incompatible land uses**<br>Adequate separation distances are provided between uses in the Recreation and open space zone (and also uses outside the zone) to ensure:<br>(a) the future viability of surrounding uses;<br>(b) infrastructure items are protected from incompatible development;<br>(c) an appropriate standard of amenity and public safety; and<br>(d) conflict arising from incompatible uses is minimised. | **N/A** – The application is not for a major sport or entertainment facility. |
| **PO 8 Buffers**<br>Adequate buffers are provided to protect Recreation and open space uses from agricultural, transport and industrial activities.<br>Note: a Recreation and open space use has a level of assessment other than Impact Assessable in the Recreation and open space zone.<br>Note: Refer to *SC6.2 Planning scheme policy – Landscaping* for guidance on designing and establishing landscape buffers. | **N/A** - Proposed development will be co-located with existing retirement facilities. It is not an agricultural, transport and industrial activity. |
| ***Amenity*** | |
| ***Advertising signage – refer to the Advertising devices code*** | |
| ***Heritage places – in addition, refer to the Heritage overlay code***<br>• where mapped in the SPP Cultural heritage mapping or listed in the Heritage and character policy | |
| **PO 9 Building appearance**<br><br>Buildings are designed to a high aesthetic standard.<br><br>Service spaces and facilities are designed and sited in an unobtrusive and convenient manner. | ✓<br>• Conditions of development approval can ensure that mechanical equipment is not readily visible from public areas. |
| **PO 10 Footpaths**<br><br>Footpaths are provided for pedestrian comfort. | ✓<br>• The proposed development has access to existing pedestrian footpaths. |
| **PO 11 Cultural heritage**<br>The physical integrity and significance of cultural heritage discovered during development is retained.<br>Note: Cultural heritage refers to indigenous and non- indigenous cultural heritage. | **N/A** - The subject site is not mapped as containing areas of cultural heritage significance. |

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| ***Landscaping*** | |
| ***Landscaping – refer to the Operational works landscaping code*** | |
| **PO 12 Landscaping**<br>Street trees and landscaping at the site shall:<br>(a) contribute positively to the built form and the street;<br>(b) be visually pleasing and create an attractive environment;<br>(c) be located to take account of the direction of the breezes and sun;<br>(d) be located to give privacy and buffering from or for any incompatible uses,<br>(e) be located to avoid interference with electricity lines and other infrastructure; and<br>(f) maintain sight lines at intersections for traffic. | ✓<br>• The proposed development includes landscaping that will contribute positively to the built form and the street. |
| ***Avoiding nuisance*** | |
| **PO 13 Operating Hours**<br><br>Uses are operated in a manner that ensures the local amenity is protected. | **N/A –** The development is for a residential use. |
| **PO 14 Delivery of goods**<br><br>The loading and unloading of goods occurs at the appropriate times to protect the amenity of the area and surrounding areas. | **N/A –** The development is for a residential use. |
| **PO 15 Noise emissions**<br><br>Noise emissions from premises do not cause nuisance to adjoining properties or sensitive land uses. | ✓<br>• Conditions of development approval will be included around noise emissions. |
| **PO 16 Lighting**<br><br>Lighting is designed to ensure that surrounding areas are protected from poorly directed lighting, undue glare or lighting overspill. | ✓<br>• Conditions of development approval will require lighting not exceed 8.0 lux at 1.5 metres beyond the site boundary. |
| **PO 17 Refuse storage**<br>Refuse storage areas are:<br><br>(a) located in convenient and unobtrusive positions;<br>(b) screened from the street and adjoining uses; and<br>(c) capable of being serviced by a waste collector if required to be emptied on site. | ✓<br>• Refuse storage areas are provided in a convenient location on the site. |
| **PO 18 Refuse tips and effluent treatment plants**<br>Premises are located at an appropriate distance from refuse tips and effluent | **N/A** - Premises are not constructed within 100 metres from the boundary of a refuse tip or effluent treatment plant. |

| | |
|---|---|
| treatment plants to ensure community safety and the operation of activities is not compromised. | |
| ***ENGINEERING*** | |
| ***Earthworks – refer to the Operational works excavation or filling code*** | |
| ***Infrastructure – refer to the Operational works infrastructure code*** | |
| ***Erosion Control*** | |
| **PO 19 Construction activities**<br>Both erosion control and silt collection measures are undertaken to ensure the protection of environmental values during construction. | ✓<br>• Conditions of development approval will require that during construction, soil erosion and sediment is managed in accordance with the *Capricorn Municipal Development Guidelines*. |
| ***Provision of services*** | |
| **PO 20 Electricity supply**<br>Premises are provided with a supply of electricity adequate for the activity | ✓<br>• Premises will be connected to reticulated electricity infrastructure. |
| **PO 21 Gas supply**<br>Where a reticulated gas supply is available:<br>(a) premises are provided with a supply of reticulated gas adequate for the activity; and<br>(b) access to reticulated infrastructure is to be maintained for maintenance and replacement purposes. | ✓<br>• Premises will be conditioned to be connected to Council's reticulated gas system. |
| **PO 22 Water supply**<br>To ensure the provision of a potable and fire-fighting water supply:<br>(a) premises are provided with a supply and volume of water adequate for the activity; and<br>(b) access to reticulated water infrastructure is to be maintained for maintenance and replacement purposes. | ✓<br>• Development will be conditioned to be connected to Council's reticulated water system. |
| **PO 23 Effluent disposal**<br>To ensure that public health and environmental values are preserved:<br>(a) all premises provide for the effective treatment and disposal of effluent and other waste water; and<br>(b) access to reticulated infrastructure is to be maintained for maintenance and replacement purposes. | ✓<br>• Development will be conditioned to be connected to Council's reticulated sewer network. |
| ***Stormwater and drainage*** | |

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| **PO 24 Stormwater and inter-allotment drainage**<br>Stormwater is collected and discharged so as to:<br>(a) protect the stability of buildings and the use of adjacent land;<br>(b) prevent water-logging of nearby land;<br>(c) protect and maintain environmental values; and<br>(d) maintain access to reticulated infrastructure for maintenance and replacement purposes | • No buildings are constructed over stormwater infrastructure, including trunk mains and manholes.<br>• Stormwater generated from the proposed development will be channelled toward Railway Dam.<br>• Conditions of development approval will require that stormwater is collected and discharged appropriately. |
| ***Roads and rail*** | |
| ***Infrastructure – refer to the Infrastructure overlay code***<br>• for development in the proximity of, or potentially affecting State infrastructure. | |
| **PO 25 Protection of State controlled roads**<br>Development adjacent to State controlled roads is located to ensure safe and efficient use of the highway, and maintain and enhance the integrity of the highway as a link between centres. | **N/A** - No direct access to State Controlled Roads is proposed. |
| **PO 26 Roads**<br>An all-weather road is provided between the premises and the existing road network. | ✓<br>• Premises have access to the Council road network. |
| ***Access, parking and manoeuvring*** | |
| **PO 27 Vehicle access**<br>Vehicle access to a road is provided to a standard appropriate for the activity. | ✓<br>• Premises have access to Whip Street, being a formed road. |
| **PO 28 Parking and manoeuvring**<br>Vehicle parking and service vehicle provision is adequate for the activity, and ensures both safety and functionality for motorists and pedestrians. | ✓<br>• The development provides adequate space for vehicle parking. |
| ***ENVIRONMENTAL*** | |
| ***Biodiversity – in addition, refer to the Biodiversity areas overlay code***<br>• where mapped in the SPP mapping as MSES. | |
| **PO 29 Air emissions**<br>Air emissions including odour do not cause environmental harm or nuisance to adjoining properties or sensitive land uses. | ✓<br>• The development is for a residential use and therefore there will be no nuisance caused to adjoining properties or sensitive land uses from air emissions. |
| **PO 30 Energy use**<br>Non-renewable energy use is minimised through efficient design and the adoption of alternative energy sources. | ✓<br>• Building design and orientation provide opportunities for the incorporation of alternative energy technologies in the future. |

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| **PO 31 Vegetation retention**<br>Development retains vegetation not mapped as MSES for the:<br>(a) purposes of scenic quality;<br>(b) protection of water quality;<br>(c) protection of water courses;<br>(d) protection of general habitat;<br>(e) protection of soil quality and the minimisation of soil erosion; and,<br>(f) establishment of open space corridors and networks. | ✓<br>• The proposed development will be located so as not to impact on any vegetation. |
| **PO 32 Pests**<br>Development avoids the introduction of non-native pest species (plant or animal), that pose a risk to ecological integrity. | ✓<br>• Development avoids the introduction of non-native pest species. |
| **PO 33 Watercourse buffers**<br>Development ensures the maintenance of riparian areas and water quality including protection from off-site transfer of sediment. | ✓<br>• The development will not be located in proximity to the high bank of any watercourses. |
| **PO 34 Watercourse integrity**<br><br>Bank stability, channel integrity and in-stream habitat is protected from degradation and maintained or improved at a standard commensurate with pre-development environmental conditions.<br><br>Development ensures that the natural surface water and groundwater hydrologic regimes of watercourses and associated buffers are maintained to the greatest extent possible. | ✓<br>• No direct interference or modification of watercourse channels, banks or riparian and in-stream habitat are required for the proposed development; and<br><br>• The development footprint is relatively minor and will result in little to no interruption of flows. |
| **PO 35 Water quality**<br>The standard of effluent and/or stormwater runoff from premises ensures the quality of surface water is suitable for:<br>(a) the biological integrity of aquatic ecosystems;<br>(b) recreational use;<br>(c) supply as drinking water after minimal treatment;<br>(d) agricultural use or industrial use; and<br>(e) minimises nuisance or harm to adjoining land owners. | ✓<br>• Stormwater systems are to be designed and constructed in accordance with the *Capricorn Municipal Development Guidelines*. |
| **PO 36 Sloping land**<br>Development is undertaken to ensure:<br>(a) vulnerability to landslip erosion and land degradation is minimised; and<br>(b) that the safety of persons and property is not compromised. | ✓<br>• Development will not be undertaken on slopes greater than 15%. |
| ***SAFETY AND RESILIENCE TO HAZARDS*** | |
| ***Airport environs – refer to the Airport and aviation facilities overlay code response provided below*** | |

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| ***Bushfire – refer to the Bushfire hazard areas overlay code response provided below***<br>• where mapped in the SPP mapping as medium bushfire hazard or above. | |
| ***Flooding – refer to the Flood hazard overlay code response provided below***<br>• where areas are mapped as within a defined flood area. | |
| ***OTHER ACTIVITIES - additional requirements***<br><br>Note: Other activities (Car park, Emergency services, Roads: exempt, Telecommunications facility, Utility installation: exempt) are either code assessable, self assessable or exempt in the Recreation and Open Space Zone. | |
| **PO 38 Telecommunications facility - location**<br>*Telecommunications facilities* must be located where there is convenient access. | **N/A** – Proposed development is not for a Telecommunications facility. |
| **PO 39 Telecommunications facility - visual impact**<br>*Telecommunications facilities* are visually integrated the landscape or townscape so as to not be visually dominant or unduly visually obtrusive. | **N/A** – Proposed development is not for a Telecommunications facility. |
| **PO 40 Utility installation**<br>Local *Utility installations* are positioned unobtrusively, and do not have undue adverse impact on their surrounds. | **N/A** – The use is not a Utility installation. |
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Part 8.2.8 the Airport Environs Overlay Code

The purpose of the Airport environs overlay code is to protect and maintain the operational efficiency and safety of the Roma Airport and aviation facilities and avoid land use conflicts.

The purpose of the code will be achieved through the following overall outcomes:-

- the safety of aircraft operating within the airport's operational airspace is maintained and enhanced;

  Note—operational airspace includes the areas and vertical dimensions of an airport's obstacle limitation surface (OLS).

- sensitive land uses and other incompatible activities are appropriately located and designed to ensure that these uses and activities do not adversely impact on airport operations;

- the risk of public safety being compromised by incidents in the take-off and landing phases of aircraft operations is minimised;

- development protects aviation facilities including navigation, communication and surveillance facilities from incompatible land uses, buildings, structures and works.

- The proposed development complies with the Purpose and Overall Outcomes of the Airport Environs Overlay Code because:

- the proposed building height is single storey and the proposed building is located over 5km from the airport;

- lighting and emissions from the proposed development will be inconsequential and will not impact on aircraft safety; and

- the proposed development will not interfere with aviation facilities, including navigation, communication and surveillance facilities from incompatible land uses, buildings, structures and works

Assessment against the design criteria of The Airport Environs Overlay Code is provided in the table below.

| ***THE AIRPORT ENVIRONS OVERLAY CODE*** | |
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| **for areas within an area of interest of the SPP strategic airport and aviation facilities mapping** | |
| **Performance outcomes** | **Acceptable outcomes** |
| ***PLANNING*** | |
| ***Use, density and built form*** | |
| **PO 1 Height - OLS**<br>Development does not cause an obstruction or hazard to the safe movement of aircraft by any temporary or permanent intrusion of a physical structures into the airport's operational airspace. | ✓<br>The proposed development will not cause an obstruction or hazard to the safe movement of aircraft because;<br>• it is single storey;<br>• is located over 5 kilometres from the closest runway; and<br>• there is no signification vegetation proposed. |
| **PO 2 Height – Communications**<br>Development ensures that temporary or permanent physical structures located within an aviation facility's building restricted area do not interfere with the safe and continued functioning of the aviation facility. | **Not applicable** – the site is not located within the building restricted area of an aviation facility. |
| **PO 3 Buffers**<br>Development does not cause an obstruction or hazard to the safe movement of aircraft within the airport's operational airspace through the attracting of wildlife, in particular flying vertebrates such as birds or bats, in significant numbers. | ✓<br>The proposed development will not cause an obstruction hazard to the safe movement of aircraft within the airport's operational airspace through the attracting of wildlife because the proposed development;<br>• does not involve the bulk handling or disposal of putrescible waste; |

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| | • is not for aquaculture, intensive animal industry, animal keeping or industrial uses;<br>• is not an outdoor recreation and entertainment activity; and<br>• any proposed landscaping and drainage works are minor and will not attract large volumes of birds and bats. |
| ***Avoiding nuisance*** | |
| **PO 4 Lighting**<br>Development does not cause an obstruction or hazard to the safe movement of aircraft within the airport's operational airspace through the installation of external lighting that could distract or interfere with a pilot's vision, or confuse the visual identification of runway, approach or navigational lighting from the air. | • Conditions of development approval will ensure that any proposed lighting does not exceed acceptable levels or cause an obstruction or hazard to the safe movement of aircraft within the airport's operational airspace. |
| **PO 5 Particulate release**<br>Development does not cause an obstruction or hazard to the safe movement of aircraft within an airport's operational airspace through the emission of particulates, gases or other materials that may cause air turbulence, reduce visibility or affect aircraft engine performance. | • The proposed development is not anticipated to release any gaseous plumes with a velocity exceeding 4.3 metres per second, smoke, dust, ash or steam or emissions with depleted oxygen content. |
| **PO 6 Noise emissions**<br>Development and land uses that are sensitive to noise interference or noise nuisance:-<br>(a) avoid noise affected areas surrounding the airport; or<br>(b) are sited, designed and constructed to mitigate noise nuisance to acceptable levels. | **Not applicable** – the subject site is not located within the ANEF contour for the Roma airport. |
| ***Safety and resilience to hazards*** | |
| **PO 7 Public safety**<br>Development within the public safety areas located at the end of airport runways avoids:-<br>(a) a significant increase in the number of people living, working or congregating in those areas; and<br>(b) the use or storage of hazardous materials. | **Not applicable** – the subject site is not located within the Public Safety Area of the Roma Airport. |
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Part 9.3.1 Accommodation activities code

This code applies to assessing material change of use for development involving the following Accommodation activities in all zones:

(a) Dwelling house

(b) Caretaker's accommodation;

(c) Dual occupancy;

(d) Multiple dwelling;

(e) Residential care facility;

(f) Retirement facility;

(g) Relocatable home park;

(h) Tourist park;

(i) Short term accommodation;

(j) Non-resident workforce accommodation; and

(k) Rural workers accommodation.

When using this code, reference should be made to section 5.3.2 and where applicable, 5.3.3 located in Part 5 (Tables of assessment).

Note – Where conflict exists between provisions of the Accommodation activities code and applicable zone code, the provisions of the Accommodation activities code take precedence.

9.3.1.2 Purpose

The purpose of the Accommodation activities code is to ensure that *Accommodation activities* are designed, located and operated to achieve an appropriate standard of amenity for residents and to maintain the amenity of surrounding neighbourhoods.

9.3.1.3 Overall Outcomes

The purpose of the code will be achieved through the following overall outcomes:-

(a) the type, location, scale, density and setbacks of *Accommodation activities* is consistent with the character and amenity of the applicable zone/s;

(b) the design of buildings and structures is compatible with surrounding development in terms of built form and scale;

(c) *Accommodation activities* are provided with appropriate service areas to undertake daily activities;

(d) *Accommodation activities* are provided with appropriate levels of landscaping, private open spaces and/or communal open space;

(e) *Accommodation activities* incorporate crime prevention through environmental design principles and promote casual surveillance of the street;

(f) *Tourist parks* support and enhance the caravan and recreation vehicle tourist industry; and

(g) *Rural worker accommodation* is subordinate to the primary use of the premises for rural activities and is appropriate for the accommodation of permanent and/or temporary rural workers.

The proposed development complies with the Purpose and Overall Outcomes of the Accommodation activities code because:

- appropriate levels of landscaping, private open spaces and/or communal open space are provided;
- appropriate service areas to undertake daily activities are provided; and
- the design of buildings and structures is compatible with surrounding development in terms of built form and scale

Assessment against the design criteria of the Accommodation activities code is provided in the table below.

| ***THE ACCOMMODATION ACTIVITIES CODE*** | |
|---|---|
| **Performance outcomes** | **Acceptable outcomes** |
| ***DWELLING HOUSE*** | |
| ***PLANNING*** | |
| ***Use, density and built form*** | |
| **PO 1 Density and site coverage**<br>The density, scale and built form of the *Dwelling house*:<br>(a) does not compromise the predominate scale and character of the locality;<br>(b) maintains an acceptable level of amenity for occupants of the *Dwelling house* and adjoining residential premises; and<br>(c) integrates with any existing *Dwelling house* on the same allotment. | **N/A** – the development is not for a Dwelling house. |
| ***Amenity*** | |
| **PO 2 Building appearance**<br>The *Dwelling house* is oriented to the street to:<br>(a) provide visual interest and ensure the streetscape is not dominated by garages, bathrooms, toilets and laundries; and<br>(b) facilitate casual surveillance of the surrounding neighbourhood. | **N/A** – the development is not for a Dwelling house. |
| ***CARETAKER'S ACCOMMODATION*** | |
| ***PLANNING*** | |
| ***Use, density and built form*** | |

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| **PO 3 Scale and location**<br>The provision of Caretaker's accommodation does not compromise the role, function and operation of the prevailing zone or precinct. | **N/A** - the development is not Caretaker's accommodation. |
| ***DUAL OCCUPANCY, MULTIPLE DWELLING, RETIREMENT FACILTY AND RESIDENTIAL CARE FACILITY*** | |
| ***PLANNING*** | |
| ***Use, density and built form*** | |
| **PO 4 Density and site coverage**<br>The density of the development is appropriate for the capacity of the site having regard to:<br>(a) site constraints;<br>(b) visual impacts;<br>(c) local amenity;<br>(d) waste disposal;<br>(e) vehicular access and parking;<br>(f) ecological impacts; and<br>(g) stormwater management. | ✓<br>Development site has a minimum street frontage of 20 metres. |
| ***Amenity*** | |
| **PO 5 Building appearance**<br>Buildings are orientated and designed to incorporate the articulation of roofs, building footprints and fragmentation of building bulk and appearance to:<br>(a) maximise the amenity of the development and add visual interest to the streetscape;<br>(b) ensure the streetscape is not dominated by garages, bathrooms, toilets and laundries;<br>(c) reduce building bulk;<br>(d) provide differentiation between buildings by means of articulation; and<br>(e) facilitate casual surveillance of the surrounding neighbourhood. | ✓<br>Buildings incorporate awning and shade structures. |
| ***Landscaping, privacy and fencing*** | |
| **PO 6 Open space**<br>Open space is provided to meet the needs of occupants for privacy, relaxation, entertainment and direct access to daylight and open air. | ✓<br>Communal recreational open space is provided with a minimum area equivalent to 16m$^2$ per *dwelling* and/or accommodation room within the development. |
| **PO 7 Landscaping**<br>Street trees and landscaping at the site shall:<br>(a) contribute positively to the built form and the street;<br>(b) be visually pleasing and create an | ✓<br>Landscaping is provided thoughout the development. |

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| attractive environment;<br>(c) be located to take account of the direction of the breezes and sun;<br>(d) be located to give privacy and buffering<br>(e) be located to avoid interference with electricity lines and other infrastructure; and<br>(f) maintain sight lines at intersections for traffic. | |
| **PO 8 Privacy**<br><br>Building design ensures an acceptable level of privacy for residents of the premises and neighbouring properties. | ✓<br><br>Building design ensures an acceptable level of privacy for residents of the premises and neighbouring properties. |
| **PO 9 Fencing**<br><br>Fencing is provided to ensure privacy and amenity for residents of the development and adjoining premises. | ✓<br><br>Fencing is provided in appropriate location in the development. |
| ***Refuse storag*** | |
| **PO 10 Refuse storage**<br>Refuse storage and collection facilities are located in areas that:<br>(a) retain reasonable standards of amenity for occupants of the premises and adjoining properties;<br>(b) are not visually obtrusive when viewed from the street; and<br>(c) provide convenient access for service vehicles (where applicable). | ✓<br>Conditions of development approval will require a communal refuse storage area is provided for a bulk refuse container/s and is serviced by a licensed contractor.<br><br>The Communal refuse storage will be required to be enclosed/ screened. |
| ***ENGINEERING*** | |
| ***Access, parking and manoeuvring*** | |
| **PO 11 Parking and manoeuvring**<br><br>Vehicle parking and manoeuvring areas do not detract from the amenity of the locality. | ✓<br>Conditions of development approval will require vehicle parking and manoeuvring areas other than parking areas for visitors, are located under, behind or level with the front line of the building/s to enable for the provision of landscaping and to avoid large areas of visible hardstand. |
| ***RELOCATABLE HOME PARK AND TOURIST PARK*** | |
| ***PLANNING*** | |
| ***Use, density and built form*** | |
| **PO 12 Scale and location**<br>Development is located on premises:<br>(a) within or in close proximity to an urban area;<br>(b) with convenient access to infrastructure, services and facilities; and | **N/A** – Proposed development is not for a relocatable home park or tourist park. |

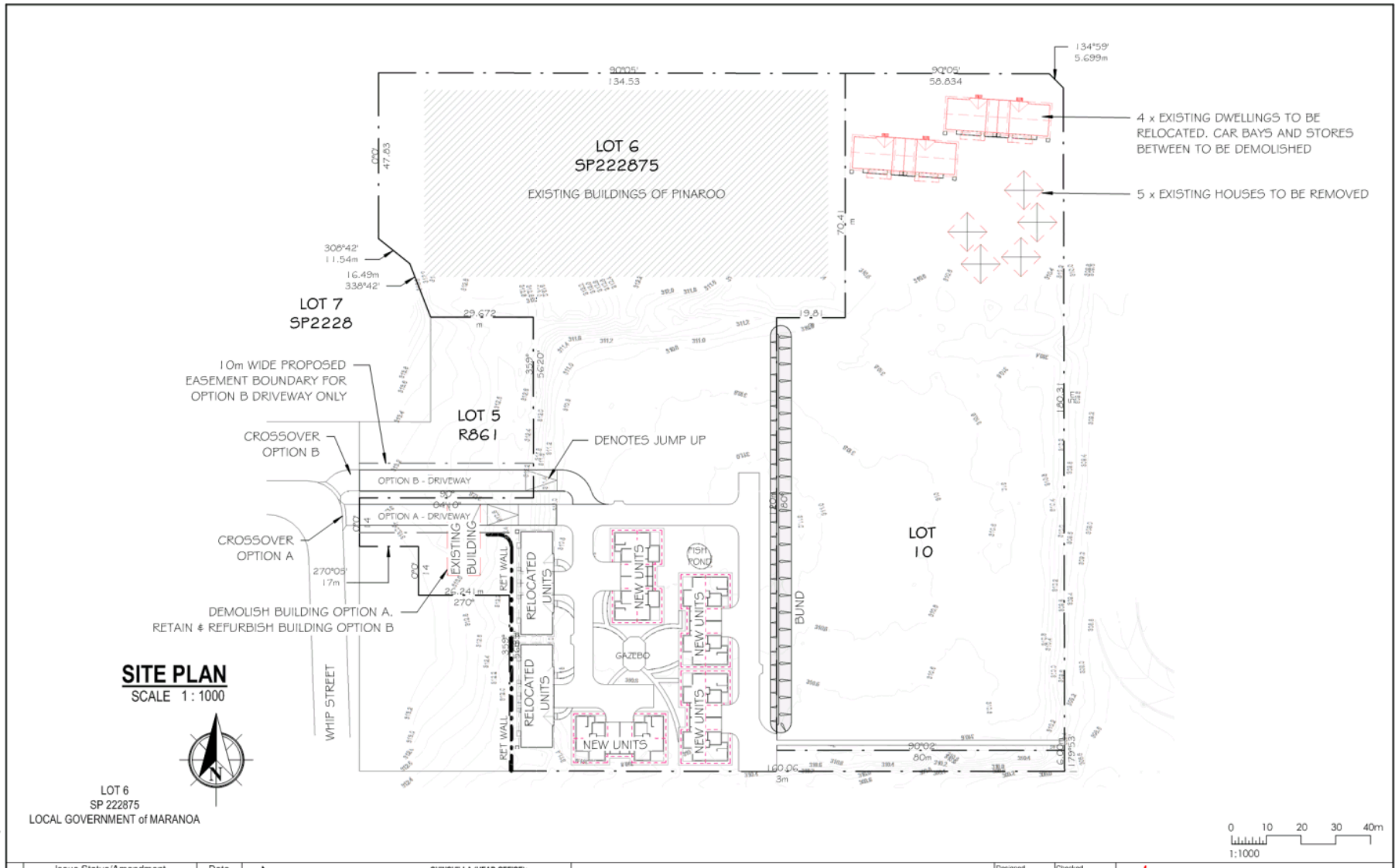
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| (c) with sufficient area to:<br>(d) provide adequate boundary setbacks, open space, access, car parking and landscaping; and<br>(e) ensure a reasonable standard of amenity is provided for occupants of the premises and adjoining properties. | |
| **PO 13 Density and site coverage**<br>The development provides suitable levels of buffering, amenity, privacy and recreation areas commensurate with the reasonable expectations of visitors and residents having regard to the nature of the accommodation use and the character of the locality. | **N/A** – Proposed development is not for a relocatable home park or tourist park. |
| **PO 14 Separation**<br>Separation distances are provided to ensure a reasonable level of privacy for all residents and visitors of the *Relocatable home park* or *Tourist park*. | **N/A** – Proposed development is not for a relocatable home park or tourist park. |
| ***Amenity*** | |
| **PO 15 General amenity**<br>Amenities and facilities are conveniently located for the day to day living and comfort of visitors and residents. | **N/A** – Proposed development is not for a relocatable home park or tourist park. |
| **PO 16 Pedestrian Comfort**<br>Convenient access is provided for the comfort of people visiting and residing at the *Relocatable home park* or *Tourist park*. | **N/A** – Proposed development is not for a relocatable home park or tourist park |
| ***Landscaping, privacy and fencing*** | |
| **PO 17 Open space**<br>Open space is provided to meet the needs of visitors and residents for privacy, relaxation, entertainment, recreation and direct access to daylight and open air. | **N/A** – Proposed development is not for a relocatable home park or tourist park |
| **PO 18 Landscaping**<br>Street trees and landscaping at the site shall:<br>(a) contribute positively to the built form and the street;<br>(b) be visually pleasing and create an attractive environment;<br>(c) be located to take account of the direction of the breezes and sun;<br>(d) be located to give privacy and buffering from or for any incompatible uses,<br>(e) be located to avoid interference with electricity lines and other infrastructure; and<br>(f) maintain sight lines at intersections for traffic. | **N/A** – Proposed development is not for a relocatable home park or tourist park |
| **PO 19 Fencing**<br>Fencing is provided to ensure privacy and amenity for visitors and residents of the development and adjoining premises. | **N/A** – Proposed development is not for a relocatable home park or tourist park |
| ***Avoiding nuisance*** | |
| **PO 20 Refuse storage** | **N/A** – Proposed development is not for a |

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| (a) Refuse storage and collection facilities are located in areas that:<br>(a) retain reasonable standards of amenity for occupants of the premises and adjoining properties;<br>(b) are not visually obtrusive from the street; and<br>(c) provide convenient access for service vehicles. | relocatable home park or tourist park |
| ***ENGINEERING*** | |
| ***Access, parking and manoeuvring*** | |
| **PO 21 Parking and manoeuvring**<br>The design and management of internal vehicle access, parking and manoeuvring areas facilitates the safe and convenient use of the *Relocatable home park* or *Tourist park*. | **N/A** – Proposed development is not for a relocatable home park or tourist park |
| ***SHORT-TERM ACCOMMODATION*** | |
| ***PLANNING*** | |
| ***Use, density and built form*** | |
| **PO 22 Scale and location**<br>*Short-term accommodation* is located on premises:<br>(a) within or in close proximity to the regions designated centres, community and tourist facilities.<br>(b) with convenient access to infrastructure, services and facilities; and<br>(c) with sufficient area to:<br>(d) provide adequate boundary setbacks, open space, access, car parking and landscaping; and<br>(e) ensure a reasonable standard of amenity is provided for occupants of the premises and adjoining properties. | **N/A** – Proposed development is not for short term accommodation. |
| ***Amenity*** | |
| **PO 23 Building appearance**<br>Buildings are orientated and designed to incorporate the articulation of roofs, building footprints and fragmentation of building bulk and appearance to:<br>(a) maximise the amenity of the development and add visual interest to the streetscape;<br>(b) reduce building bulk;<br>(c) provide differentiation between buildings by means of articulation; and<br>(d) facilitate casual surveillance of the surrounding neighbourhood. | **N/A** – Proposed development is not for short term accommodation. |
| ***Landscaping, privacy and fencing*** | |
| **PO 24 Open space** | **N/A** – Proposed development is not for short |

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| *Short-term accommodation* provides communal open space which contributes to liveability and provides for residents' needs. | term accommodation. |
| **PO 25 Landscaping**<br>Street trees and landscaping at the site shall:<br>(a) contribute positively to the built form and the street;<br>(b) be visually pleasing and create an attractive environment;<br>(c) be located to take account of the direction of the breezes and sun;<br>(d) be located to give privacy and buffering from or for any incompatible uses,<br>(e) be located to avoid interference with electricity lines and other infrastructure; and<br>(f) maintain sight lines at intersections for traffic. | **N/A** – Proposed development is not for short term accommodation. |
| **PO 26 Fencing**<br>Fencing is provided to ensure privacy and amenity for occupants of the *Short-term accommodation* and adjoining premises. | **N/A** – Proposed development is not for short term accommodation |
| **PO 27 Privacy**<br>Building design ensures an acceptable level of privacy for occupants of the premises and neighbouring properties. | **N/A** – Proposed development is not for short term accommodation |
| ***Avoiding nuisance*** | |
| **PO 28 Noise emissions**<br>Premises are designed and sited to minimise the extent of noise generated beyond the site boundaries. | **N/A** – Proposed development is not for short term accommodation. |
| **PO 29 Refuse storage**<br>Refuse storage and collection facilities are located in areas that:<br>(a) retain reasonable standards of amenity for occupants of the premises and adjoining properties;<br>(b) are not visually obtrusive when viewed from the street; and<br>(c) provide convenient access for service vehicles. | **N/A** – Proposed development is not for short term accommodation. |
| ***NON-RESIDENT WORKFORCE ACCOMMODATION*** | |
| ***PLANNING*** | |
| ***Use, density and built form*** | |
| **PO 30 Scale and location**<br>The character and amenity of the region's communities are not compromised by the location and density of *Non-resident workforce accommodation*. | **N/A** – Proposed development is not for non-resident workforce accommodation |
| **PO 31 Density and site coverage**<br>The density of *Non-resident workforce* | **N/A** – Proposed development is not for non-resident workforce accommodation |

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| *accommodation* maintains an appropriate balance of building form and open space, and preserves the intended character of the zone. | |
| **PO 32 Setbacks**<br>The siting of the *Non-resident workforce accommodation* does not adversely impact on the character and amenity of the surrounding area. | **N/A** – Proposed development is not for non-resident workforce accommodation |
| ***Amenity*** | |
| **PO 33 Advertising signage**<br>Signage is sufficient for the display of information relevant in the case of an emergency, whilst not impacting upon the visual amenity of the locality. | **N/A** – Proposed development is not for non-resident workforce accommodation |
| **PO 34 General amenity**<br>The built form and layout of the *Non-resident workforce accommodation* provides an acceptable level of amenity for residents and does not detract from the amenity of the locality. | **N/A** – Proposed development is not for non-resident workforce accommodation |
| **PO 35 Pedestrian Comfort**<br>Non-resident workers have convenient access to amenities and facilities. | **N/A** – Proposed development is not for non-resident workforce accommodation |
| **PO 36 Building appearance**<br>Building design does not detract from the amenity of the locality. | **N/A** – Proposed development is not for non-resident workforce accommodation |
| ***Landscaping, privacy and fencing*** | |
| **PO 37 Open space**<br>Open space is provided to meet the needs of non-resident workers for privacy, relaxation, entertainment, recreation and direct access to daylight and open air. | **N/A** – Proposed development is not for non-resident workforce accommodation |
| **PO 38 Landscaping**<br>Landscaping, fencing and open space is provided to:<br>(a) meet the private and communal recreation needs of non-resident workers;<br>(b) soften the visual impact of the built environment; and<br>(c) enhance the amenity of the site and surrounding area. | **N/A** – Proposed development is not for non-resident workforce accommodation |
| **PO 39 Fencing**<br>Fencing is provided to maintain and enhance the amenity of the locality and approaches to the region's towns. | **N/A** – Proposed development is not for non-resident workforce accommodation |
| ***Avoiding nuisance*** | |
| **PO 40 Period of operation**<br>The ability to use the premises and surrounding allotments for their intended purpose under the planning scheme is not compromised by the long term presence of *Non-resident workforce accommodation*.<br><br>Note: *Non-resident workforce accommodation* | **N/A** – Proposed development is not for non-resident workforce accommodation |

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| is not considered necessary permanent infrastructure within the local government area, but recognised as essential to facilitate development in the short term. | |
| **PO 41 Refuse storage**<br>Refuse storage and collection facilities are provided in a manner that:<br>is not visually obtrusive or unsanitary; and<br>is conveniently accessible by service vehicles. | **N/A** – Proposed development is not for non-resident workforce accommodation |
| ***ENVIRONMENTAL*** | |
| ***Rehabilitation*** | |
| **PO 42 Site remediation**<br>Upon cessation of the *Non-resident workforce accommodation*, the site is reinstated and/or enhanced to enable the establishment of activities consistent with the intended use of the zone. | **N/A** – The use will occupy an industrial site and be a permanent fixture. |
| ***SAFETY AND RESILIENCE TO HAZARDS*** | |
| ***Emergency events*** | |
| **PO 43 Safety**<br>*Non-resident workforce accommodation* maintains the safety of people at the site. | **N/A** – Proposed development is not for non-resident workforce accommodation |
| ***(B) RURAL WORKER'S ACCOMMODATION*** | |
| ***PLANNING*** | |
| ***Use, density and built form*** | |
| **PO 44 Scale and location**<br>Rural workers accommodation is:<br>(a) directly associated with an agricultural based rural activity on the same site;<br>(b) commensurate with the scale of the agricultural operations; and<br>(c) conveniently located in proximity to infrastructure and services. | **N/A** – The use is not for Rural workers accommodation. |
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| | Issue Status/Amendment | Date |
|---|---|---|
| P2 | CLIENT REVIEW | 09.06.20 |
| P1 | CLIENT REVIEW | |

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Telephone: (07) 4636 4100
Fax: (07) 4636 4300

**PINAROO ROMA Inc.**

**INDEPENDENT LIVING UNITS**

**WHIP STREET, ROMA 4455**

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Designed | Checked
Drawn | Checked
Approved

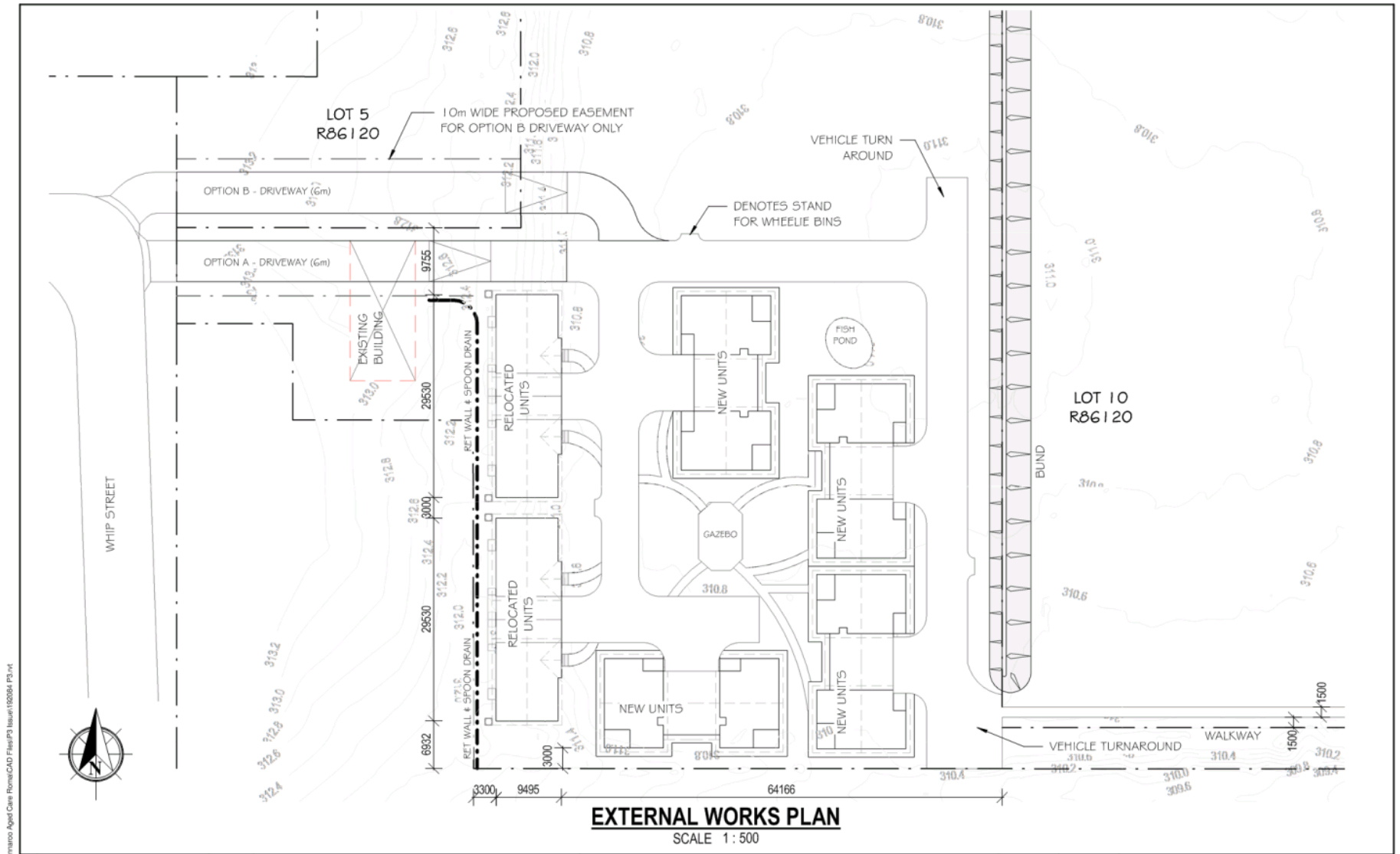
PRELIMINARY

**SITE PLAN**

| Job Number | Drawing Number | Issue |
|---|---|---|
| 192084 | SK01 | P2 |

Number 01 of 34 Drawings | Full Size A3

CAD REF: P:\19 Jobs\192084 - Pinaroo Aged Care Roma\CAD Files\P3 Issue\192084 P3.rvt




## EXTERNAL WORKS PLAN
SCALE 1 : 500

| | Issue Status/Amendment | Date |
|---|---|---|
| P2 | CLIENT REVIEW | 09.06.20 |

brandon & ASSOCIATES
ENGINEERING CONSULTANTS
personal. professional. practical.

CHINCHILLA (HEAD OFFICE):
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Fax: (07) 4668 9851

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Telephone: (07) 4622 3799
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PRELIMINARY

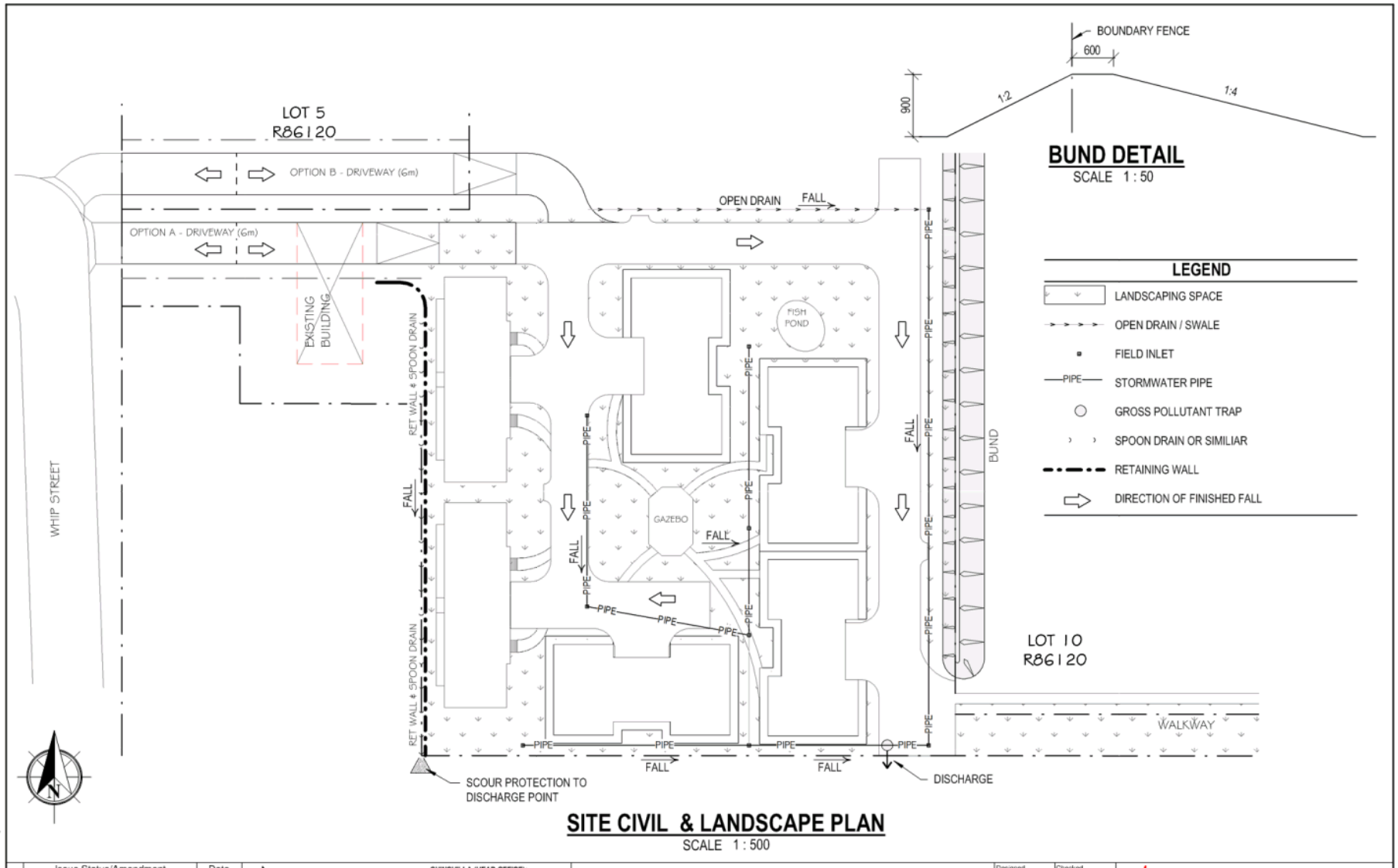
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Drawn | Checked
Approved

**EXTERNAL WORKS**

| Job Number | Drawing Number | Issue |
|---|---|---|
| 192084 | SK02 | P2 |

Number 02 of 34 Drawings | Full Size A3

CAD REF: P:\19 Jobs\192084 - Pinaroo Aged Care Roma\CAD Files\P3 Issue\192084 P3.rvt




## SITE CIVIL & LANDSCAPE PLAN
SCALE 1 : 500

CAD REF: P:\19 Jobs\192084 - Pinaroo Aged Care Roma\CAD Files\P3 Issue\192084 P3.rvt

| | Issue Status/Amendment | Date |
|---|---|---|
| P3 | ISSUE FOR APPROVAL | 10.06.20 |
| P2 | CLIENT REVIEW | 09.06.20 |

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ENGINEERING CONSULTANTS
personal. professional. practical.

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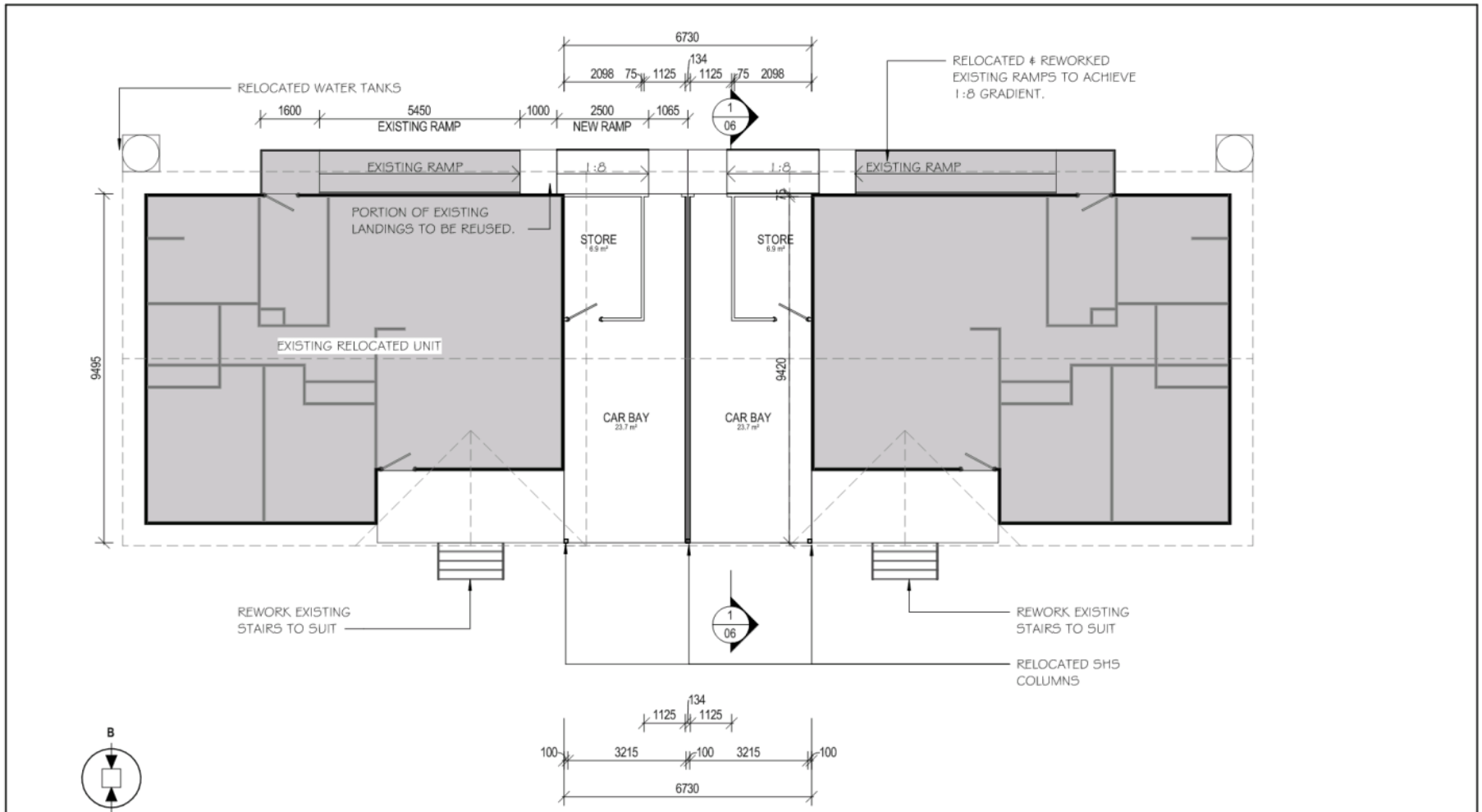
Designed | Checked
Drawn | Checked
Approved

PRELIMINARY

**SITE CIVIL & LANDSCAPE PLAN**

| Job Number | Drawing Number | Issue |
|---|---|---|
| 192084 | SK03 | P3 |

Number 03 of 34 Drawings | Full Size A3




CAD REF: \\Baa-roma-dc-01\documents\Jobs\192084 - PINAROO - Independent Living Units\CAD\192084 - Independent Living Units Pinaroo ROMA.rvt

| Issue Status/Amendment | Date |
|---|---|
| | |

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ENGINEERING CONSULTANTS
personal professional practical

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Fax: (07) 4636 4300

**PINAROO ROMA Inc.**
**INDEPENDENT LIVING UNITS**
**EXISTING/RELOCATED DWELLINGS**
**DUKE STREET, ROMA 4455**

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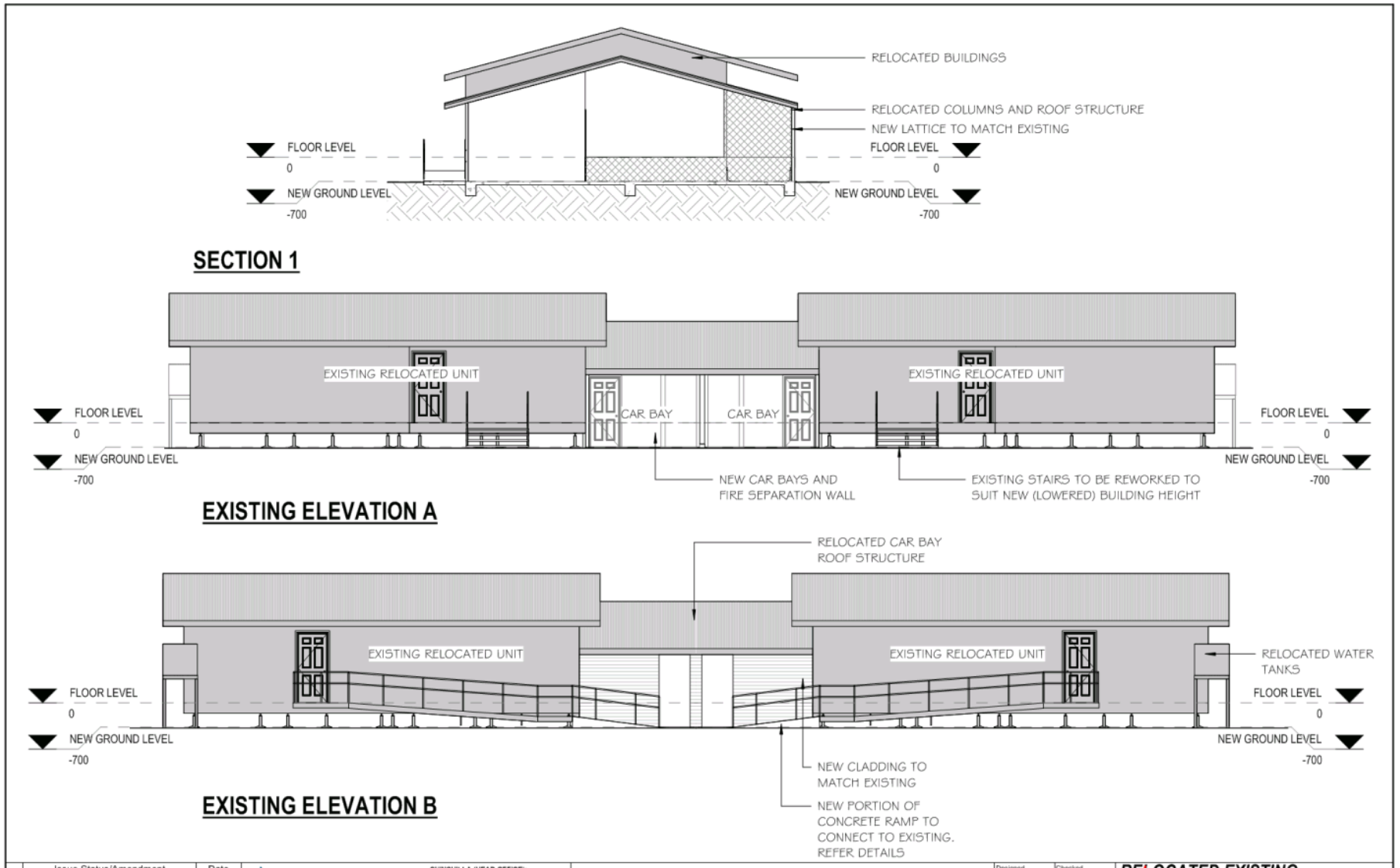
PRELIMINARY

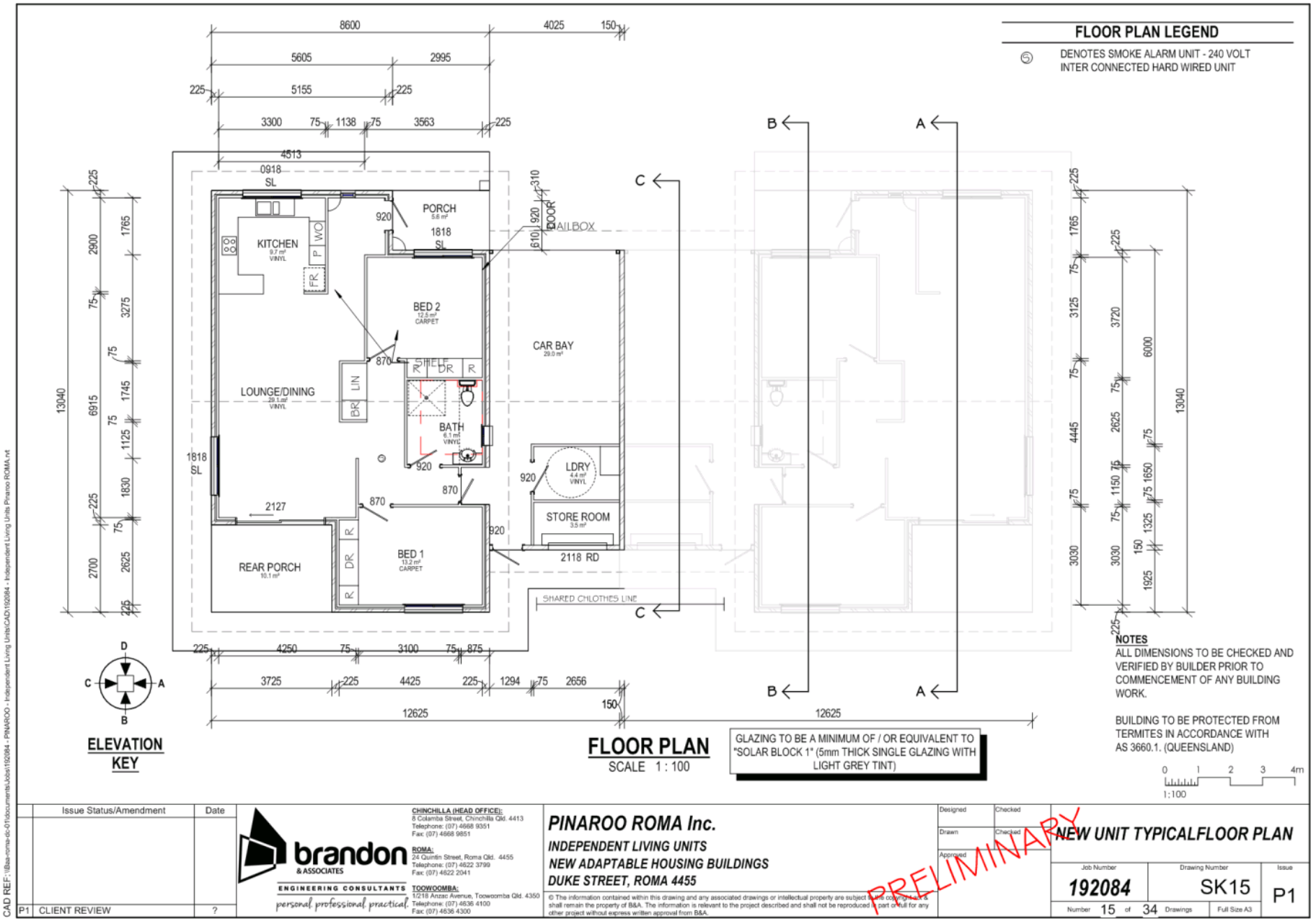
| Designed | Checked |
|---|---|
| Drawn | Checked |
| Approved | |

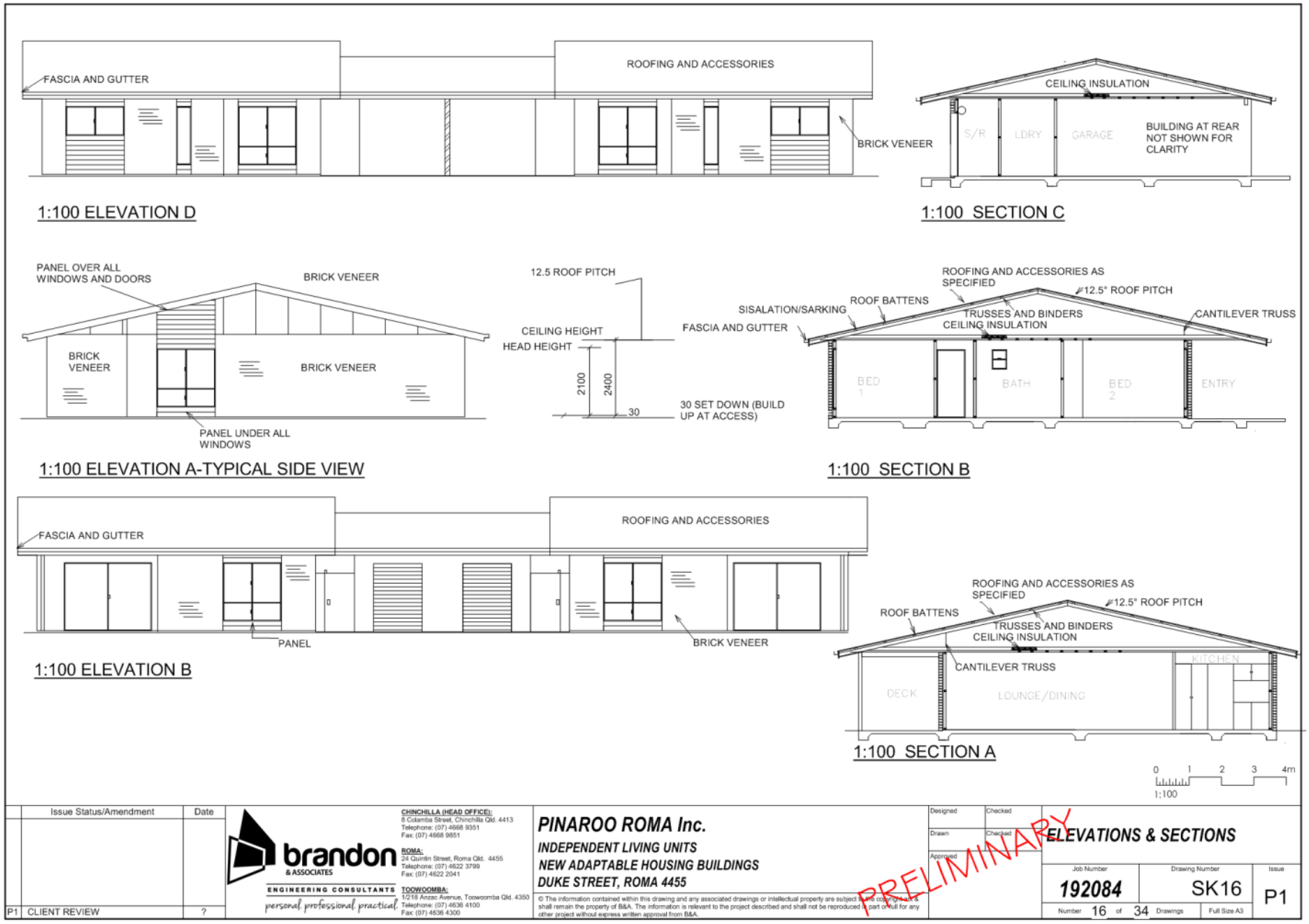
**RELOCATED EXISTING DWELLINGS AND SOME NEW WORK**

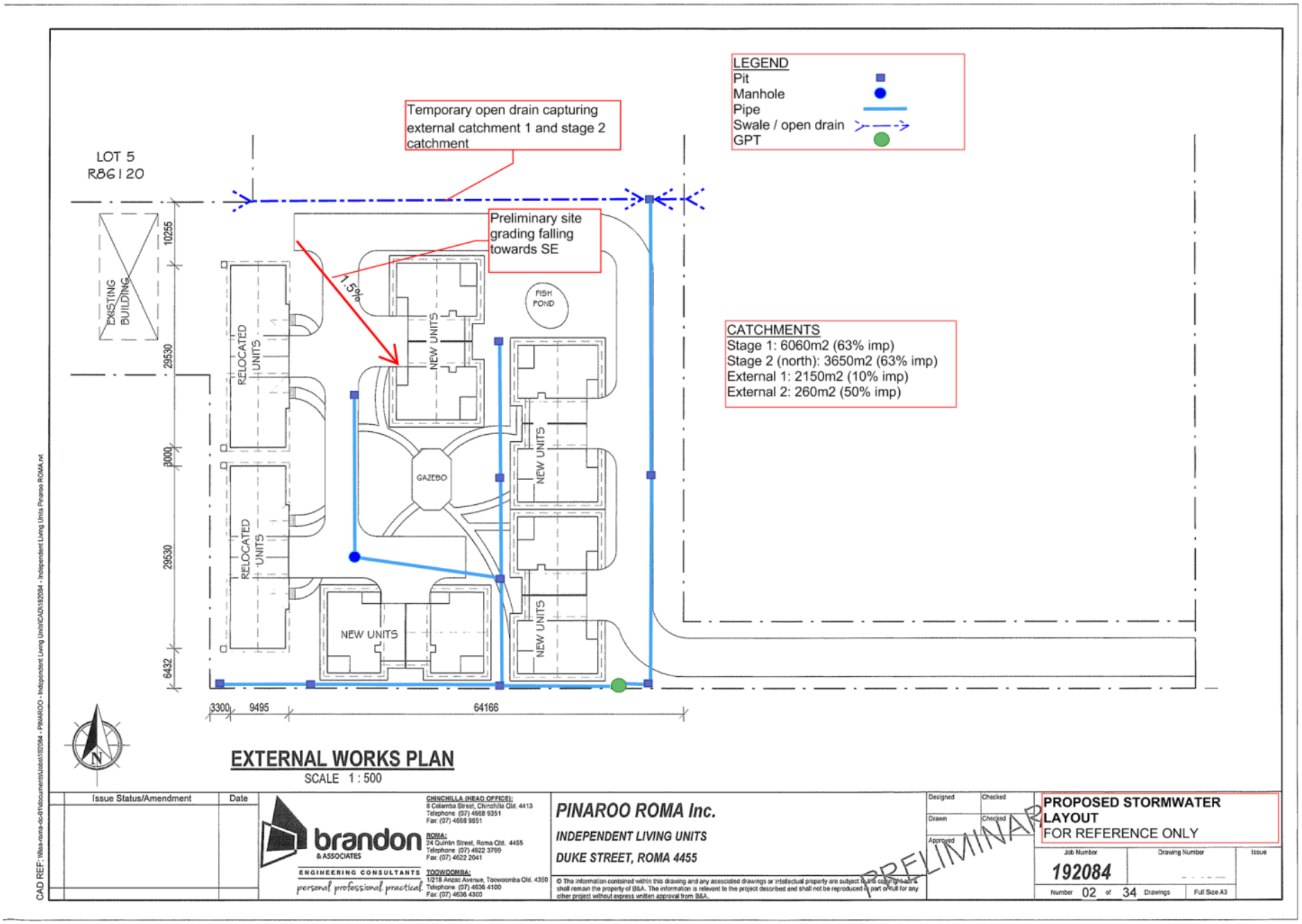
| Job Number | Drawing Number | Issue |
|---|---|---|
| 192084 | SK05 | P1 |

Number 05 of 34 Drawings | Full Size A3


RELOCATED BUILDINGS
RELOCATED COLUMNS AND ROOF STRUCTURE
NEW LATTICE TO MATCH EXISTING
FLOOR LEVEL
0
NEW GROUND LEVEL
-700
FLOOR LEVEL
0
NEW GROUND LEVEL
-700
SECTION 1
EXISTING RELOCATED UNIT
CAR BAY
CAR BAY
EXISTING RELOCATED UNIT
FLOOR LEVEL
0
NEW GROUND LEVEL
-700
FLOOR LEVEL
0
NEW GROUND LEVEL
-700
NEW CAR BAYS AND FIRE SEPARATION WALL
EXISTING STAIRS TO BE REWORKED TO SUIT NEW (LOWERED) BUILDING HEIGHT
EXISTING ELEVATION A
RELOCATED CAR BAY ROOF STRUCTURE
EXISTING RELOCATED UNIT
EXISTING RELOCATED UNIT
RELOCATED WATER TANKS
FLOOR LEVEL
0
NEW GROUND LEVEL
-700
FLOOR LEVEL
0
NEW GROUND LEVEL
-700
NEW CLADDING TO MATCH EXISTING
NEW PORTION OF CONCRETE RAMP TO CONNECT TO EXISTING. REFER DETAILS
EXISTING ELEVATION B
Issue Status/Amendment
Date
brandon & ASSOCIATES
ENGINEERING CONSULTANTS
personal professional practical
CHINCHILLA (HEAD OFFICE):
8 Colamba Street, Chinchilla Qld. 4413
Telephone: (07) 4668 9351
Fax: (07) 4668 9851
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PINAROO ROMA Inc.
INDEPENDENT LIVING UNITS
EXISTING/RELOCATED DWELLING
DUKE STREET, ROMA 4455
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Designed
Checked
Drawn
Checked
Approved
PRELIMINARY
RELOCATED EXISTING DWELLINGS - SECTION AND ELEVATION
Job Number
192084
Drawing Number
SK06
Issue
P1
Number 06 of 34 Drawings
Full Size A3
CAD REF: \\Baa-roma-dc-01\documents\Jobs\192084 - PINAROO - Independent Living Units\CAD\192084 - Independent Living Units Pinaroo ROMA.rvt


FLOOR PLAN LEGEND
DENOTES SMOKE ALARM UNIT - 240 VOLT INTER CONNECTED HARD WIRED UNIT
KITCHEN
PORCH
BED 2
CARPET
CAR BAY
LOUNGE/DINING
BATH
LDRY
STORE ROOM
REAR PORCH
BED 1
CARPET
MAILBOX
SHARED CLOTHES LINE
2118 RD
ELEVATION KEY
FLOOR PLAN
SCALE 1 : 100
GLAZING TO BE A MINIMUM OF / OR EQUIVALENT TO "SOLAR BLOCK 1" (5mm THICK SINGLE GLAZING WITH LIGHT GREY TINT)
NOTES
ALL DIMENSIONS TO BE CHECKED AND VERIFIED BY BUILDER PRIOR TO COMMENCEMENT OF ANY BUILDING WORK.
BUILDING TO BE PROTECTED FROM TERMITES IN ACCORDANCE WITH AS 3660.1. (QUEENSLAND)
1:100
Issue Status/Amendment
Date
P1 CLIENT REVIEW
brandon & ASSOCIATES
ENGINEERING CONSULTANTS
personal professional practical.
CHINCHILLA (HEAD OFFICE):
8 Colamba Street, Chinchilla Qld. 4413
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INDEPENDENT LIVING UNITS
NEW ADAPTABLE HOUSING BUILDINGS
DUKE STREET, ROMA 4455
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PRELIMINARY
Designed
Checked
Drawn
Checked
Approved
NEW UNIT TYPICALFLOOR PLAN
Job Number 192084
Drawing Number SK15
Issue P1
Number 15 of 34 Drawings
Full Size A3
CAD REF: \\Baa-roma-dc-01\documents\Jobs\192084 - PINAROO - Independent Living Units\CAD\192084 - Independent Living Units Pinaroo ROMA.rvt


FASCIA AND GUTTER
ROOFING AND ACCESSORIES
BRICK VENEER
1:100 ELEVATION D
CEILING INSULATION
S/R
LDRY
GARAGE
BUILDING AT REAR NOT SHOWN FOR CLARITY
1:100 SECTION C
PANEL OVER ALL WINDOWS AND DOORS
BRICK VENEER
BRICK VENEER
BRICK VENEER
PANEL UNDER ALL WINDOWS
1:100 ELEVATION A-TYPICAL SIDE VIEW
12.5 ROOF PITCH
CEILING HEIGHT
HEAD HEIGHT
2100
2400
30
FASCIA AND GUTTER
30 SET DOWN (BUILD UP AT ACCESS)
ROOFING AND ACCESSORIES AS SPECIFIED
12.5° ROOF PITCH
SISALATION/SARKING
ROOF BATTENS
TRUSSES AND BINDERS
CEILING INSULATION
CANTILEVER TRUSS
BED 1
BATH
BED 2
ENTRY
1:100 SECTION B
FASCIA AND GUTTER
ROOFING AND ACCESSORIES
PANEL
BRICK VENEER
1:100 ELEVATION B
ROOFING AND ACCESSORIES AS SPECIFIED
12.5° ROOF PITCH
ROOF BATTENS
TRUSSES AND BINDERS
CEILING INSULATION
CANTILEVER TRUSS
KITCHEN
DECK
LOUNGE/DINING
1:100 SECTION A
0 1 2 3 4m
1:100
CAD REF: \\Baa-roma-dc-01\documents\Jobs\192084 - PINAROO - Independent Living Units\CAD\192084 - Independent Living Units Pinaroo ROMA.rvt
Issue Status/Amendment
Date
P1 CLIENT REVIEW ?
brandon & ASSOCIATES
ENGINEERING CONSULTANTS
personal professional practical.
CHINCHILLA (HEAD OFFICE):
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NEW ADAPTABLE HOUSING BUILDINGS
DUKE STREET, ROMA 4455
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Designed
Drawn
Approved
Checked
Checked
PRELIMINARY
ELEVATIONS & SECTIONS
Job Number 192084
Drawing Number SK16
Issue P1
Number 16 of 34 Drawings
Full Size A3


LEGEND
Pit
Manhole
Pipe
Swale / open drain
GPT
Temporary open drain capturing external catchment 1 and stage 2 catchment
Preliminary site grading falling towards SE
1.5%
LOT 5
R86120
EXISTING BUILDING
RELOCATED UNITS
RELOCATED UNITS
NEW UNITS
NEW UNITS
NEW UNITS
NEW UNITS
FISH POND
GAZEBO
CATCHMENTS
Stage 1: 6060m2 (63% imp)
Stage 2 (north): 3650m2 (63% imp)
External 1: 2150m2 (10% imp)
External 2: 260m2 (50% imp)
10255
29530
8000
29530
6432
3300
9495
64166
N
EXTERNAL WORKS PLAN
SCALE 1 : 500
Issue Status/Amendment
Date
brandon & ASSOCIATES
ENGINEERING CONSULTANTS
personal professional practical
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Designed
Checked
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Checked
Approved
PRELIMINARY
PROPOSED STORMWATER LAYOUT
FOR REFERENCE ONLY
Job Number
192084
Drawing Number
Issue
Number 02 of 34 Drawings
Full Size A3
CAD REF: \B&a-roma-sb-01\documents\Jobs\192084 - PINAROO - Indipsendent Living Units\CAD\192084 - Independent Living Units Pinaroo ROMA.rvt

maranoa REGIONAL COUNCIL

**Enquiries:** Shirley Horrobin
**Phone:** 07 4626 6111 (Direct) or
1300 007 662 (via Customer Service)
**Our Refs:** D20/21179; D20/22777; D20/26979

8 April 2020

Mr Howard Hobbs
Chairman Pinaroo Roma Inc.
PO Box 271
Roma Qld 4455

***Via email:*** manager@pinaroo.com.au

Dear Mr Hobbs Howard

**Re: Request from Pinaroo Roma Inc. –
Additional Land for Aged Care Purposes**

At the Council Meeting held on 18 March 2020, Council further considered the request received from Pinaroo Roma Inc. to acquire additional land for aged care purposes.

The outcome from the meeting was that Council resolved as follows:

***Resolution No. GM/03.2020/60***

***That Council:***

1. ***Advise Pinaroo Inc. Roma that the land described as Lot 5 on R86120 is a Reserve for Local Government Purposes, Sub Purpose Pound, and that Council infrastructure including gas, sewer and water mains are located under the site.***
2. ***Advise Pinaroo Inc. Roma that due to the nature of Council infrastructure located on the site, Council is not able to relinquish the land back to the State Government.***
3. ***Discuss with Pinaroo Inc. Roma any other opportunities that may be further explored.***

In accordance with Council's resolution, a Council Officer will make contact in the near future to allow further discussion.

If you have any further queries regarding this matter, please do not hesitate to contact Council's Administration Officer - Land Administration, Shirley Horrobin, on one of the numbers listed above.

Yours sincerely

Robert Hayward
**Deputy CEO/**
**Director Development, Facilities & Environmental Services**

**Maranoa Regional Council**
Cnr Bungil & Quintin Streets
Roma Queensland 4455

**PHONE** 1300 007 662
**FAX** 07 4624 6990
**EMAIL** council@maranoa.qld.gov.au

PO Box 620, Roma Qld 4455
ABN: 99 324 089 164
**www.maranoa.qld.gov.au**

maranoa REGIONAL COUNCIL

**File:** 2020/20048
**Enquiries to:** Department of Development, Facilities and Environmental Services

23 June 2020

The Corporation of the Roman Catholic Diocese
C/- Precinct Urban Planning
Attention: Paul Kelly
PO Box 3038
Toowoomba QLD 4350

**By Email**: paul@precinctplan.com.au

Dear Mr. Kelly,

## Decision notice – Negotiated Decision

(Given under section 76 of the *Planning Act 2016*)

The Maranoa Regional Council received your change representations made under section 75 of the *Planning Act 2016* on 26 May 2020 for the following development approval.

### Application details

| | |
|---|---|
| Application No: | **2020/20048** |
| Application Proposal: | **Reconfiguring a Lot – "Boundary Realignment" (3 into 2 lots)** |
| Street Address: | **45 & 47 Duke Street and 56 Bowen Street, Roma QLD 4455** |
| Real Property Description: | **Lot: 6 SP: 222875, Lot: 9 R: 86144 and Lot: 10 R: 86120** |

### Decision for change application

| | |
|---|---|
| Date of Decision: | **23 June 2020** |

In relation to the request to make changes to Development Approval 2018/19776, Council decided the following;

Give a Negotiated Decision Notice to the applicant that states that Council agrees to the following changes to Decision Notice 2020/20048:

**Delete the following condition;**

13. The sewerage main and associated infrastructure that is located within proposed Lot 10 *on Plan of Development 37510-3_POD* dated 23/10/18 must be contained within a 4.0 metre wide registered easement.

**Maranoa Regional Council**
Cnr Bungil & Quintin Streets
Roma Queensland 4455

**PHONE** 1300 007 662
**FAX** 07 4624 6990
**EMAIL** council@maranoa.qld.gov.au

PO Box 620, Roma Qld 4455
ABN: 99 324 089 164
**www.maranoa.qld.gov.au**

For further information please contact Christopher Tickner, Lead Town Planner, on the phone number provided below, or via email to planning@maranoa.qld.gov.au.

Yours faithfully

Danielle Pearn
**Manager Planning and Building Development**

Encl. Negotiated decision notice



**Maranoa Regional Council**
Cnr Bungil & Quintin Streets
Roma Queensland 4455

**PHONE** 1300 007 662
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PO Box 620, Roma Qld 4455
ABN: 99 324 089 164
**www.maranoa.qld.gov.au**

**File:** 2020/20048
**Enquiries to:** Department of Development, Facilities and Environmental Services

23 June 2020

The Corporation of the Roman Catholic Diocese
C/- Precinct Urban Planning
Attention: Paul Kelly
PO Box 3038
Toowoomba QLD 4350

Dear Mr. Kelly,

## Negotiated Decision Notice–Approval (with conditions)

(Given under section 63 of the *Planning Act 2016*)

I acknowledge the below application was properly made on 6 March 2020.

### Application details

| | |
|---|---|
| Approval Sought: | **Development Permit** |
| Application Proposal: | **Reconfiguring a Lot - Boundary Realignment (3 into 2 lots) and Access Easement** |
| Category of Assessment: | **Code Assessment** |
| Planning Scheme: | ***Maranoa Planning Scheme 2017*** |

### Location details

| | |
|---|---|
| Street Address: | **45 & 47 Duke Street and 56 Bowen Street, Roma QLD 4455** |
| Real Property Description: | **Lot: 6 SP: 222875, Lot: 9 R: 86114 and Lot: 10 R: 86120** |

### Negotiated Decision

I wish to advise that a negotiated decision for the above described application was approved by the Manager of Planning & Building Development as the delegate appointed by the Council on 23 June 2020. The changes to the original approval are shown in "blue" text in Attachment 1.

**Maranoa Regional Council**
Cnr Bungil & Quintin Streets
Roma Queensland 4455

**PHONE** 1300 007 662
**FAX** 07 4624 6990
**EMAIL** council@maranoa.qld.gov.au

PO Box 620, Roma Qld 4455
ABN: 99 324 089 164
**www.maranoa.qld.gov.au**

## Details of the approval

This application is not taken to have been approved (a deemed approval) under section 64(5) of the *Planning Act 2016*. The following approval is given:

| | ***Planning Regulation 2017* reference** | **Development Permit** | **Preliminary Approval** |
|---|---|---|---|
| Development assessable under the planning scheme, superseded planning scheme, a temporary local planning instrument, a master plan or a preliminary approval which includes a variation approval | | ☒ | |

## Conditions

This approval is subject to conditions in Attachment 1.

## Further development permits

Please be advised that the following development permits are required to be obtained before the development can be carried out:

- Survey Plan approval
- Development permit - Operational works - unless compliant with the requirements for Accepted development in the *Planning Regulation 2017* or the *Maranoa Planning Scheme 2017*.

## Properly made submissions

No part of the application required public notification.

## Referral agencies for the application

There were no referral agencies for the application.

## Approved plans, specifications and drawings

Copies of the following approved plans, specifications and/or drawings are enclosed.

| Plan/Document Number | Plan/Document Name | Date |
|---|---|---|
| 37510-3_POD | Plan of Development | 23/10/18 |

## Currency period for the approval (s.85 of the Planning Act)

This approval lapses if a plan for the reconfiguration that under the Land Title Act 1994 is required to be given to a local government for approval is not given within 4 years.



**Maranoa Regional Council**
Cnr Bungil & Quintin Streets
Roma Queensland 4455

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PO Box 620, Roma Qld 4455
ABN: 99 324 089 164
**www.maranoa.qld.gov.au**

## Appeal rights

The rights of an applicant to appeal to a tribunal or the Planning and Environment Court against a decision about a development application are set out in chapter 6, part 1 of the *Planning Act 2016*. For certain applications, there may also be a right to make an application for a declaration by a tribunal (see chapter 6, part 2 of the *Planning Act 2016).*

*Appeal by an applicant*

An applicant for a development application may appeal to the Planning and Environment Court against the following:

- the refusal of all or part of the development application
- a provision of the development approval
- the decision to give a preliminary approval when a development permit was applied for
- a deemed refusal of the development application.

An applicant may also have a right to appeal to the Development tribunal. For more information, see schedule 1 of the *Planning Act 2016*.

*Appeal by an eligible submitter*

An eligible submitter for a development application may appeal to the Planning and Environment Court against the decision to approve the application, to the extent the decision relates to:

- any part of the development application that required impact assessment
- a variation request.

The timeframes for starting an appeal in the Planning and Environment Court are set out in section 229 of the *Planning Act 2016*.

**Attachment 2** is an extract from the *Planning Act 2016* that sets out the applicant's appeal rights and the appeal rights of a submitter.

To stay informed about any appeal proceedings which may relate to this decision visit: https://planning.dsdmip.qld.gov.au/planning/our-planning-system/dispute-resolution/pe-court-database.

For further information please contact Christopher Tickner, Lead Town Planner, on the phone number provided below or via email planning@maranoa.qld.gov.au.

Yours faithfully

Danielle Pearn
**Manager Planning and Building Development**

enc. Attachment 1 - Assessment Manager Conditions of Approval (Maranoa Regional Council)
Attachment 2 - Appeal Provisions
Attachment 3 - Statement of Reasons
Attachment 4 - Approved Plans and Specifications



**Maranoa Regional Council**
Cnr Bungil & Quintin Streets
Roma Queensland 4455

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## ATTACHMENT 1 – ASSESSMENT MANAGER CONDITIONS OF APPROVAL (MARANOA REGIONAL COUNCIL)

**Preamble**

i. Refer to http://www.cmdg.com.au/ for the Capricorn Municipal Development Guidelines (CMDG).

ii. Refer to http://www.maranoa.qld.gov.au/council-policies for Council Policies.

iii. The relevant planning scheme for this development is the *Maranoa Planning Scheme 2017*. All references to the 'Planning Scheme' and 'Planning Scheme Schedules' within these conditions refer to the above Planning Scheme, unless otherwise stated.

iv. The land use rating category may change upon commencement of any new use on the approved lots. Council's current Revenue Statement can be viewed on the Council Website: www.maranoa.qld.gov.au.

v. A development permit for a Material Change of Use will be required for any activity or development on the approved lot(s) that does not comply with the accepted development criteria in the *Maranoa Planning Scheme 2017*.

vi. There is a nil Infrastructure Charge for the proposed development because there is no extra demand on any of Council's trunk infrastructure networks as a result of the development that has not already been considered in Council's current LGIP.

vii. Operational Works approval/s will be required for any civil works (i.e. connection to Council and external infrastructure). The Operational Works application/s must meet the requirements of the *Planning Act 2016*, the Maranoa *Planning Scheme 2017* and Council's adopted design standards in effect at the time of application (as applicable).

viii. The registered proprietor is responsible for gaining the approvals of any other Authorities having jurisdiction over any part of the works required to facilitate the approved development.

ix. This approval lapses if a plan for the reconfiguration is not given to the Council within four (4) years of the approval taking effect. The plan for the reconfiguration must be duly signed by the registered proprietor of the land and the surveyor, and submitted to Council for approval in a form acceptable to Council within the relevant period.

x. Unless otherwise stated all conditions shall be completed prior to the Council endorsing the relevant plan of survey.

xi. In completing an assessment of the proposed development, Council has relied on the information submitted in support of the development application as true and correct. Any change to the approved plans and documents may require a new or changed development approval. Council should be contacted for advice in the event of any potential change in circumstances.

Approved development

1. The approved development is for a Reconfiguration of a Lot (*rearranging the boundaries of a lot by registering a plan of subdivision under the Land Act or the Land Title Act* and *creating an easement giving access to a lot from a constructed road*).

General

2. Complete and maintain the approved development in accordance with:



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a. development approval documents; and

b. those parts of the approved development that have been specified in detail by the Council unless the Council agrees in writing that those parts will be adequately complied with by amended specifications.

3. Any civil engineering and related work shall be designed and supervised by Registered Professional Engineers of Queensland (RPEQ) who are competent in the construction of the works.

Compliance inspection

4. The applicant shall contact Council to arrange a development compliance inspection prior to the endorsement of the survey plan.

5. Unless otherwise stated all conditions must be completed prior to Council endorsing the plan of survey.

Approved plans

6. The approved development is to be carried out in accordance with following approved plans and documents and subject to the approval conditions. Where there is any conflict between the approval conditions and the details shown on the approved plans, the approval conditions prevail.

| Plan/Document Number | Plan/Document Name | Date |
|---|---|---|
| 37510-3_POD | Plan of Development | 23/10/18 |

Existing buildings and structures

7. Existing buildings, structures, infrastructure and services located on the development site are not to encroach on the proposed allotment boundaries.

Provision of Services

8. Infrastructure and services required in connection with the establishment of the approved development must be provided at no cost to Council.

9. All services installation, including sewerage, water, gas, electricity and telecommunications connections to the respective networks, must comply with:

(a) the development approval conditions;
(b) the relevant service provider's requirements and specifications;
(c) any relevant provisions in the planning scheme for the area;
(d) Council's standard designs for such work where such designs exist;
(e) the Capricorn Municipal Development Guidelines (CMDG) where it applies;
(f) any relevant Australian Standard that applies to that type of work; and
(g) any alternative specifications that the Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.

10. Where it is necessary for existing reticulated infrastructure networks to be extended to provide the required service connections to the approved lots, such works will form part of a



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development application for operational works and will be the responsibility of the developer.

11. Any conflicts associated with proposed and existing services shall be forwarded by the developer to the appropriate controlling authority for approval of any proposed changes.

Sewer reticulation

12. Each lot is to be connected to the Council's reticulated sewerage disposal system in accordance with the Water Services Association of Australia (WSAA) publication WSA02-2002 Sewerage Code of Australia (version 2.3) and the CMDG Design Guideline - D12 Sewerage Reticulation, at no cost to Council.

**CONDITION DELETED**

~~13. The sewerage main and associated infrastructure that is located within proposed Lot 10 *on Plan of Development 37510-3_POD* dated 23/10/18 must be contained within a 4.0 metre wide registered easement.~~

Water reticulation

14. Each lot is to be connected to the Council's reticulated water supply system in accordance with the Water Services Association of Australia (WSAA) publication WSA03-2002 Water Reticulation Code of Australia (version 2.3), and the Capricorn Municipal Development Guideline - D11 Water reticulation, at no cost to Council.

15. Any water mains and associated infrastructure constructed within allotment boundaries to facilitate the reconfiguration or enable further development on the approved lots must be contained within a 5.0 metre wide registered easement.

Gas reticulation

16. Each lot is to be connected to the Council's reticulated gas supply network in accordance with Australian Standard: *AS 4645 – Gas distribution networks*.

Electricity supply

17. Each lot is to be connected to the reticulated electricity network. The connection is to be approved by the relevant energy regulatory authority.

Access easement

18. The developer is to provide documentation to Council showing that an Access Easement has been created in accordance with the approved plans and documents. The Access Easement, shown as EMT A on *Plan of Development 37510-3_POD* dated 23/10/18, is to be in favour of proposed Lot 6, burdening proposed Lot 10 on *Plan of Development 37510-3_POD* dated 23/10/18. The easement document must be registered simultaneously with the plan of survey.

19. The access easement shall be restricted to pedestrian and emergency vehicle use only. Signage is to be erected adjacent to the easement access location at Duke Street and adjacent to the easement access location on the boundary of Lot 6 and Lot 10 on *Plan of Development 37510-3_POD* advising that the easement is for pedestrian and emergency vehicle access only.

20. The access easement shall be constructed from an all-weather surface and must be maintained by the landowner of proposed Lot 6 on *Plan of Development 37510-3_POD* dated 23/10/18 so as to remain trafficable at all times. The access easement is to be clearly delineated from all other areas of the approved lots through the use of bollards, fencing or other means.



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Stormwater and Drainage

21. Post-development stormwater runoff flows, the characteristics of which include volume, concentration and velocities from the development site, must not exceed pre-development stormwater runoff flows to adjoining properties or roads. Stormwater runoff from the site must not adversely impact on flooding or drainage of properties or roads that are upstream, downstream or adjacent to the site.

22. Stormwater must not be allowed to pond on the property being developed during the development process and after the development has been completed unless the type and size of ponding has been agreed in writing by the Council or as a specific development approval condition.

23. There must be no increases in any silt loads or contaminates in any overland flow from the property being developed during the development process and after the development has been completed. 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.

Erosion Control

24. All construction works on site are to be undertaken in accordance with the Soil Erosion and Sediment Control Engineering Guidelines for Queensland Construction sites (IE Aust, Queensland Division, Brisbane – or later versions).

25. For all components of the development works where there is a possibility of erosion or silt or other materials being washed off the property during the development process, the developer must document and implement a management plan that prevents this from occurring. The erosion and sediment control plan/s must be included as part of any Operational Works application/s associated with the development.

26. 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 undertaken immediately at no cost to Council.

Vehicle access

27. Each lot must be provided with a vehicle crossover designed and constructed in accordance with the CMDG. The landowner is responsible for obtaining any approvals that may be required and for complying with the applicable standards.

28. Vehicle crossovers must be located a minimum distance of one metre from any street signage, power poles, street lights, manholes, stormwater gully pits or other Council assets, unless otherwise specified in the applicable development standards and specifications.

Repair Damaged Infrastructure

29. Council and public utility services, infrastructure and assets must be located and protected at all times. Any damage to existing roads and infrastructure that is attributable to the development of the site must be immediately rectified in accordance with the asset owners' requirements and specifications and to the satisfaction of the asset owners' representative/s, and at no cost to Council.

Avoiding Nuisance

30. During 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



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discharge or siltation at any time, including non-working hours.

No Cost to Council

31. All costs associated with the approved development are to be met by the developer, including costs of survey, easement preparation and registration, document lodgement, plan sealing and land transfers, unless there is specific agreement by other parties, including the Council, to meeting those costs.

Latest versions

32. 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 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.

Rates and charges

33. 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 Council endorsing the plan of survey.



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## ATTACHMENT 2 – PLANNING ACT EXTRACT APPEAL RIGHTS

**Chapter 6 Dispute resolution Part 1 Appeal rights**

**229 Appeals to tribunal or P&E Court**

(1) Schedule 1 states—

(a) matters that may be appealed to—

(i) either a tribunal or the P&E Court; or

(ii) only a tribunal; or

(iii) only the P&E Court; and

(b) the person—

(i) who may appeal a matter (the **appellant**); and

(ii) who is a respondent in an appeal of the matter; and

(iii) who is a co-respondent in an appeal of the matter; and

(iv) who may elect to be a co-respondent in an appeal of the matter.

(2) An appellant may start an appeal within the appeal period.

(3) The **appeal period** is—

(a) for an appeal by a building advisory agency—10 business days after a decision notice for the decision is given to the agency; or

(b) for an appeal against a deemed refusal—at any time after the deemed refusal happens; or

(c) for an appeal against a decision of the Minister, under chapter 7, part 4, to register premises or to renew the registration of premises—20 business days after a notice is published under section 269(3)(a) or (4); or

(d) for an appeal against an infrastructure charges notice—20 business days after the infrastructure charges notice is given to the person; or

(e) for an appeal about a deemed approval of a development application for which a decision notice has not been given—30 business days after the applicant gives the deemed approval notice to the assessment manager; or

(f) for any other appeal—20 business days after a notice of the decision for the matter, including an enforcement notice, is given to the person.

Note—

See the P&E Court Act for the court's power to extend the appeal period.

(4) Each respondent and co-respondent for an appeal may be heard in the appeal.

(5) If an appeal is only about a referral agency's response, the assessment manager may apply to the tribunal or P&E Court to withdraw from the appeal.

(6) To remove any doubt, it is declared that an appeal against an infrastructure charges notice must not be about—

(a) the adopted charge itself; or

(b) for a decision about an offset or refund—

(i) the establishment cost of trunk infrastructure identified in a LGIP; or



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(ii) the cost of infrastructure decided using the method included in the local government's charges resolution.

**230 Notice of appeal**

(1) An appellant starts an appeal by lodging, with the registrar of the tribunal or P&E Court, a notice of appeal that—

(a) is in the approved form; and

(b) succinctly states the grounds of the appeal.

(2) The notice of appeal must be accompanied by the required fee.

(3) The appellant or, for an appeal to a tribunal, the registrar must, within the service period, give a copy of the notice of appeal to—

(a) the respondent for the appeal; and

(b) each co-respondent for the appeal; and

(c) for an appeal about a development application under

(d) schedule 1, table 1, item 1—each principal submitter for

(e) the development application; and

(f) for an appeal about a change application under

(g) schedule 1, table 1, item 2—each principal submitter for

(h) the change application; and

(i) each person who may elect to become a co-respondent

(j) for the appeal, other than an eligible submitter who is not a principal submitter in an appeal under paragraph (c) or (d); and

(k) for an appeal to the P&E Court—the chief executive; and

(l) for an appeal to a tribunal under another Act—any other person who the registrar considers appropriate.

(4) The **service period** is—

(a) if a submitter or advice agency started the appeal in the P&E Court—2 business days after the appeal is started; or

(b) otherwise—10 business days after the appeal is started.

(5) A notice of appeal given to a person who may elect to be a co-respondent must state the effect of subsection (6).

(6) A person elects to be a co-respondent by filing a notice of election, in the approved form, within 10 business days after the notice of appeal is given to the person.

**231 Other appeals**

(1) Subject to this chapter, schedule 1 and the P&E Court Act, unless the Supreme Court decides a decision or other matter under this Act is affected by jurisdictional error, the decision or matter is non-appealable.

(2) The Judicial Review Act 1991, part 5 applies to the decision or matter to the extent it is affected by jurisdictional error.



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(3) A person who, but for subsection (1) could have made an application under the Judicial Review Act 1991 in relation to the decision or matter, may apply under part 4 of that Act for a statement of reasons in relation to the decision or matter.

(4) In this section—

**decision** includes—

(a) conduct engaged in for the purpose of making a decision; and

(b) other conduct that relates to the making of a decision; and

(c) the making of a decision or the failure to make a decision; and

(d) a purported decision; and

(e) a deemed refusal.

**non-appealable**, for a decision or matter, means the decision or matter—

(a) is final and conclusive; and

(b) may not be challenged, appealed against, reviewed, quashed, set aside or called into question in any other way under the Judicial Review Act 1991 or otherwise, whether by the Supreme Court, another court, a tribunal or another entity; and

(c) is not subject to any declaratory, injunctive or other order of the Supreme Court, another court, a tribunal or another entity on any ground.

**232 Rules of the P&E Court**

(1) A person who is appealing to the P&E Court must comply with the rules of the court that apply to the appeal.

(2) However, the P&E Court may hear and decide an appeal even if the person has not complied with rules of the P&E Court.



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## ATTACHMENT 3 – STATEMENT OF REASONS

The following information is provided in accordance with section 63 of the *Planning Act 2016.*

| | |
|---|---|
| **Description of Development** | Reconfiguration of a Lot (*rearranging the boundaries of a lot by registering a plan of subdivision under the Land Act or the Land Title Act* and *creating an easement giving access to a lot from a constructed road*). |
| **Assessment benchmarks** | The proposed development was assessed against the following assessment benchmarks:<br>• *Maranoa Planning Scheme 2017*<br>- *Part 9.4.5 Reconfiguring a Lot Code* |
| **Relevant matters** | The relevant matters include;<br>• The approval will result in an improved lot configuration that will facilitate the expansion of existing uses at the premises. |
| **Matters raised in submissions** | The development application is code assessable and did not require public notification. |
| **Reasons for decision** | It is considered that on balance, the proposal presents no significant inconsistency with the applicable assessment benchmarks. Development conditions have been imposed to ensure compliance to the greatest extent possible. Any perceived inconsistency with the assessment benchmarks needs to be considered in light of the relevant matters. |



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ATTACHMENT 4 – APPROVED PLAN

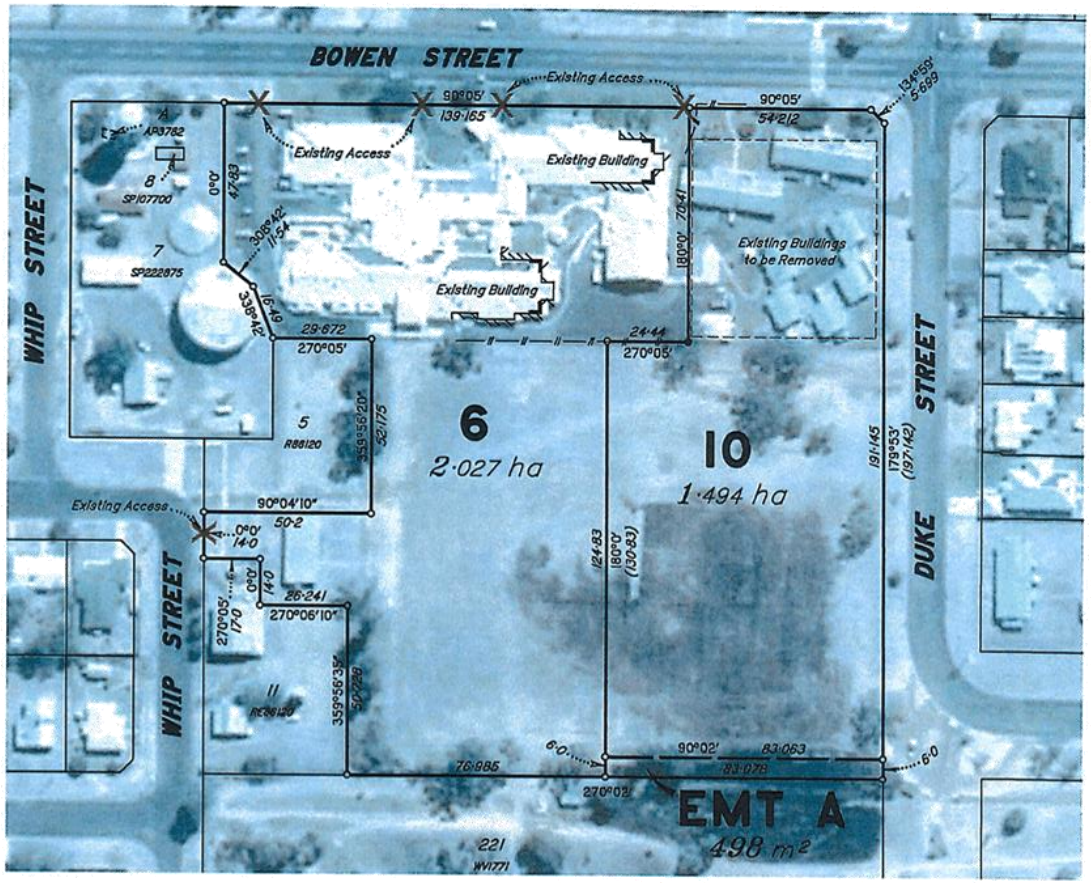


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Sheet 1 of 1




MARANOA REGIONAL COUNCIL
Planning Act 2016
This document comprises part of
Development Permit No.

2020/20048

and was issued on

23 June 2020

In accordance with the :-
Planning Act 2016
as amended

DANIELLE PEARN
Assessment Manager
Manager Planning and Building Development

NOTE:

(1) This plan was prepared for the purposes and exclusive use of to accompany an application to the Maranoa Regional Council for a Development Permit for Reconfiguring a Lot by subdivision of the subject land described in the plan and is not to be used for any other purpose or by any other person or corporation. FYFE PTY LTD © accepts no responsibility for any loss or damage suffered howsoever arising to any person or corporation who may use or rely on this plan in contravention to this clause or clause 2.

(2) The contours on this plan are at 5m intervals and are approximate and are suitable only for the purpose of this application. The accuracy of the contours has not been verified and no reliance should be placed upon each contour for any purpose other than for the purpose of the application.

(3) The dimensions, areas size and location of improvements, flood information (if shown) and number of lots shown on this plan are approximate only and may vary.

(4) This plan may not be photocopied unless this note is included.

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ORIGINAL SIZE A3

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| | |
|---|---|
| LOCAL GOV.: | MARANOA REGIONAL |
| LOCALITY: | ROMA |
| JOB No: | 37510-3 |
| SCALE: | 1:1250 |
| DATE: | 22/10/2018 |
| DRAWN BY: | NB |
| CHECKED BY: | JM |

# PLAN OF DEVELOPMENT

SHOWING RECONFIGURING OF LOTS 6 & 10 AND EMT A IN LOT 10
CANCELLING LOT 6 ON SP222875, Lot 9 on R86114 & LOT 10 ON R86120
BOWEN STREET, ROMA

Drawing No. 37510-3_POD

| REV | DETAILS | BY | DATE |
|---|---|---|---|
| C | ADDITIONAL ACCESS AND LOT 6 AREA CHANGE | NB | 09/10/19 |
| B | EMT A ADDED AND NORTHERN BOUNDARY OF LOTS 6 & 10 MOVED | NB | 13/09/19 |
| A | ISSUED FOR REVIEW | NB | 23/10/18 |

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 22 September 2020

**Item Number:** 13.6 **File Number:** D20/90861

**SUBJECT HEADING:** Amendment to 2020/2021 Capital Works Budget

**Classification:** Open Access

**Officer's Title:** Facility Lease Management & Housing Officer / Team Coordinator

**Executive Summary:**
Council is asked to consider reallocating funds included in the 2020/21 Capital Works Budget to change the scope of works planned for the Council owned property located at 72 Burrowes Street, Surat.

**Officer's Recommendation:**
That Council

1. Amend the current 2020/21 capital works budget to reflect a change of scope for works planned for the Council owned housing property at 72 Burrowes Street Surat.
2. Complete an upgrade of the bathroom, underground plumbing and relevel the property in the 2020/21 year.
3. Not proceed with restumping the property in this current financial year.

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

No

### Acronyms:

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

| Acronym | Description |
|---|---|
| Nil | Nil |

### Context:

***Why is the matter coming before Council?***

Council has allocated funds in the 2020/21 Capital Works Budget to replumb and restump the Council housing property at 72 Burrows Street Surat. Since the capital works budget was approved there has been a substantial leak in the bathroom area of this property.

At the time of inspection for planning for capital works projects, water was found under the property and because of ongoing issues with the water pipes under the house it was believed this was where the water was coming from.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

The tenant at 72 Burrowes Street Surat informed Council's Housing department of a leak on the outside of the house and under the building. Investigations found a large leak behind the shower recess with water running between the walls and under the house. This has been temporarily fixed but a bathroom upgrade is now required to address the more serious issues.

The requested budget change will have no overall impact on Council's Capital Works budget.

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

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

Local Government Regulation 2012
Section170 - Adoption and amendment of budget
(1) A local government must adopt its budget for a financial year—
(a) after 31 May in the year before the financial year; but
(b) before—
(i) 1 August in the financial year; or
(ii) a later day decided by the Minister.

(2) If the budget does not comply with section 169 when it is adopted, the adoption of the budget is of no effect.

(3) The local government may, by resolution, amend the budget for a financial year at any time before the end of the financial year.

(4) If the budget does not comply with the following when it is amended, the amendment of the budget is of no effect—
(a) section 169;

(b) the local government's decision about the rates and charges to be levied for the financial year made at the budget meeting for the financial year.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil

## Input into the Report & Recommendation*:*

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

Contract Plumbers – recommend bathroom upgrade to address wood rot and mould issues at the property.
Project Officer (Facilities Planning & Delivery)

## Funding Bodies*:*

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

$50,000 is included in the budget for underground plumbing and property restump. It is proposed to reallocate funds to complete the under-house plumbing and relevel the property before the proposed bathroom upgrade.

This will have no overall change to this year's budget.

## Future Years' Budgets:

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

Rental value for this property is $400 per fortnight ($10,400 per annum).

## Impact on Other Individuals or Interested Parties:

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

Nil

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Nil | Nil |

## Advice to Council:

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

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

It is recommended that Council amend the current 2020/21 capital works budget and not complete restumping of the Council Housing property 72 Burrowes Street in this current financial year. The property will still require the plumbing upgrade and will need to be levelled before the necessary bathroom upgrade can take place.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council

1. Amend the current 2020/21 capital works budget to reflect a change of scope for works planned for the Council owned housing property at 72 Burrowes Street Surat.
2. Complete an upgrade of the bathroom, underground plumbing and relevel the property in the 2020/21 year.
3. Not proceed with restumping the property in this current financial year.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.10 Facilities

## Supporting Documentation:

Nil

## Report authorised by:

Manager - Facilities (Land, Buildings & Structures)
Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 22 September 2020

**Item Number:** 13.7 **File Number:** D20/90796

**SUBJECT HEADING:** Mitchell Show Society Inc. - Successful Regional Agricultural Show Development Grant

**Classification:** Open Access

**Officer's Title:** Administration Officer - Land Administration

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**Executive Summary:**
The Mitchell Show Society Incorporated have been successful in obtaining funding for projects submitted under the Regional Agricultural Show Development Grant and are seeking Council's approval to commence the works at the Mitchell Showgrounds and to salvage the items being upgraded to dispose of as they see fit.

**Officer's Recommendation:**
That Council:-

1. Grant permission for the Mitchell Show Society Incorporated to undertake the following infrastructure improvements at the Mitchell Showgrounds –
    - Upgrade/replace the showgrounds perimeter fencing;
    - Paint the inside of the Show Day Pavilion Shed including touch up painting on other weathered paint;
    - Complete the showgrounds ring fence;
    - Install a 152,000 gallon water storage tank.

2. Acknowledge that the items salvaged from the Mitchell Showgrounds upgrade being a quantity of second hand fencing materials and a poly tank have a value of under $5,000 and are not considered by the Local Government Regulation 2012 as valuable non-current assets.

3. Gift the items salvaged from the upgrade being a quantity of second hand fencing materials and a poly tank to the Mitchell Show Society Incorporated on the condition that any items be disposed of through a public invitation to tender or expression of interest process. Any revenue raised must be spent by the Mitchell Show Society on improvements to the Mitchell Showgrounds.

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**Individuals or Organisations to which the report applies:**
***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Mitchell Show Society Inc. -
Committee:
President - Steve Hancock
Secretary – Norelle Boland
Treasurer – Judith Symonds

## Acronyms:

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

| Acronym | Description |
|---|---|
| Inc. | Incorporated |

## Context:

***Why is the matter coming before Council?***

Mitchell Show Society advise they have been successful with their submitted grant and are ready to commence fulfilling the project. The Committee hopes to have the works completed by December 2020.

The Show Society Inc. are seeking –

1. Council's approval to commence the works for the projects submitted in the Ag Grant for $124,000.00, being –
   - Upgrade/replace the perimeter fencing to the Show grounds.
   - Paint the inside of the Show Day Pavilion Shed including touch up painting on other weathered paint.
   - Additional funds to complete the Ring Fence.
   - Purchase and install a Water Storage Tank 152,000 gallon.

2. Council's permission to salvage the items being upgraded and to dispose of as they see fit. The Committee states the saleable items could inject further funds to be put toward the Show Grounds. The items would be the –
   - green poly tank;
   - ring fence materials; and
   - any saleable items on the boundary fence.

   The Committee have identified the Pavilion requiring further works and an awning to be built out the front of the Sheep/Wool Pavilion not covered by this grant funding.

3. Council's assistance with a person to organize the tank installation so that Council requirements are fulfilled in accordance with any regulations.

Council is asked to consider the matter.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

In 2019, Council considered a request from the Mitchell Show Society seeking a letter of support to include in a funding application for the Regional Agricultural Show Development Grant.

If successful, the group planned to make the following improvements to the current infrastructure at the Mitchell Showgrounds –

- Upgrade or replace the perimeter fence
- Paint the inside of the Main Pavilion shed and other buildings if permitted
- Arena fence – Council has allocated $15,000 in budget towards this project (funds paid)
- Purchase and installation of larger tank for sprinkler system
- Upgrade to camping power boxes

Council resolved –

***Resolution No. GM/12.2019/12***

***That Council:***

1. ***Grant permission for the infrastructure improvements at the Mitchell Showgrounds should the Mitchell Show Society Incorporated be successful in gaining funding.***

2. ***Provide a letter of support and approval for Mitchell Show Society Incorporated to be included with their funding application.***

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

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

The following legislation relates to the query from the Mitchell Show Society to salvage and offer for sale/dispose of any surplus items from the upgrade works.

***Local Government Regulation 2012 – Reg 227***

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

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

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

In accordance with Section 227 of the Local Government Regulation 2012, local governments are required to dispose of valuable non-current assets via tender or auction. The threshold for a 'valuable' non-current asset is $5,000 for plant or equipment, and $10,000 for other types of non-current asset (Section 224).

It is not expected that the value of the items exceeds the threshold for a 'valuable' non-current asset ie. Estimated value of second hand fencing materials and tank is less than $5,000.

Section 236(1)(b)(ii) lists an exception that is available for the disposal of assets to community organisations if Council felt that the value of the items may exceed $5,000:
236 Exceptions for valuable non-current asset contracts

(1) Subject to subsections (2) to (4), a local government may dispose of a valuable non-current asset other than by tender or auction if -
(b) the valuable non-current asset is disposed of to -
(i) a government agency; or
(ii) a community organisation; or
Council must resolve to use this exception under Section 236(2) of the Local Government Regulation 2012:
236 Exceptions for valuable non-current asset contracts

(2) An exception mentioned in subsection (1)(a) to (e) applies to a local government disposing of a valuable non-current asset only if, before the disposal, the local government has decided, by resolution, that the exception may apply to the local government on the disposal of a valuable non-current asset other than by tender or auction.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil

## Input into the Report & Recommendation*:*

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

Secretary for the Mitchell Show Society was contacted by Council's Facility Lease Management & Housing Officer/Team Coordinator concerning the request for Council assistance for the tank installation. Information received from the Secretary was that the Committee was time poor and they were seeking Council's assistance with advice on the building regulations etc. for the installation of the tank.

Advice has been sought from Facility Lease Management & Housing Officer/Team Coordinator and from Regional Sport & Recreation Development Officer to ascertain

their views/comments on the Committee's request to salvage and dispose of the items being upgraded. Advice received –

Facility Lease Management & Housing Officer/Team Coordinator –

The items that the Group are referring to are Council assets and therefore should go to tender.

Regional Sport & Recreation Development Officer –

Council to be responsible for selling the items and returning the funds received into improvements at the Show Grounds to ensure and monitor fair pricing is correctly assigned to the items and finalise who gets the items, with equity.

I believe they should request something similar to how the camping fees are collected at the Wallumbilla Show Grounds and get spent back on the site.

Manager Facilities (Land, Buildings and Structures) -

The items to be salvaged from the Mitchell Showgrounds will be second hand fencing materials possibly including old steel gates and a used poly tank. The items would have very little monetary value. If Council were to sell the items, the financial return would be very minimal and it is likely that it would cost Council more in administration time, than the tender would return. Alternatively, if the Mitchell Show Society were to sell the items, a higher return may be expected as people would view their purchase as a donation to the Show Society. It is recommended that the Show Society be required to publicly invite offers to acquire the property and invest any revenue received back into the showgrounds.

## Funding Bodies*:*

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Should Council opt for items salvaged from the upgrade to be sold by tender or auction by Council -

Expenditure

Potential tender/auction costs, including staff administration time and advertising.

Revenue

Possible financial income from the sale of the property.

## Future Years' Budgets:

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

Nil

## Impact on Other Individuals or Interested Parties:

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

Mitchell Show Society Inc. -

Committee:

President - Steve Hancock

Secretary – Norelle Boland

Treasurer – Judith Symonds

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Lack of control over disposal of items | Items located at the showgrounds are Council assets. Council not being in control of the disposal of the salvaged items could lead to issues concerning fair pricing and where the items go to – justified or unjustified. |
| Negative publicity/feedback. | Council's decision may attract negative feedback from the Mitchell Show Society which may result in poor publicity. |

## Advice to Council:

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

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

That Council grant permission for the Mitchell Show Society to make the infrastructure improvements as per their successful grant application.

Any items salvaged from the upgrades be gifted by Council to the Mitchell Show Society who in turn can offer for sale. All revenue raised to be used by the Show Society for further showground improvements.

Council's Building & Planning Officers to liaise with the Mitchell Show Society concerning building regulation requirements for the installation of the new water storage tank.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council:-

1. Grant permission for the Mitchell Show Society Incorporated to undertake the following infrastructure improvements at the Mitchell Showgrounds –
    - Upgrade/replace the showgrounds perimeter fencing;
    - Paint the inside of the Show Day Pavilion Shed including touch up painting on other weathered paint;
    - Complete the showgrounds ring fence;
    - Install a 152,000 gallon water storage tank.

2. Acknowledge that the items salvaged from the Mitchell Showgrounds upgrade being a quantity of second hand fencing materials and a poly tank have a value of under $5,000 and are not considered by the Local Government Regulation 2012 as valuable non-current assets.

3. Gift the items salvaged from the upgrade being a quantity of second hand fencing materials and a poly tank to the Mitchell Show Society Incorporated on the condition that any items be disposed of through a public invitation to tender or expression of interest process. Any revenue raised must be spent by the Mitchell Show Society on improvements to the Mitchell Showgrounds.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.10 Facilities

## Supporting Documentation:

| | | |
|---|---|---|
| *1*⇩ | Mitchell Show Society Inc. - Seeking approval to commence grant projects and to dispose of salvaged items | D20/90978 |

## Report authorised by:

Manager - Facilities (Land, Buildings & Structures)
Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

# Mitchell Show Society Inc. IA04631

P O Box 105 Mitchell Qld 4465 ABN 38787481505

Ref: Qld Ag Grant

21st September 2020

CEO: Julie Reitano
Maranoa Regional Council
57 Bungil St
Roma Qld 4455

Dear Ms Rietano,

Further to the previous letter sent in November 2019, I am writing to seek approval to commence the works for the projects we submitted in the Ag Grant $124000.
. Upgrade/Replace the perimeter fencing to the Show grounds.
. Paint the inside of the Show day Pavilion shed including touch up painting on other weathered paint
. Additional funds to compete the Ring Fence
. Purchase and install a Water Storage Tank 152,000g
We have been successful with this grant & are ready to commence fulfilling the project.
Most importantly, the Committee would like to ask if the Show is able salvage the items being upgraded and to dispose of as they see fit? The Committee thought that the saleable items could inject further funds to be put toward the Show Grounds. The items would be the Green Poly Tank, the Ring Fence materials & any saleable items on the Boundary Fence.
The Pavillion requires further works & an awning to be built out the front of the Sheep/Wool Pavillion not covered by this grant.
Is there any possible way the Council assist with a person to organize the Tank installation so that Council requirements are fulfilled in accordance with any regulations?
The Committee hopes to have the works completed by December 2020.

Kind Regards,

*Norelle Boland*

**PRESIDENT**
Steve Hancock
Phn: 0488 439 588
steven.hancock@landmark.com.au

**SECRETARY**
Norelle Boland
Phn: 0447 547 431
secretary.mitchellshow@gmail.com

**TREASURER**
Judith Symonds
Phn: 0427 324 489
jude.symonds@gmail.com

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 21 September 2020

**Item Number:** 13.8 **File Number:** D20/90321

**SUBJECT HEADING:** Additional Services - Toowoomba and Surat Basin Enterprise Pty Ltd.

**Classification:** Open Access

**Officer's Title:** Manager - Economic & Community Development

### Executive Summary:

Following a recent presentation to Council by TSBE/Food Leaders Australia General Manager Bruce McConnell, Council requested an estimate of additional services and associated costs that TSBE might provide to Council in the 20-21 financial year.

A detailed submission of the proposed additional services is described in this report, and the consideration of Council to amend or accept the proposal for additional services, is requested by way of this report.

### Officer's Recommendation:

That Council:

1. Engage TSBE to achieve 1.2, 1.5 and 2 of the proposal as described in this report during the current financial year.
2. Authorise Council CEO to sign the attached agreement.

### Individuals or Organisations to which the report applies:

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

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

Maranoa Regional Council on behalf of the community of the Maranoa.

### Acronyms:

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

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

| Acronym | Description |
|---|---|
| TSBE | Toowoomba and Surat Basin Enterprise Pty Ltd |
| TSBE/FLA | Toowoomba and Surat Basin Enterprise Pty Ltd/Food Leaders Australia |

## Context:

***Why is the matter coming before Council?***

Council has invited TSBE to offer its amended service levels for the consideration of Council.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

Council has partnered with TSBE since 2012 (formerly known as Surat Basin Enterprise) and consequently benefited through the work of this organisation in advancing 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, to name highlights:

- 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.
- Tourism support – Celebrity Chef video promotions
- Food “Taste of the West” events
- Wider (SEQ) reach of “Maranoa Beef” and others
- The Advancing Regional Innovation Program

## Additional services:

Following a recent presentation to Council by TSBE/Food Leaders Australia, General Manager Bruce McConnell, Council requested an estimate of additional services that TSBE might provide to Council and the associated additional costs.

The services that are our entitlement under our Service Level Agreement, and the proposed additional services are detailed below and were compiled following consultation with the author. Close association with Council’s Economic Development Unit and TSBE/FLA will be adequate to achieve the intended outcomes.

## TSBE proposed additional services:

| Opportunity | ID | Service | Cost |
|---|---|---|---|
| **Strategic Support** | **1.1** | **Telecommunications Work** - Supporting black spots<br>*Including providing a high level of data of industry within specified black spot areas.* | Nil |
| | **1.2** | **Supply Chain audits**<br>*Auditing of regional supply chains to assess their effectiveness*<br>*Identification of gaps in the supply chain we can focus investment attraction activities toward.* | $20,000.00 |
| | **1.3** | **Simplified economic development policy access**<br>*Support for the MRC in the development of leading planning and economic development policies.*<br>*Supported through TSBE members with vast experience in this sector* | $15,000.00 |
| | **1.4** | **Coordinated Economic Development Advisory Group**<br>*Creation of a group with representatives of the key regional bodies to drive collaboration and linked success.*<br>*Terms of reference to be created with all participants* | $10,000.00 |
| | **1.5** | **Virtual Incubator facility -** if successful with grant<br>*For innovation (as a spoke of Toowoomba hub).* | $15,000.00 |
| **Marketing support** | **2** | **Increased media and marketing support for Maranoa including;**<br>*2 x targeted fact sheets on investment attraction (max of 4 pages each)*<br>*A digital marketing plan which includes one social media post per week - content supplied by MRC*<br>*Assistance to create content where possible including editing videos and graphic design*<br>*One media release per month that is sent to media contacts.*<br>*Website content assistance where required*<br>*Advice on advertising and marketing material*<br>*Promotion of events and other activities as relevant*<br>*All of the above includes ongoing monitoring, evaluation, reflection, and improvement.* | $10,000.00 |
| | | **Total** | **$70,000.00** |

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

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

Council is empowered under the Local Government Act to undertake interactions with Beneficial Enterprises. Council's relationship with TSBE Pty Ltd is consistent with this power.

The following excerpt taken directly from the Local Government Act 2009 and is Current as at 1 March 2017 and Authorised by the Parliamentary Counsel.

# Part 2 Beneficial enterprises and business activities
## Division 1 Beneficial enterprises

**39 What this division is about**
(1) This division is about beneficial enterprises that are conducted by a local government.
(2) This division does not apply to a business unit of a local government.
(3) A ***beneficial enterprise*** is an enterprise that a local government considers is directed to benefiting, and can reasonably be expected to benefit, the whole or part of its local government area.
(4) A local government is ***conducting*** a beneficial enterprise if the local government is engaging in, or helping, the beneficial enterprise.

**40 Conducting beneficial enterprises**
(1) A local government may conduct a beneficial enterprise.
(2) To conduct the beneficial enterprise, the local government—
(a) may participate with an association, other than by being an unlimited partner of a partnership; and
(b) must not, either directly or by participating with an association, participate with an unlimited corporation; and
(c) must not enter into an agreement that does not limit the liability of the local government, as between the parties to the agreement, to the amount committed by the local government under the agreement.

*Note*— Under the *Statutory Bodies Financial Arrangements Act 1982*, a local government may need the Treasurer's approval before entering into particular financial arrangements.

(3) An ***association*** is—
(a) a partnership; or
(b) a corporation limited by shares but not listed on a stock exchange; or
(c) a corporation limited by guarantee but not listed on a stock exchange; or
(d) another association of persons that is not a corporation.

(4) An ***unlimited corporation*** means a corporation whose members have no limit placed on their liability.
(5) A local government ***participates*** with an association or unlimited corporation if the local government—
(a) forms, or takes part in forming, an association or unlimited corporation; or
(b) becomes a member of an association or unlimited corporation; or
(c) takes part in the management of an association or unlimited corporation; or
(d) acquires or disposes of shares, debentures or securities of an association or unlimited corporation.

**41 Identifying beneficial enterprises**

A local government's annual report for each financial year must contain a list of all the beneficial enterprises that the local government conducted during the financial year.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Not applicable.

## Input into the Report & Recommendation*:*

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

Maranoa Regional Council and its constituents stand to benefit from close involvement and collaboration with TSBE. Funded largely through membership subscriptions and sponsorships, TSBE is a wholly owned entity of Toowoomba Regional Council (TRC Annual report 2017-18), and has become the accepted and acknowledged, go-to private sector Economic Development organisation in the Darling Downs.

Its primary allegiance is to the Toowoomba Regional Council and accordingly its operational focus is weighted heavily on the Toowoomba Region. Recognising however that Toowoomba is a part of a wider economic and social community of interest, its Strategic outlook is to develop initiatives and projects that add value to the wider community irrespective of boundaries. Accordingly, its reach extends into the North Burnett, the Southern Downs, Brisbane, and The Darling Downs to the Maranoa.

Its Board of Directors comprises among the most influential people outside of our region but in our community of interest. TSBE has positioned itself to be an effective facilitator of introductions, a key lobbying mechanism, and a passionate advocate for our region. A full summary of benefits planned for next year is contained in the attachment to this report.

It is with this knowledge that I have no hesitation in recommending that Council resolves to engage TSBE to deliver the additional services as described in this report.

## Funding Bodies*:*

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

Not applicable.

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Acceptance of the recommendation will require an investment of $45,000.00 in the 20-21 budget. Costs can be allocated to the Economic and Community Development Budget WO 14478 – Memberships budget. Uncommitted funds of $52,500.00.

## Future Years' Budgets:

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

Further commitments are assessed on a merit basis yearly.

## Impact on Other Individuals or Interested Parties:

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

Nil

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Nil | Nil |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The described additional services meet the gaps in our capacity locally. Council staff do not have the capacity to deliver the services proposed by TSBE. Given the influence and networks that TSBE has among the Industries of the Darling Downs, they are best placed to identify gaps in its supply chain and facilitate introductions for our Industries to fill them. This together with the depth of their membership, uniquely positions them to make introductions and create opportunities for our business owners so they can take a bigger place in the market.

Accordingly, my advice to Council is to at the very least engage TSBE to achieve **1.2, 1.5 and 2** of their proposal to Council as described in this report.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).
***Does this recommendation suggest a decision contrary to an existing Council policy?***
***If so, for what reason?***

Engage TSBE to achieve **1.2, 1.5 and 2** of the proposal as described in this report during the current financial year.

**Link to Corporate Plan:**
Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.2 Economic development
4.2.5 Partner with State and Federal Government based agencies and private organisations to assist current businesses to be sustainable and grow, including participation in the annual Maranoa Business Awards.

**Supporting Documentation:**
*1*⇩ TSBE - Maranoa Regional Council FY21 Proposal D20/70019



**Report authorised by:**
Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

# Maranoa Regional Council and TSBE Partnership Proposal 2020-2021

Prepared by TSBE on 22/07/2020

www.tsbe.com.au

TSBE
Toowoomba and Surat Basin Enterprise

# 1. Introduction

TSBE is delighted to present the following partnership proposal to the Maranoa Regional Council for the 2021 Financial Year. Our goal is to support the Maranoa Council's Economic Development Strategy, drive business and investor interest in the region and assist local businesses to link with increased opportunities.

TSBE is an independent, member-driven, economic development organisation, actively linking the business community to opportunities. As part of this, we work with individual organisations to meet their business requirements and strengthen their position in the market and help tell their story. Advocacy is a big part of our mission statement.

# 2. Delivered in FY 2020

## 1.2 FY 2020 Deliverables

The FY20 financial year has seen the Maranoa Regional Council and TSBE partnership strengthen through **a bonus marketing opportunity** in Roma that was not included in the original agreement.

| Activity | Agreed Outcomes | Delivered |
|---|---|---|
| **TSBE Enterprise Evening** | TSBE to facilitate an Enterprise Evening themed around major projects<br>MRC to receive a speaking opportunity at the event<br>Complimentary attendance for 4 MRC representatives or as negotiated<br>2 Complimentary tickets for local chamber representatives.<br>MC to promote their attendance | • Enterprise Evening held on 21 November 2019 at the Big Rig with 64 ticket sales<br>• *81% from outside the region.* |
| **Taste of the West** | Facilitate another "Taste of the West" style promotion focusing on the food industry for the region | • Rescheduled to April 2021 due to Covid ceasing events. |
| **Regular Meetings & Communication** | Regular phone/meeting updates as required<br>Invitations to quarterly catch ups, boardroom briefings, Platinum Christmas party and all other exclusive networking events at no cost | Delivered |
| **National and International Speeches** | Mention and promotion of the Maranoa region in all national and international speaking opportunities | • Delivered – MRC is mentioned at every live event as partner council<br>• Numerous presentations given by CEO Ali Davenport, and GM – TSBE FLA, Bruce McConnel: Including:<br>• Murray Darling Basin Authority Conference – Nov 2019<br>• Ag in the Asian Century Conference – July 2019<br>• Nuffield Scholars conference – Oct 2019 |

| | | |
|---|---|---|
| | | • NT Business Leaders Speech<br>• Particular mention at Parliament House enterprise evening and the growth opportunities for the region to 21 MP's. |
| **Exposure across Channels** | • Significant exposure on TSBE and FLA websites and social media platforms as needed<br>• Recognition in publications<br>• Recognition and promotional opportunities within eNews<br>• Exposure at trade shows etc (such as APPEA) | Delivered<br><br>**Bonus event & promotional opportunity – promotion of the region with celebrity chef, Adrian Richardson, showcasing beef from *Maranoa Beef*, on youtube channel *"The Chef's Secret"*.** Filming was at the Big Rig in Roma.<br><br>This series, with three parts filmed in the Maranoa saw over 400,000 views for the region. Promoted the Big Rig, Maranoa Beef and the Price family (more broadly the regional beef industry). |
| **ARIP** | • Continuation of delivery of the Advancing Regional Innovation Program. | • Co-funding of the Barnard Salt event in Roma, 2019. Supporting additional speakers on the agenda. ($8,000)<br>• Funding of two Roma businesses on the QODE Regional Delegation (Queensland's Largest innovation conference) - $4,000<br>• Joint BEP project to support incubation of regional entrepreneurs ($19,800) |

# 2. Proposal

## 1.2 FY 2021 Deliverables

This financial year, TSBE is planning to deliver to the Maranoa Regional Council a partnership that drives business and investor interest in the region. The first section details existing partnership agreement that TSBE and Maranoa Regional Council have enjoyed for the past 9 years. are some extra ideas to drive new

| Activity | Details |
|---|---|
| **TSBE Ongoing Partnership** | |
| **TSBE Enterprise Evening** | • TSBE to facilitate an Enterprise Evening themed around major projects<br>• MRC to receive a speaking opportunity at the event<br>• Complimentary attendance for 4 MRC representatives or as negotiated<br>• 2 Complimentary tickets for local chamber representatives. MC to promote their attendance |

| | |
|---|---|
| **Taste of the West** | • Facilitate another "Taste of the West" style promotion focusing on the food industry for the region |
| **National and International Speeches** | • Mention and promotion of the Maranoa region in all national and international speaking opportunities |
| **Exposure across channels** | • Significant exposure on TSBE and FLA websites and social media platforms as needed<br>• Recognition in publications<br>• Recognition and promotional opportunities within eNews<br>• Exposure at trade shows etc (such as APPEA) |
| **Regular meetings and communication** | • Regular phone/meeting updates as required<br>• Invitations to quarterly catch ups, boardroom briefings, Platinum Christmas party and all other exclusive networking events at no cost |
| **Annual Investment** | **$20,000 + GST** |
| **Optional Opportunities** | |
| **Strategic Support** | • Telecommunications Work – Supporting the Black Spot Program<br>  ○ Including providing high level data of industry within specified black spot areas.<br>  ○ Support with advocacy for the program<br>  ○ Obtaining industry letters of support.<br>• Supply Chain Audits ($20,000)<br>  ○ Auditing of regional supply chains to assess their effectiveness<br>  ○ Identification of gaps within the supply chains we can focus investment attraction activities towards.<br>• Simplified Planning and development policy access ($15,000)<br>  ○ Support for the MRC in the development of leading planning and economic development policies.<br>  ○ Supported through TSBE members with vast experience within this sector.<br>• Coordinated Economic Development Advisory Group ($10,000)<br>  ○ Creation of a group, with representatives of the key regional bodies to drive collaboration and linked success.<br>  ○ Terms of reference to be created with all participants.<br>• Virtual Incubator facility – if successful with the grant<br>  ○ For innovation (spoke of Toowoomba Hub) ($15,000) |
| **Marketing Support** | • Increased media and marketing support for Maranoa including:<br>  ○ 2 x targeted fact sheets on investment attraction (max of 4 pages each)<br>  ○ A digital marketing plan which includes one social media post per week – content supplied by Maranoa Council<br>  ○ Assistance to create content where possible including editing videos and graphic design<br>  ○ One media release a month that is sent to media contacts<br>  ○ Website content assistance where required<br>  ○ Advice on advertising and marketing material<br>  ○ Promotion of events and other activities as relevant<br>• This is at a yearly fee of $10,000 (inc GST) and will include ongoing monitoring, evaluation, reflection, and improvement |

# 2. Investment

The pricing for the delivery of the above services is $20,000 plus GST extra if the Optional Opportunities are chosen.

- All prices are in AUD
- This agreement is a 12-month commitment for the provision of services as described in this proposal.

# 3. Agreement

| | |
|---|---|
| Client Company Name | Maranoa Regional Council |
| Vendor | TSBE |
| Fees (excl. OPE) | As outlined in *Investment* |
| Client Representatives | Edward Sims |
| Vendor Representative | Ali Davenport |
| Client Address | 57 Bungil St, Roma, QLD, 4455 |
| Vendor Address | 6 Ann Street, Toowoomba, QLD, 4350 |

The parties agree that the vendor is to provide the detailed goods and services to the client, executed as an agreement subject to the terms and conditions contained within this proposal.

**TSBE**

*Signature of Authorised Officer*
Ali Davenport
CEO
TSBE

**Maranoa Regional Council**

*Signature of Authorised Officer*
Julie Reitano
CEO
Maranoa Regional Council

**To be completed by Client:**

| | |
|---|---|
| Purchase Order Number | |
| Billing Entity Name: | Maranoa Regional Council |
| Billing Entity ABN: | 99 324 089 164 |
| Project Manager Name: | Edward Sims |
| Project Manager Email Address: | Edward.sims@maranoa.qld.gov.au |
| Invoicing Officer/Accounts Dept Contact: | 1300 007 662 |
| Invoicing Officer/Accounts Dept Address: | PO Box 620, Roma QLD 4455 |

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 21 September 2020

**Item Number:** 13.9 **File Number:** D20/89985

**SUBJECT HEADING:** Little Red Flying Fox Roost Surat

**Classification:** Open Access

**Officer's Title:** Manager - Environment, Health, Waste & Rural Land Services

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**Executive Summary:**
The purpose of this report is to complete Council's request of the Ordinary Meeting of Council held Wednesday 26 August 2020, Resolution No. OM/08.2020/79:
A report be tabled at a future meeting to discuss:

1. What has happened previously in regards to the flying foxes in Surat.
2. What is happening this year (any time from September) regarding flying foxes.
3. Developing a plan for the future to move the flying foxes on from the Surat town water inlet.

**Officer's Recommendation:**
That Council continue to undertake the following actions:

1. Work in partnership with Department of Environment and Science, providing annual monitoring information regarding numbers of Little Red Flying Fox at Surat, Roma and Mitchell; and
2. Consult with all residents of the Surat community regarding communities suggestion in removal of trees located in public spaces and residential properties (namely Torelliana) that provide nectar/fruit which are an attractant to Little Red Flying Foxes during the summer months; and
3. Continue financial support through its annual budget within either the Rural Land (current) or Environment and Health budget (previous years) to undertake actions to reduce the numbers of Little Red Flying Foxes roosting near the Surat water supply in-let pipe located in the Balonne River; and
4. Seek funding to plant a grove of high food source trees in an area commonly known as 'The Pound Paddock' should the community believe this action to be a positive benefit for an alternate roosting area.

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**Individuals or Organisations to which the report applies:**
***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Residents that live, work and or exercise in close proximity to known roosting areas of the Balonne River Surat. This is the primary Maranoa location of resident concern reported to Council. However, it is noted that this species also frequents other

locations at Roma and Mitchell, although not in the numbers that have been recorded at Surat.

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| DES | Department of Environment and Science |
| CSIRO | Commonwealth Science and Industrial Research Organisation |

## Context:

***Why is the matter coming before Council?***

Councilors have requested via Resolution, a report be tabled at a future Council meeting regarding the past, current and into the future, control of flying foxes on the Balonne River at Surat.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

Council have been working with the Surat community for a number of years, in an attempt to deter the native animal commonly known as the Little Red Flying Fox from roosting in the trees along the bank of the Balonne River at Surat. This site is in close proximity to the towns in-let water supply pipe.

This area has been monitored by DES from around the 1950's as an annual roosting site for this species of native animal, and is mapped accordingly on their webpage. It is believed the animal is attracted to the area, due to its abundant food and water source – Bauhinia, Paperbark, and a variety of Eucalypt Trees together with the expanse of water in the Balonne River.

In the past three years Council have undertaken the following actions:

1. Flying of eagle kytes from nearby Council infrastructure to deter the flying-fox from roosting – the majority of the animals roost on the northern banks of the River in amongst the canopy (high/medium) of River gums and Paper bark trees – attractive to the species during their migration flight.
2. Implementation of a sonar system early in the mornings (6am to 8am) and again at dusk (6pm to 8pm) – this species becomes very familiar with noise.
3. Activate strobe lights to reduce roosting in the trees located near the towns water supply – it has been noted that less animals roost close to the in-let pipe
4. Remove regrowth paper bark trees on the small water course east of the towns water supply tank compound; and
5. Water tank roof has been changed from silver in colour to a darker green colour; and
6. Fogging of the roosting areas – animals became accustomed to the noise – early mornings 4.30am to 7.00am, when animals came back from nightly feeding; - animals fly out of roosting trees and move either up or down the

expanse of water, and then move back to their preferred tree within two hours. This process can cause distress to the animal, and has not been used in the past twelve months; and

7. Gas gun noise 6.00am to 8.00am – animals became accustomed to the noise; and
8. Testing of the Balonne River water before, during and after the period flying-fox roost and adjacent to the inlet pipe – no change in the water parameter readings

**Results of these actions**

Over this period of time, Council has recorded a reduction in numbers coming to site from 100,000 to 5,000 last year.

**Learnings**

Over the last four years, the number of flying foxes attending the Surat area during their migration phase has reduced from well over 100,000 animals in 2016 for a period of four months, to last year approximately 5,000 animals for a period of three weeks.

In this period, the animals have regularly come to this site at the end of August and leave around the end of December/early January. The period of time spent at site is very dependent on the amount of food that is within 50-100km of the roost on the River.

It is believed the animals come to the area as a stop-over in their migration back to the north, due to the water and suitable conditions, namely the large and medium size trees located on the Balonne River, and the plentiful food supply – Paperbark, Eucalyptus, Bauhinia trees that flower in the summer months of each annum.

The animal is nearly exclusively nectarivorous, feeding primarily on the blossom of eucalypts. The species is highly nomadic, does not occupy stable camps, and generally spends winter months in northern Australia and spring-summer months elsewhere in response to flowering.

This species often temporarily joins existing camps of black and grey headed flying-foxes, may turn up very suddenly and in large numbers and can stay for periods ranging from days to months. The main species in the Maranoa is the Little Red Flying-fox. Whether and for how long they remain in an area is dependent on the availability of food sources at that time. Little red flying-foxes tend to roost in dense clusters on individual branches, which can cause considerable damage to trees.

The animals peak breeding period is October to November and they give birth in April and May. This species is susceptible to heat stroke, and disturbance to camps by human intervention during the hot weather has the potential to cause death – therefore control must be managed for limited timeframes. Any non-lethal control programs can only be undertaken for periods of three hours in the morning and three hours in the evening.

Factors influencing roosting sites by flying-foxes is poorly understood, however the majority of roost/camp sites are close to permanent water sources, in vegetation patches of at least 1 hectare in size and comprising tall emergent trees over a dense

medium - and under-story. These camps are important for social interactions, mating and rearing of young – dependent on the species.

Recent observations indicate that flying-foxes appear to be more frequently roosting and foraging in urban areas because of habitat clearing elsewhere, human encroachment and drought, combined with the opportunities presented by food availability from native and exotic species in urban areas. Furthermore, the population seems to be fragmenting into many small roosts (likely in part due to human interference at roost sites), compared with few large roosts found in natural areas.

**Research**
In 2016, the Queensland Government announced $2.7 million research program into little red flying-fox migration and behavior. The program is seeking scientifically-sound information to help improve the way urban flying-fox roosts are managed in Queensland – Council lobbied to became a site within the research program.

$1.8 million of this funding is being used to conduct four-years scientific study with CSIRO to investigate the movements and behavior of the little red flying-fox using satellite trackers. $0.9 million is being used to trial alternative roost management strategies on the ground in Charters Towers.

This research is revealing previously unknown roosts and adding to knowledge of where little reds forage and roost throughout the year, and how they respond to changing environmental conditions.

At the time of collating this report, the release of information or a paper from this research program has not been completed. Council will be reviewing all findings from this project once information is released and providing results to its community.

***Legislation, Local Laws, State Policies & Other Regulatory Requirements:***
***What does the legislation and other statutory instruments include about the matter under consideration?***( Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

*Nature Conservation Act 1992* – is the primary legislation that regulates what management actions may, and may not, be undertaken at, or near, a flying-fox roost in Queensland. The Little Red Flying-fox is **protected** under this legislation.

Section 41A of the *Nature Conservation (Wildlife Management) Regulation 2006* – allows local government with an '**as-of-right**' authority to manage flying-fox roosts within designated 'urban flying-fox management areas' provided compliance with the *Code of Practice – Ecologically sustainable management of flying-fox roosts*, is undertaken in all control/management actions.

**Council Policies or Asset Management Plans:**
***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Council do not have a policy in relation to the management and or control of Little Red Flying-fox roost areas within the Maranoa. Council is guided and implements non-lethal action in accordance with the following *legislation* and the non-statutory guideline for the species:

*Nature Conservation Act 1992*
Flying-fox Roost Management Guidelines and updated 14 February 2020. (Council officer's participated in the consultation process of review)
Code of Practice – Low impact activities affecting flying-fox roosts and Ecologically sustainable management of flying-fox roosts

## Input into the Report & Recommendation*:*

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

*a)* Surat Community – Consultation completed 22 August 2016
*b)* *Flying-fox Roost Management Guideline* – prepared by Wildlife and Threatened Species Operations Department of Environment and Science.
*c)* *Code of Practice – Low Impact activities affecting flying-fox roosts* – Department of Environment and Science.
*d)* *Code of Practice - Ecologically sustainable management of flying*-fox roosts – Department of Environment and Science
*e)* *Regional Flying*-Fox Management Strategy – Toowoomba Regional Council

## Funding Bodies*:*

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

This project is not externally funded. However, investigation continues into possible opportunities to action the communities request to 'Plant an oasis away from the town area'. Residents maybe willing to join a 'Purchase & plant a tree project' in partnership with Council, should Council receive funding to develop an area for this purpose.

Officers are collating full costings to implement this type of project, which may develop into other benefits such as a walking track – health and active community, interpretive tree identification signage, incorporating employment for the area, school activities and other possible partnership, landcare, tourism tours etc.

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Not applicable – Council have funds within the Rural Land budget of approximately $5 000.00 for this financial year, to undertake non-lethal control practices. This year possible action to spray a water based citronella spray on the trees early morning to discourage the animals from roosting – consideration of the waterway must be

undertaken as this is an oil based product. The first trees to be sprayed will be the paperbarks – and it is to be a trial action only.

## Future Years' Budgets:

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

Residents of Surat have expressed the following options

1. *"maybe plant an oasis for them away from the towns", and*
2. *"spray citronella onto trees";*
3. *Council and the Surat Community have a couple of species of trees planted that attract the flying fox – could a program be run where the trees are trimmed, or removed and replaced.*

*together with the following that are not approved by DES*

- *barrels filled with sawdust over the river – burn the sawdust continually – not approved*
- *place a swinging curtain across the River high enough that boats can go through the flaps hanging down, however low enough to disrupt the flying fox from watering – not approved*
- *the flying fox seem to come to a certain tree first, could a sprinkler system be set up in this tree to deter the animals – not approved – continuous action*

.Further consultation to be considered in partnership with residents –

1. Local residents to purchase a tree and plant in a public area approved by Council – away from residential area, adjacent to the River and permanent water supply – this may or may not reach the desired goal
2. To remove and replace non-native trees in public spaces that provide large amounts of nectar
3. Continue to investigate funding options
4. Continue to liaise with DES regarding CSIRO projects and inclusion of Surat in future programs.

## Impact on Other Individuals or Interested Parties:

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

Consideration when spraying paper bark trees with citronella oil:

- Smell maybe a deterrent, however oil spray over waterway is not a positive environmental practice – it will depend on the amount that is to be included in the spray
- Citronella oil maybe a detriment to the bark on the tree, or maybe an inhibitor to the growth of the tree

Dependent on the approved area of planting, it may impact rural landholders residence within close proximity. Investigation on where houses are located will be undertaken prior to any project commencing.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Roost not dispersing | Should Council plant an 'Oasis of trees' elsewhere, the Little Red Flying-fox may not go to the new site – the animals are known for their unpredictability. |
| Uncertainty of Outcome | Due to the mobility and poor understanding of their behavior and ecology, a set outcome (move from the roosting area) may not be achieved – no matter what action is implemented. |
| Unexpected Outcome | Reaction to interference is difficult to predict and or control – unexpected outcome increases with the level of intervention, as does the cost. |
| Conflict new roost area | Active dispersal or removal of roost vegetation, creates splinter colonies at nearby location which may result in another unsuitable roost. |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The site where the Little Red Flying Fox rest during the day at Surat is not a deemed 'urban roost' area. Therefore to undertake any control actions whilst the native animal is at site, must be undertaken in line with an approved permit and the applicable guideline.

The following recommendations have been submitted to Council:
*Continue non-lethal actions that will not damage the immediate environment.*

*Continue to complete water testing at the Surat towns 'in-let' pipe to ensure the water parameters remain safe for the community.*

*Continue to investigate further options and possible funding to implement, no less than one hectare, planting of suitable attractant flowering and fruiting trees.*

*Review the species of trees planted in public areas (Corymbia Torelliana Trees). Approximately 230 of this tree species within the urban area of Surat – high percentage of nectar attractive for flying foxes. Remove the tree and replace with other shade tree species in full consultation with all residents of the Surat community.*

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

***If so, for what reason?***

The following recommendations are not contrary to any Council policy, however any actions on site are to be undertaken in consultation with the Surat Community.

1. Council to continue working in partnership with Department of Environment and Science, providing annual monitoring information regarding numbers of Little Red Flying Fox at Surat, Roma and Mitchell; and
2. Council and its officers to consult with all residents of the Surat community regarding possible removal of trees located in public spaces and residential properties (namely Torelliana) that provide nectar/fruit which are an attractant to Little Red Flying Foxes during the summer months, and replace the tree species with a more suitable shade tree; and
3. Council to continue financial support through its annual budget within either the Rural Land (current) or Environment and Health budget (previous years) to undertake actions to reduce the numbers of Little Red Flying Foxes roosting near the Surat water supply in-let pipe located in the Balonne River; and
4. Council and its officers to lobby for funding (internal and external) to plant a grove of high food source trees in an area commonly known as 'The Pound Paddock' should the community believe this action is a positive benefit for an alternate roosting area.

**Link to Corporate Plan:**
Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.9 Rural lands

**Supporting Documentation:**
Nil

**Report authorised by:**
Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 30 September 2020

**Item Number:** 13.10 **File Number:** D20/93270

**SUBJECT HEADING:** Aviation Incident Memorial Plaque at Roma Airport

**Classification:** Open Access

**Officer's Title:** Manager - Airports (Roma, Injune, Surat, Mitchell)

**Executive Summary:**
On the 22nd of September 1981, a light aircraft travelling to Roma from Augathella encountered an issue resulting in a fatal collision with ground in the vacant paddock between Basset Lane and Dargal Road, South of the Roma Airport.

The family of the pilot involved have requested that a memorial plaque be placed on the fence nearby the location of the incident. This report serves to provide Council with the information surrounding the request.

**Officer's Recommendation:**
That Council authorise the placement of a memorial plaque near Gate 11 of the Roma Airport perimeter fence, on Bassett Lane, as the closest location to the incident site, noting that the placement must not obstruct any regulatory signage or impede access and that the cost of installation and maintenance of the plaque be borne by the applicant.

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

The only individuals able to gain any sort of advantage, are the applicants should Council approve the proposed memorial plaque. It is not foreseen that any other individuals or organisations would gain an advantage or suffer a loss as a result of the outcome of this report.

### Acronyms:

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

| Acronym | Description |
|---|---|
| ATSB | Australian Transport Safety Bureau |

## Context:
***Why is the matter coming before Council?***

The proposal is to use a Council asset to facilitate their memorial, being the perimeter fence of Roma Airport.

## Background:
***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

The Author has discussed the proposal with Juleen Drescher on behalf of Robert Cameron, the brother of the pilot lost in the incident. Following receipt of the request, the author investigated the incident, noting that the actual location of the incident is approximately 500m South of the airport, the Bureau of Air Safety Investigation (now known as the ATSB) investigation report is attached to this report.

They are proposing a sealed wood constructed plaque attached to the fence using a chain and 'D' shackles, measuring approximately 500mm long by 290mm wide. The location was decided upon due to the proximity to the actual incident location, being a private block of grassed land, any installations would be subject to a higher fire damage risk.

Discussions with the proponent highlighted that the fire risk is still present on the perimeter fence and that the installation would:

- Not obstruct any regulatory signage,
- Not impede access through Gate 11, and
- The installation and maintenance of the memorial would likely be at the cost of the proponent.

The proponent agreed to the above, on the proviso that the Author would provide a report to Council to decide upon the use of the perimeter fence for the installation of the plaque.

## Legislation, Local Laws, State Policies & Other Regulatory Requirements:
***What does the legislation and other statutory instruments include about the matter under consideration?***( Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil.

## Council Policies or Asset Management Plans:
***Does Council have a policy, plan or approach ordinarily followed for this type of decision?***
***What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil.

## Input into the Report & Recommendation*:*

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

Proposal discussed with the proponent to identify the location, magnitude of the memorial and how it would be installed.

## Funding Bodies*:*

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

Nil.

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Nil.

## Future Years' Budgets:

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

Nil.

## Impact on Other Individuals or Interested Parties:

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

There have been a number of significant aviation incidents in the vicinity of Roma Airport since its construction, there is a chance that those left behind from these other incidents may seek to have the other incidents memorialized.

Otherwise, in the Author's opinion, the proponent is the only interest party of significance, due to the relationship with the pilot and are seeking for the proposal to go ahead.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Nil. | Nil. |

## Advice to Council:

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

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

The Author recommends approving the use of the fence to install a memorial plaque as long as the cost of maintaining the memorial is borne by the applicants.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

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

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

It is recommended that Council authorise the placement of a memorial plaque near Gate 11 of the Roma Airport perimeter fence, on Bassett Lane, as the closest location to the incident site, noting that the placement must not obstruct any regulatory signage or impede access and that the cost of installation and maintenance of the plaque be borne by the applicant.

In the Author's opinion, this is not contrary to any existing Council policy.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.5 Airports

## Supporting Documentation:

| | | |
|---|---|---|
| *1*⇩ | ATSB Report - Collision with ground in vicinity of Roma Airport September 1981 | D20/93458 |

## Report authorised by:

Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

| COMMONWEALTH OF AUSTRALIA-BUREAU OF AIR SAFETY INVESTIGATION<br>AIRCRAFT ACCIDENT INVESTIGATION SUMMARY REPORT | REFERENCE NO<br>SI/811/1066 |
|---|---|

## 1. LOCATION OF OCCURRENCE

| | | |
|---|---|---|
| Roma, Qld | | Elevation:<br>1032 feet |
| Date: 22.9.81 | Time: 1845 hours (approx.) | Zone: EST |

## 2. THE AIRCRAFT

| | |
|---|---|
| Make and Model: Beech C24R | Registration: VH-MYG |
| Certificate of Airworthiness: Date of Issue 13.12.79 | |
| Certificate of Registration Issued to: | Operator: |
| Degree of Damage to Aircraft:<br>Destroyed | Other Property Damaged:<br>Nil |
| Defects discovered:<br>Turn coordinator not operating | |

## 3. THE FLIGHT

| | | | |
|---|---|---|---|
| Departure Point: | Augathella | Time of departure: | 1745 hours |
| Destination: | Roma | | |
| Purpose of flight: | Carriage of passengers | Class of Operation: | Charter |

## 4. THE CREW

| Name | Status | Age | Class of Licence | Hours on Type | Total Hours | Degree of Injury |
|---|---|---|---|---|---|---|
| | Pilot | 27 | Private | 4 | 271 | Fatal |

## 5. OTHER PERSONS (ALL PASSENGERS AND PERSONS INJURED ON GROUND)

| Name | Status | Degree of Injury |
|---|---|---|
| | Passenger<br>Passenger | Fatal<br>Fatal |

| AIRCRAFT ACCIDENT INVESTIGATION SUMMARY REPORT (CONT) | REFERENCE NO. SI/811/1066 |
|---|---|

## 6. RELEVANT EVENTS

At about 2100 hours on 21.9.81, contacted the operator to charter an aircraft for a flight on the following day to Augathella and return. The operator subsequently contacted the pilot, who flew for him on a part-time basis, and then refuelled VH-MYG to capacity in preparation for the flight.

Although the pilot had recently passed the examinations and flight test for the initial issue of a commercial pilot licence, he had not completed all of the required medical examinations. He held a current private pilot licence and a Class Four instrument rating, allowing him to fly at night under Visual Meteorological Conditions (Night-VMC). He had not previously flown a Beech C24R aircraft and the Pilot's Operating Handbook, containing information about the systems and operating procedures for the aircraft type, was not available in VH-MYG.

The pilot was at his normal place of employment when contacted, engaged in a 1800 hours to 0200 hours shift. He completed his shift, proceeded to his home and went to bed, and arose at about 0415 hours. On arrival at Archerfield, he completed a flight plan for the proposed return flight, which he submitted to the Briefing Office at 0544 hours. The nominated class of operation was charter.

When the flight plan was checked by Air Traffic Control (ATC) it was noted that the aircraft was not equipped with high frequency radio. The pilot would therefore be unable to meet the requirement for charter operations to maintain continuous radio communications. When he was reminded of this requirement, the pilot contacted the operator and subsequently advised ATC that the class of operation was amended to private. He also nominated a Search and Rescue watch (SARTIME) on his flight based on telephone reporting of arrival.

VH-MYG departed Archerfield at 0635 hours. At 1030 hours the pilot reported his arrival at Augathella by telephone. While his passengers were otherwise engaged, he spent the time relaxing and reading a magazine. At about 1340 hours, the pilot and passengers proceeded to the aircraft for the return flight. This was intended to be via Roma, as a refuelling stop. Difficulty was experienced in starting the engine and, after a number of attempts, the aircraft's battery became depleted. It was not until 1730 hours that a suitable truck battery was obtained and the engine was started using external power leads.

At 1748 hours, the pilot established radio contact with Charleville Flight Service Unit and reported he had departed Augathella three minutes earlier. He also advised he would operate under Night-VMC conditions and obtained the radio frequency to operate the remotely controlled runway lights at Roma. A SARTIME of 1930 hours was nominated for his arrival. There were no further radio transmissions received from the aircraft after these exchanges.

Weather conditions at Roma were suitable for Night-VMC; there were only two oktas of cumulus at 4000 feet and the wind was northerly at two knots. The night was dark. At about 1845 hours, persons on the ground to the south of Roma Aerodrome heard the sound of an aircraft engine. Although the sound was considered normal, their attention was drawn because the aircraft lights were not on. The aircraft was assessed to be on an approach to Runway 36. The runway lights were on. As the aircraft neared the aerodrome, one witness reported that the engine noise ceased. Others reported that there was a sudden roar of engine power. Several persons then heard a thump, but they either did not associate it with the aircraft or considered the aircraft had made a hard landing on the runway.

| AIRCRAFT ACCIDENT INVESTIGATION SUMMARY REPORT (CONT) | REFERENCE NO. SI/811/1066 |
|---|---|

## 6. RELEVANT EVENTS

When no report had been received from the pilot by the nominated SARTIME, Search and Rescue procedures were implemented. Searching aircraft received a signal from an Emergency Locator Beacon in the vicinity of Roma and the wreckage of VH-MYG was located at 0624 hours on the following morning. The aircraft had struck the ground at a moderate speed, in an approximately 70 degree nose-down attitude and while heading approximately 050 degrees magnetic. The accident site was some 800 metres south of the threshold of Runway 36 and 146 metres left of the extended centreline of the runway. After the initial impact, the aircraft rebounded approximately 5 metres and came to rest in an upright attitude. There was no post-impact fire.

There was no evidence of pilot incapacitation. Examination of the wreckage found no evidence of pre-existing defect other than the inoperative turn coordinator instrument. The reason why this was not working could not be determined. The gyros of the primary flight instruments, artificial horizon and directional gyro, had been rotating at impact, consistent with normal operation. The landing gear was down but the flaps were in the retracted position. Examination of the aircraft light systems indicated that the taxi lights and the gear-down indicator light had been illuminated at impact. In view of the witness evidence, it is probable that the external taxi lights had only been turned on immediately prior to the accident. There was no evidence that any other lights, including the aircraft navigation lights, instrument lights and cabin lights, had been illuminated at the time of the accident.

The relatively minor damage sustained by the propeller and engine indicated that the engine was not delivering high power at impact. However, the exhaust pipes had been hot, which indicated that if the engine had failed it only occurred shortly before impact.

Both of the aircraft fuel tanks had ruptured and only 500 ml of fuel was recovered from the left tank. There was no evidence of fuel spillage at the accident site. Calculations written on a magazine that was found in the wreckage, apparently made by the pilot at Augathella, indicated that he had been operating the aircraft at a high cruise power setting that consumed approximately 40 litres per hour. The calculations indicated that the flight time to Augathella had been three hours. The flight time to Roma was approximately one hour and, if the noted fuel consumption was correct, the aircraft should have had some 59 litres of fuel remaining on arrival. The fuel selector was found at the right tank position but the pre-impact distribution of fuel between the left and right tanks could not be determined. The electric fuel boost pump had been operating at impact. The operating procedures for the aircraft type indicated that this pump was only intended for use during engine start and in a fuel system emergency. It was not required to be on for take-off and landing, as is the case with such pumps on many other types of aircraft. However, as the pilot was not familiar with the operating procedures for this aircraft, it was not known whether he had turned the pump on as a matter of habit during pre-landing checks learnt on other aircraft or in response to an emergency during the approach to land.

## 7. OPINION AS TO CAUSE

The cause of the accident has not been determined but it is likely that fatigue and the pilot's lack of experience with the aircraft type were contributory factors.

| | | |
|---|---|---|
| Approved for publication under the provisions of Air Navigation Regulation 283(1) | (A.R. WOODWARD) Ag/Director | Date: 14.12.82 |

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 10 September 2020

**Item Number:** 13.11 **File Number:** D20/86961

**SUBJECT HEADING:** Care Outreach request permission to use the Injune Community Centre

**Classification:** Open Access

**Officer's Title:** Local Development Officer - Injune

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**Executive Summary:**
Care Outreach a Not-for-Profit Organisation has requested use of the Injune Community Centre for their "Christmas for the Bush 2020" annual event at no cost. This event is planned from Saturday, 21 November to Saturday, 12 December 2020. In addition to this years request, Care Outreach have also requested use of two caravan park sites and two cabins for the duration of their stay at no cost.

**Officer's Recommendation:**
That Council:

1. Approve Care Outreach's request for permission to use the Injune Community Centre for the "Christmas for the Bush" annual event at no cost.
2. Approve a professional clean of the facilities prior to arrival and upon departure. (approximate value 6 hours - $240.00)
3. Provide notice to Injune Youth Group Coordinators & Injune Blue Light that this request has been approved by Council for the nominated dates.
4. Request Care Outreach vehicles not to be parked on grassed area for the duration of stay.
5. Approve Care Outreach permission to use two powered caravan sites at the Injune Caravan Park for the duration of their stay.
6. Decline Care Outreach request to use two cabins due to Council resolving to temporarily make the onsite cabins unavailable for hire until the new management arrangements are finalised, and instead encourage visitors to use the commercial accommodation providers in the area (OM/06.2020/81)

---

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Care Outreach – Mr Vince Johnston, Coordinator Injune Region.

### Acronyms:

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

| Acronym | Description |
|---|---|
| Nil | Nil |

## Context:
***Why is the matter coming before Council?***

Council has received a request from Care Outreach a Not-for-Profit Organisation to use the Injune Community Centre facilities and accommodation for the "Christmas for the Bush" annual event.

In the past, Care Outreach found this facility more accessible for moving supplies to and from the building for the care packages, benefited from not having to move stock to cater for other local functions and the community found it more convenient to access information from the Care Outreach volunteers.

As Care Outreach are mostly self funded they are requesting caravan park accommodation free of charge due to its facilities and location to the Injune Community Centre in 2020.

## Background:
***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

Not-for-Profit and ministry organisation "Care Outreach" travel to rural and remote regions that are suffering from drought conditions. Care Outreach support and assist with donated care packages for families when times are tough. Their support is focused on caring for the physical, emotional, and spiritual well-being.

Council has received a request from Care Outreach to seek permission to occupy the Injune Community Centre for the Christmas for the Bush 2020 event from Saturday, 21 November to Saturday, 12 December 2020.

During their visit, care packages will be distributed to families suffering from hardship. The location of Injune Community Centre made it easily accessible to Care Outreach volunteers, for families sourcing valuable information and assistance.

Over approximately 16 years, Care Outreach and their many volunteers have visited the Maranoa Region. During this time, they have occupied council facilities and provide selected regional communities with hampers containing everyday essential items for about 280 families. In the past, Care Outreach have accessed accommodation facilities at the Injune Caravan park when it was under commercial management.
Since Council is currently managing this facility until new management can be finalised, in June 2020, Council made the following resolution:

***Resolution No. OM/06.2020/81***

***That Council temporarily make the onsite cabins unavailable for hire until the new management arrangements are finalised, and instead encourage visitors to use the commercial accommodation providers in the area.***

In accordance with this resolution, the cabins have not been used for hire since the caravan park has not been under commercial management, therefore the cabins are not being maintained as accommodation units.

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

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

N/A

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

N/A

## Input into the Report & Recommendation*:*

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

Injune Blue Light – Senior Constable Shaun De Their and Uniting Care Queensland Community Support Coordinated – Casandra Sorenson (member of Injune Youth Group committee) recommend that Care Outreach use the Injune Community Centre for the period of three weeks (21/11/2020 to 12/12/2020). Adding further that as a condition, that no vehicles be parked on the grassed area for the duration of their stay and the facilities to be clean before vacating the building.

Fiona Vincent – Regional Sport & Recreation Coordinator, Local Area Manager Injune recommends that Council should approve this request to use the Community Centre.

Madonna Mole – Facility Lease Management & Housing Officer/ Team Coordinator Facilities (Land, Building and Structures) confirmed that the current lease agreement on the Injune Community Centre is still expired.

Gavin Pallisier – Maintenance Officer / Team Coordinator Facilities (Council Building & Structures) advised cleaning costings for the Community Centre and of the current resolution to temporarily make the onsite cabins at the Caravan park unavailable for hire **(OM/06.2020/81).**

## Funding Bodies*:*

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

N/A

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Cost of hire of the caravan sites if approved to be charged to the in-kind major GL 2887.2248.2001 (value of 2 x 22 nights - $1320.00)

There is currently no fee associated with community groups and not for profit organisations using the Injune Community Centre.

## Future Years' Budgets:

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

N/A

## Impact on Other Individuals or Interested Parties:

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

Community members feeling hardship could be disadvantaged by not receiving support or assistance from Care Outreach.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Negative Feedback | If Care Outreach request is not approved, Council could receive negative feedback. Community members look forward in receiving support and assist from this charitable organisation. |
| Negative Feedback | If Care Outreach request to use the two cabins is approved, local community members who are aware of the current resolution may be displeased that future paying user groups may be denied. |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

With hardships felt throughout the Maranoa region, having Care Outreach based in our community will assist many in receiving donated care packages and or hampers which will benefit families with the upcoming festive season. It is recommended that Council approve of Care Outreach's request for permission to use the Injune

Community Centre and the two powered Caravan sites should be granted, however the use of the two cabins should be declined due to the cabins not being used or maintained for accommodation purposes until management is found for the caravan park.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council:

1. Approve Care Outreach's request to use the Injune Community Centre for the "Christmas for the Bush" annual event at no cost.
2. Approve a professional clean of the facilities prior to arrival and upon departure. (approximate value 6 hours - $240.00)
3. Provide notice to Injune Youth Group Coordinators & Injune Blue Light that this request has been approved by Council for the nominated dates.
4. Request Care Outreach vehicles not to be parked on grassed area for the duration of stay.
5. Approve Care Outreach permission to use two powered caravan sites at the Injune Caravan Park for the duration of their stay
6. Decline Care Outreach request to use two cabins due to Council resolving to temporarily make the onsite cabins unavailable for hire until the new management arrangements are finalised, and instead encourage visitors to use the commercial accommodation providers in the area **(OM/06.2020/81)**

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.12 Local development and events
4.11.5 Provide support to community festivals and events through access to opportunities for financial and in kind assistance.

## Supporting Documentation:

Nil.

## Report authorised by:

Manager - Economic & Community Development
Deputy Chief Executive Officer/Acting Director Infrastructure Services

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 22 September 2020

**Item Number:** 13.12 **File Number:** D20/90736

**SUBJECT HEADING:** Tender 21009: Purchase and Removal of Two (2) Disused Cottages at 97 Ann Street, Mitchell

**Classification:** Open Access

**Officer's Title:** Manager - Procurement & Plant

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**Executive Summary:**

Council invited tenders for the purchase and removal two (2) disused cottages located at 97 Ann Street, Mitchell Qld 4465 on land described as Lot 1 on SP200053 that are surplus to Council requirements.

The tender period opened on 11 August 2020 with a closing date of 4 September 2020.

The evaluation panel assessed the submissions and this report is tabled for Council's consideration.

**Officer's Recommendation:**

That Council:

1. Accept the offer from Burke Industries for the purchase of both cottages, noting the tendered value of $18,000 plus GST for a total value per cottage of $19,800.

2. Authorise the Chief Executive Officer (or delegate) to enter into a contract for the sale and removal of the cottages with Burke Industries.

---

### Individuals or Organisations to which the report applies:

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

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

The Tenderers were:

- Burke Industries Pty Ltd (Signed for the Tenderer: Mark Burke – Manager, Toowoomba)

- Forrest Country Building (Signed for the Tenderer: Stephen Forrest - Business owner, Morven)

### Acronyms:

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

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

| Acronym | Description |
|---|---|
| N/A | |

## Context:
***Why is the matter coming before Council?***

Council released a public tender for the sale and removal of two disused cottages in the township of Mitchell. Council's approval is sought in approving the sale and removal of these cottages.

## Background:
***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

Maranoa Regional Council invited tenders for the purchase and removal two (2) disused cottages located at 97 Ann Street, Mitchell Qld 4465 on land described as Lot 1 on SP200053 that are surplus to Council requirements.

The cottages are known locally as the disused 'Aged Pensioner Cottages'. Three (3) cottages are located on the land. Council offers for removal the two (2) outer cottages only. The cottage located in-between these two cottages is not available for removal. Council may consider:

- Offers for the purchase and removal of both cottages.

  OR

- Offers for the purchase and removal of individual cottages.

## Legislation, Local Laws, State Policies & Other Regulatory Requirements:
***What does the legislation and other statutory instruments include about the matter under consideration?***( Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

The *Local Government Regulation 2012* states:

***Section 227 Valuable non-current asset contract—tenders or auction needed first***

*(1) A local government can not enter into a valuable non-current asset contract unless it first—*

*(a) invites written tenders for the contract under section 228; or*
*(b) offers the non-current asset for sale by auction.*

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

N/A

## Input into the Report & Recommendation*:*

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

The Tender Evaluation Panel (TEP) comprised the following Council staff members:

- Manager - Facilities (Land, Buildings & Structures)
- Manager – Procurement & Plant

## Funding Bodies*:*

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

N/A

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Sale of Asset Proceeds $36,000 ($18,000 per cottage)

## Future Years' Budgets:

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

Nil

## Impact on Other Individuals or Interested Parties:

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

Nil

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Nil | |

## Advice to Council:

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

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

It is recommended that Council accept the tender response from Burke Industries Pty Ltd for $18,000 (plus GST) for each cottage.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

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

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

That Council:

1. Accept the offer from Burke Industries for the purchase of both cottages, noting the tendered value of $18,000 plus GST for a total value per cottage of $19,800.

2. Authorise the Chief Executive Officer (or delegate) to enter into a contract for the sale and removal of the cottages with Burke Industries.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 2: Delivering strong financial management
2.4 Procurement and controlling our costs

## Supporting Documentation:

| | | |
|---|---|---|
| *1*⇩ | Tender 21009 - Sale & Removal of Two Disused Cottages Mitchell Evaluation Report | D20/90739 |

## Report authorised by:

Manager - Facilities (Land, Buildings & Structures)
Director - Corporate & Community Services

CONFIDENTIAL

# EVALUATION OF TENDER RESPONSES

RFT 21009

Purchase and Removal of two (2) Disused Cottages,
97 Ann Street, Mitchell QLD4465

REPORT COORDINATED BY:
Manager Procurement & Plant

ON BEHALF OF THE TENDER EVALUATION PANEL

- Manager - Facilities (Land, Buildings & Structures)
- Manager Procurement & Plant

SEPTEMBER 2020

maranoa
REGIONAL COUNCIL

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## 1. EXECUTIVE SUMMARY

This report summarises the evaluation process undertaken for Tender 21009 – Purchase and Removal of two (2) disused cottages at 97 Ann Street, Mitchell QLD 4465.

The tender period opened on 11 August 2020 with a closing date of 4 September 2020.

The Tender Evaluation Panel (TEP) comprised the following Council staff members:

- Manager - Facilities (Land, Buildings & Structures)
- Manager Procurement and Plant

It is recommended that Council accept the tender response from Burke Industries Pty Ltd for $18,000 (plus GST) for each cottage.

## 2. BACKGROUND

Maranoa Regional Council invites tenders for the purchase and removal two (2) disused cottages located at 97 Ann Street, Mitchell Qld 4465 on land described as Lot 1 on SP200053 that are surplus to Council requirements.

The cottages are known locally as the disused 'Aged Pensioner Cottages'. Three (3) cottages are located on the land. Council offers for removal the two (2) outer cottages only. The cottage located in-between these two cottages is not available for removal.

The cottages are described and numbered as 'Cottage No. 1' and 'Cottage No. 3'.

The cottages contain asbestos.

Council may consider:

- Offers for the purchase and removal of both cottages.

OR

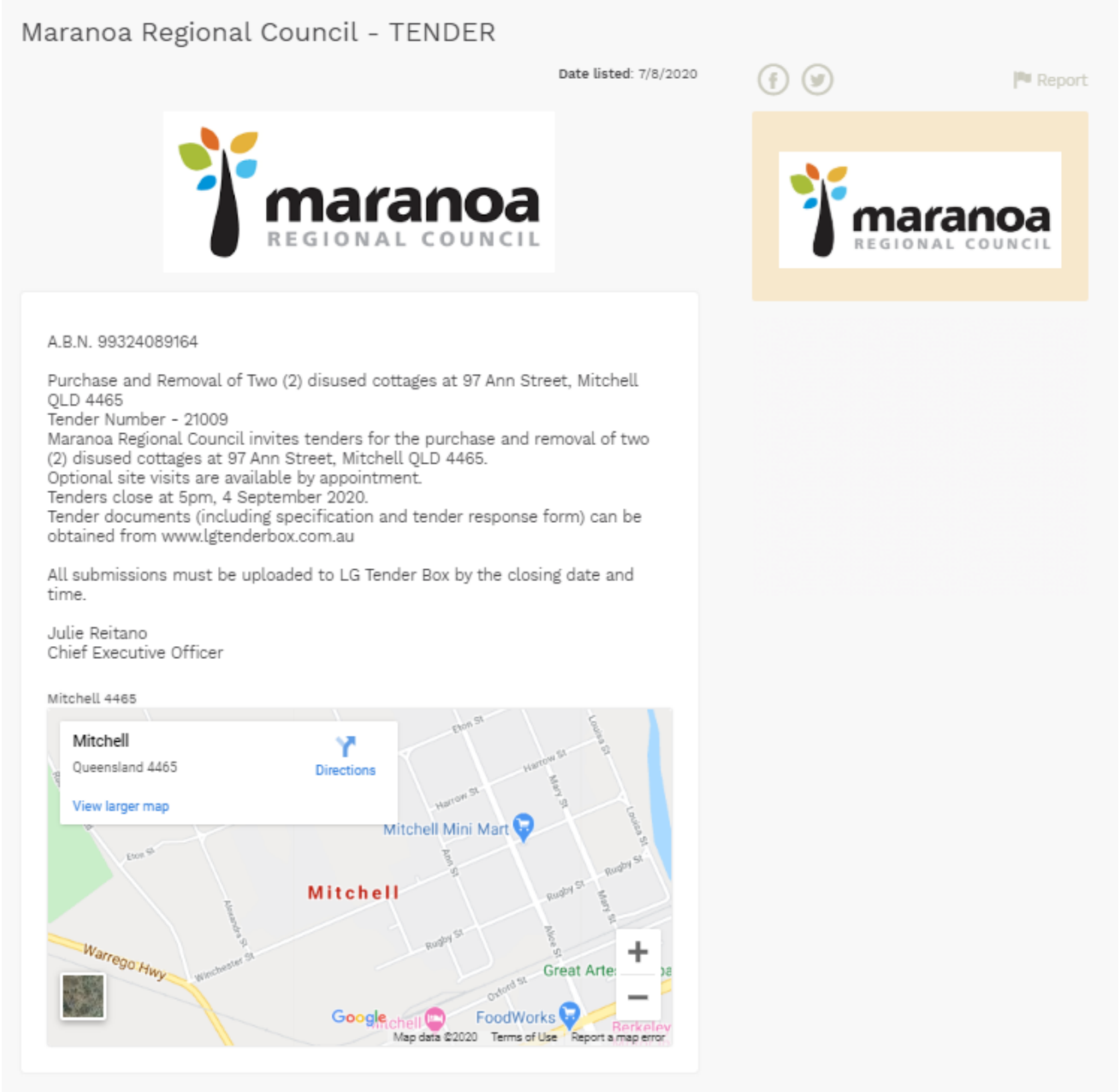
- Offers for the purchase and removal of individual cottages.

## 3. PARTICULARS OF LAND

The buildings were offered on an "as is" basis and tenderers were to undertake their own investigation in relation to the adequacy of the property for their requirements.

**4. ADVERTISING DETAILS**

The tender was advertised in the Western Star for the period Tuesday 11 August 2020 to 4 September 2020.



Maranoa Regional Council - TENDER

Date listed: 7/8/2020

Report

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A.B.N. 99324089164

Purchase and Removal of Two (2) disused cottages at 97 Ann Street, Mitchell QLD 4465
Tender Number - 21009
Maranoa Regional Council invites tenders for the purchase and removal of two (2) disused cottages at 97 Ann Street, Mitchell QLD 4465.
Optional site visits are available by appointment.
Tenders close at 5pm, 4 September 2020.
Tender documents (including specification and tender response form) can be obtained from www.lgtenderbox.com.au

All submissions must be uploaded to LG Tender Box by the closing date and time.

Julie Reitano
Chief Executive Officer

Mitchell 4465



**5. TENDER PERIOD**

The tender documents were released on 11 August 2020 and closed on 4 September 2020.

**6. LEVEL OF INTEREST FROM THE MARKET**

Thirty-four (34) entities/individuals downloaded the tender documents from LG Tender Box with the following two Tenders received:

1) Burke Industries Pty Ltd $18,000 for each cottage.
2) Forrest Country Building $1,800 for each cottage.

**7. TENDER EVALUATION PANEL MEMBERS & CONSULTATION**

The Tender Evaluation Panel (TEP) comprised the following Council staff members:

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

**8. TENDER EVALUATION PROCESS**

| Evaluation Criteria | Weightage % |
|---|---|
| Purchase Price Offered to Council | 100% |

**9. FINDINGS ANALYSIS, OBSERVATIONS AND RECOMMENDATIONS**

| Tenderer | Purchase Price | Conflict of Interest | Statement of Departures |
|---|---|---|---|
| Burke Industries Pty Ltd | $18,000<br><br>Evaluation Score: 100 points – as the highest bid price | None | None |
| Forrest Country Building | $1,800 | None | None |

**11. RECOMMENDATION**

It is recommended that Council accept the tender response from Burke Industries Pty Ltd for $18,000 per cottage (input taxed).

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 29 September 2020

**Item Number:** 13.13 **File Number:** D20/92819

**SUBJECT HEADING:** Tender 21013: Sale of land and building at 6 Burrows Street, Surat QLd 4417.

**Classification:** Open Access

**Officer's Title:** Manager - Procurement & Plant

---

**Executive Summary:**
Council invited tenders for the sale of the premises located at 6 Burrows Street, Surat QLD 4417.

This report summarises the results of Tender 21013 and is submitted for Council's consideration.

**Officer's Recommendation:**
That Council:

1. Accept the offer from Mathew Pierce of Toowoomba Qld 4350 for thirty thousand dollars ($30,000) incl GST.

2. Authorise the Chief Executive Officer (or delegate) to enter into negotiations with Mathew Pierce formalising the terms and conditions in the draft contract and execute any documentation associated with this asset disposal.

---

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Tenderer – Mathew Pierce

### Acronyms:

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

| Acronym | Description |
|---|---|
| N/A | |

### Context:

***Why is the matter coming before Council?***

Council invited tenders for the sale of the premises located at 6 Burrows Street, Surat QLD 4417, as such requires Councils, consideration and approval is required.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

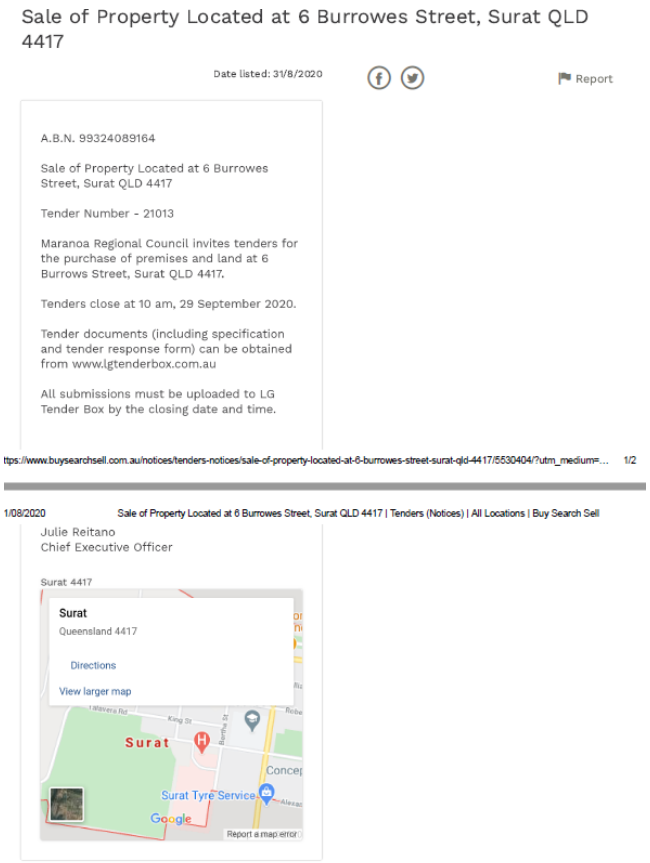
Maranoa Regional Council invited tenders for the sale of the premises located at 6 Burrows Street, Surat QLD 4417.

The Property located at 6 Burrows Street, Surat, known as Lot 502 on S282, is zoned as **"General Residential"** in the *Maranoa Planning Scheme 2017*.

The Property is comprised of:

- 2,023m2 land area
- Three bedrooms;
- One bathroom; and
- Detached Single Garage
- Electricity, mains water, telephone and sewerage are connected to the property.

Tender 21013 was advertised from 4 September to 29 September 2020 through the Western Star online. This tender was also posted on Council's My Maranoa Facebook page on 4 September 2020.



Sale of Property Located at 6 Burrowes Street, Surat QLD 4417

Date listed: 31/8/2020 Report

A.B.N. 99324089164

Sale of Property Located at 6 Burrowes Street, Surat QLD 4417

Tender Number - 21013

Maranoa Regional Council invites tenders for the purchase of premises and land at 6 Burrows Street, Surat QLD 4417.

Tenders close at 10 am, 29 September 2020.

Tender documents (including specification and tender response form) can be obtained from www.lgtenderbox.com.au

All submissions must be uploaded to LG Tender Box by the closing date and time.

ttps://www.buysearchsell.com.au/notices/tenders-notices/sale-of-property-located-at-6-burrowes-street-surat-qld-4417/5530404/?utm_medium=... 1/2

1/08/2020 Sale of Property Located at 6 Burrowes Street, Surat QLD 4417 | Tenders (Notices) | All Locations | Buy Search Sell

Julie Reitano
Chief Executive Officer

Surat 4417

Nine (9) interested parties downloaded the Tender Documents with Council receiving one (1) offer.

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

Considering the valuation of the property it seems reasonable to accept the offer by Mathew Pierce.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**
***What does the legislation and other statutory instruments include about the matter under consideration?***( Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

The *Local Government Regulation 2012* section 227 states:

***Section 227 Valuable non-current asset contract—tenders or auction needed first***

*(1) A local government can not enter into a valuable non-current asset contract unless it first—*

*(a) invites written tenders for the contract under section 228; or*
*(b) offers the non-current asset for sale by auction.*

**Council Policies or Asset Management Plans:**
***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

N/A

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

Manager, Facilities (Land, Buildings & Structures)

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

N/A

**This Financial Year's Budget:**
***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

The proceeds from the sale will be assigned to Facilities Capital Revenue: GL8430 8530 1630.

## Future Years' Budgets:

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

N/A

## Impact on Other Individuals or Interested Parties:

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

No individuals or organisations have been identified that will be adversely affected by the sale of the property.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| N/A | N/A |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

It is advised that Council accept the offer from Mathew Pierce of 364 Tor Street Toowoomba Qld 4350 for thirty thousand dollars ($30,000).

## Recommendation:

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

That Council:

1. Accept the offer from Mathew Pierce of Toowoomba Qld 4350 for thirty thousand dollars ($30,000) incl GST.

2. Authorise the Chief Executive Officer (or delegate) to enter into negotiations with Mathew Pierce formalising the terms and conditions in the draft contract and execute any documentation associated with this asset disposal.

***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

No

**Link to Corporate Plan:**
Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.2 Economic development

**Supporting Documentation:**

| | | |
|---|---|---|
| *1*⇩ | Photos of property at 6 Burrowes Street, Surat | D20/70418 |
| *2*⇩ | Valuation Report - 6 Burrowes Street Surat - Lot 502 on S282 | D20/78438 |

**Report authorised by:**
Manager - Facilities (Land, Buildings & Structures)
Director - Corporate & Community Services



**Photos**

**6 Burrowes Street Surat**









Acumentis®

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ACN: 010 317 432

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Toowoomba QLD 4350

PO Box 73. Toowoomba QLD 4350

Tel: 07 4638 3988

# Valuation Report

## 6 Burrowes Street, Surat QLD 4417

*decision certainty.*

| | |
|---|---|
| Reliant Party: | Maranoa Regional Council |
| Purpose: | Property Sale Purpose |
| Instructed By: | Shirley Horrobin |
| Valuation Date: | 11 August 2020 |
| Inspection Date: | 11 August 2020 |
| Client ref. | Purchase Order: 161476 |
| Acumentis ref. | 2008019141 |

2008019141
6 Burrowes Street, Surat QLD 4417



2008019141
6 Burrowes Street, Surat QLD 4417

# Executive Summary

*IMPORTANT: All data provided in this summary is wholly reliant on and must be read in conjunction with the information provided in the attached report. It is a synopsis only designed to provide a brief overview and must not be acted on in isolation.*

*For the purpose of this report "Acumentis" means the company identified on the front of this report.*

## 1.1 Property summary

| | | | | |
|---|---|---|---|---|
| Property address | 6 Burrowes Street, Surat QLD 4417 | | | |
| Real Property Description | Lot 502 on Crown Plan S282 | | | |
| Registered proprietor / owner | Maranoa Regional Council | | | |
| Encumbrances | Not Known | | | |
| Basis of valuation | Market Value | | | |
| Site area | 2,023m² | | | |
| Property description 'As Is' | The subject property comprises a residential house with 3 bedrooms and 1 bathroom and a detached single garage. | | | |
| Built about | Circa 1920 | | | |
| Building areas | Living 130m² | | Outdoor | 13m² |
| Car accommodation | 1 detached garage | | Car areas | 79m² |
| Marketability | Moderate | | | |
| Environmental issues | Known | | Heritage issues | Not Known |
| Essential repairs | Yes | | | |
| Local authority / zoning | Maranoa Regional Council | | General Residential | |
| Current use | Residential | | | |
| Relevant dates | Valuation date | 11 August 2020 | Inspection date | 11 August 2020 |

## 1.2 Recent sale history

| | |
|---|---|
| Current contract | Not applicable. |
| Previous sale | There are no recent recorded sales of the subject property. |

2008019141
6 Burrowes Street, Surat QLD 4417

## 1.3 Valuation & assessment summary

| | | | |
|---|---|---|---|
| Interest valued | Fee Simple Vacant Possession | Other assessments | |
| Value component | Existing Property | Rental value unfurnished | Not suitable for rent. |
| Land | $10,000 | Actual rent | $N/A |
| Improvements | $10,000 | Replacement value | $235,000 |
| Market value | **$20,000** | | |
| | **(Twenty Thousand Dollars)** | | |

## 1.4 Signatory



Valuer Lauren Schelberg
AAPI CPV Qld Reg No 3489

Position Valuer
Entity Acumentis Regional Pty Ltd trading as Acumentis
Office Toowoomba

Liability limited by a scheme approved under Professional Standards Legislation.

This Valuation Report is for the sole use only of the instructing party only and is not to be used for any other purpose by any other party. Any reliance, use, distribution, publication of the Report and/or any other representations made relating to the contents of the Report is restricted solely to the instructing party, and any additional parties expressly named in this Report.

No responsibility is accepted by the Valuer and/or Valuation Firm in the event that the instructing party to which this Report is addressed, or any other agreed additional reliant party(s) noted in this Report, relies, uses, distributes, publishes and /or otherwise represents anything contained in the Report for any other purpose apart from that expressly noted previously.

No responsibility is accepted by the Valuer and/or Valuation Firm to any other parties who rely, use, distribute, publish and/or otherwise represent anything contained in the Report for any purpose.

# Qualifications & Definitions

## 2.1 Assumptions, conditions and qualifications

We hereby certify that the valuer has personally inspected this property on the date above and has carried out the assessments above as at that date. Neither the valuer, nor any member of this firm, has any conflict of interest, or direct, indirect or financial interest in relation to this property that is not disclosed herein.

This report is for the use only of the party to which it is addressed is not to be used for any other purpose. No responsibility is accepted or undertaken to third parties in respect thereof. This report does not constitute a structural survey.

No part of this valuation or any reference to it may be included in any other document or reproduced or published in any way without written approval of the form and context in which it is to appear.

Only a signed original of this valuation should be relied upon and no responsibility will be accepted for photocopies of the report or signatures to the report.

No soil tests or environmental studies have been made available for our perusal. Therefore, it should be noted that our valuation is subject to there being no surface or sub-surface soil problems including instability, toxic or hazardous wastes, toxic mould, asbestos or building material hazards in or on the property that would adversely affect its existing or potential use or reduce its marketability. Should a problem be known or arise the valuation should be referred to us for comment and review as deemed appropriate. We are not experts in this regard and if more detailed advice is required, an environmental consultant should be retained.

The client must review all Critical Documents to sight, prior to relying on this valuation assessment, to confirm that there are no issues which have a pertinent impact on the market value of the subject property.

## 2.2 Disclaimers

**Definition of Market Value**

Market Value is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

**Definition of Market Rental**

Market rental value is the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction after proper marketing and where the parties each acted knowledgeably, prudently and without compulsion.

**Improvements/structural survey**

This Valuation inspection and Report does not constitute a structural survey and is not intended as such. We have carried out an inspection only of the exposed and readily accessible areas of the improvements. Note, the Valuer is not a building construction or structural expert and is therefore unable to certify the structural soundness of the improvements. Readers of this report should make their own enquiries.

This valuation is on the basis that all improvements have been constructed in accordance with the appropriate planning and building regulations in force at the time of construction, and that all appropriate approvals have been obtained from the relevant authorities.

**Improvements**

This Valuation has been based on the condition of the structural improvements and the property in general as at the inspection date, and if the property has to be sold in circumstances where its condition has deteriorated and/or essential fixtures/fittings removed there is likely to be a significant write down in the asset value when compared to the current assessment. Under these circumstances the Valuer will not be responsible for any reduction in value. This valuation also assumes that all improvements on site are constructed in accordance with the Building Codes of Australia and that all materials used comply with relevant Australian Standards.

Aluminium Composite Cladding - Unless otherwise stated in our assessment evidence of aluminium composite cladding was not evident during the inspection and the assessment is on the basis that the improvements are not subject to rectification works.

**Insurance Replacement Cost**

An assessment of the replacement value of improvements is provided as indicative advice only and should an accurate assessment be required the services of a qualified Architect and /or Quantity Surveyor should be engaged. The replacement and reinstatement estimate for insurance purposes is based upon industry average rates rather than detailed cost estimates. We have considered them based on replacement of like with like as far as possible. In addition to construction costs we have allowed for demolition and clean-up, professional fees for design and supervision of replacement buildings and improvements and an allowance for increases in prices over a twelve month period being the insurance premium year. It is recommended insurance replacement costs are reassessed every twelve months. NOTE: This assessment makes no provision for Catastrophic Events that can result in abnormal and substantial escalation in building costs. The market value of the subject property as assessed within this valuation report has been predicated on the basis that the subject property can obtain adequate Insurance Replacement cover for the existing improvements on generally acceptable market based terms and conditions. The reliant party must be aware that in the event Insurance Replacement cover is not available for whatever reason that this has the potential to adversely impact the market value of the subject property.

**Survey**

The valuation is made on the basis that there are no encroachments by or upon the property. If the instructing party has any concerns regarding encroachments they should be referred to a Registered Surveyor for advice or current survey report. Should any encroachments exist or other affectations be noted by a survey report, this report should be returned to the valuer for comment. We reserve the right to amend our report upon receipt of this information.

**Comparable Sales Evidence**

The comparable sales evidence used in this valuation report are considered the most relevant sales based on our research, both in terms of physical comparison to the subject property and allowing for market changes between sale and valuation date. In many cases, we have not physically inspected the interior of the sales evidence quoted and have relied on sales evidence as recorded in available property sales databases including the number of bedrooms. We therefore cannot guarantee the accuracy of the information provided.

**Land Dimensions/Area**

Unless stated as otherwise in this report we advise that we have not searched or been provided with a copy of the current Title or Registered Plans and that any dimensions or land areas quoted in this report have been obtained from third party information sources and whilst every endeavour has been made to verify such information we accept no responsibility for inaccuracy of any information provided and relied upon.

**Environmental**

Unless stated otherwise in the report, no soil tests or environmental studies have been made available. Therefore, it should be noted that the valuation is subject to there being no surface or sub-surface soil problems including instability, toxic or hazardous wastes, toxic mould, asbestos or building material hazards in or on the property that would adversely affect its existing or potential use or reduce its marketability. Should any problems be known or arise, then the valuation should be referred to Acumentis for review as Acumentis deems appropriate.

The reliant party client acknowledges and recognises that Acumentis are not an expert in identifying environmental hazards and compliance requirements affecting properties.

### Market Movement Clause

This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period including as a result of general market movements or factors specific to the particular property. Acumentis does not accept liability for losses or damage arising from such subsequent changes in value including consequential or economic loss. Without limiting the generality of the above comment, Acumentis does not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of three months from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.

### Certificate of Title

Unless stated as otherwise in this report we advise that a copy of the current Certificate of Title has not been provided or searched. It is a critical condition of this valuation that the property has clear title. Should any encumbrances, easements, leases or other restrictions not mentioned in this report be known or discovered then the valuation should be referred to the valuer for comment. We recommend a full title search be carried out. Should any easements, encumbrances or impediments on title be noted, our report should be returned for comment or amendment at that time. We reserve the right to amend our report at that time.

### Asbestos

Unless stated otherwise within the report, no Asbestos Materials Report has been provided. Should any such matters be known or discovered, no reliance should be placed on the assessment of value unless Acumentis has been advised of these matters and has confirmed that the assessment is not affected. Acumentis has not physically inspected enclosed cavities or air-conditioning plant and equipment and this assessment assumes these areas do not include asbestos based materials.

### Town Planning, Building and Other Searches

We advise that a search with the appropriate Council or other relevant authorities has not been carried out or has not been obtained and therefore this valuation has been undertaken on the on the basis that all necessary and appropriate town planning and/or building, consents, approvals and certifications have been issued for the use and occupation of the improvements as described in this report. We recommend the reader make their own enquiries in this regard. Should any issues arise from these enquiries, this report should be returned to the valuer for comment. We reserve the right to reassess value at that time.

### Pest & Termite Infestation

Unless otherwise noted we advise that the inspection of the subject property did not reveal any obvious visible pest or termite infestation within reasonably accessible areas to the valuer. The client acknowledges and recognises that the valuer is not a pest inspector or pest expert. The absence of pests, including termites, can only be confirmed by a suitably qualified expert after a comprehensive inspection and the use of specialist equipment. Should any pest or termite infestation issues become apparent, this report should be returned to the valuer for comment. We reserve the right to reassess the value of the property at that time.

### Utility Services

We advise that the valuer has not tested any of the services. Should any utility service concerns become apparent, this report should be returned to the valuer for comment. We reserve the right to reassess the value of the property at that time.

### Flood Search

We advise that we have not undertaken a formal search to confirm whether or not the property is subject to flooding, or has previously been flooded. We recommend you undertake your own enquiries in this regard. Should any issues arise this report should be referred back to the valuer for comment and or amendment.

**Full Disclosure & Reasonably Available Information**

The instructing party acknowledges its responsibility for full disclosure of all relevant information and undertakes to provide all relevant documents in its possession that may have an effect on the service to be provided. This valuation is based upon information reasonably available to the valuer as at the date of issue in accordance with usual valuation practices.

**Coronavirus and Other Contagions**

This valuation is current at the date of valuation only and is predicated on the basis that the market will not be further impacted by any future adverse economic outcomes which may occur as a result of national or global health alerts. However, the outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organisation as a "Global Pandemic" on 11 March 2020, has impacted global financial markets. Travel restrictions have been implemented by many countries. Market activity is being impacted in many sectors. As at the valuation date, Acumentis considers that we can attach less weight to previous market evidence for comparison purposes, to inform opinions of value. Indeed the current response to COVID-19 means that we are faced with an unprecedented set of circumstances on which to base a judgment. Our valuation is therefore reported on the basis of "material valuation uncertainty" as per VPS 3 and VPGA 10 of the RICS Red Book Global. Consequently, less certainty – and a higher degree of caution – should be attached to our valuation than would normally be the case. Given the unknown future impact that COVID-19 might have on the real estate market, we recommend that you keep the valuation of the subject property under frequent review.

Neither the valuer nor Acumentis has any pecuniary interest giving rise to a conflict of interest in valuing the property.

This valuation is current at the date of valuation only. It is subject to no significant event occurring between the date of inspection and the date of valuation that would impact upon the value of the subject property.

The value assessed herein is based on the definition of market value unless otherwise stated in the report and does not represent the realisable value based on a mortgagee or receiver sale. The value assessed herein may change significantly and unexpectedly over a relatively short period including as a result of general market movements or factors specific to the particular property. We do not accept liability for the losses or damage arising from such subsequent changes in value including consequential or economic loss. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after the date of the valuation, or such earlier date if you become aware of any factors that have effect on the valuation.

## 2.3 Definitions

**Market Value** is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

**Highest and Best Use** is the use of an asset that maximises its potential and that is physically possible, legally permissible and financially feasible.

## 2.4 Recommended documents to sight

A recommended document is a supporting document that we believe the client should read in conjunction with our valuation report. A recommended document is considered to have a general effect only and is not considered to have an impact on the marketability and value that is specific to the subject property as at the date of valuation. In this instance, we recommend the following documents are sighted prior to relying on this valuation assessment:

Nil.

## 2.5 Critical documents to sight

A critical document is considered to contain information that may have an impact on the marketability and market value of the subject property. Such documents may include a formal search and/or expert report undertaken by a third party professional. This valuation is conditional on the following document(s) being sourced and read in full by the client. Should the documents below identify any matters which materially alter the value of the property, they should be referred to the valuer so that they can be reviewed and the impact (if any) on marketability and/or market value be reassessed. We recommend that the following critical documents be sourced and read in full prior to relying on this valuation:

Nil.

2008019141
6 Burrowes Street, Surat QLD 4417

# Property Details

## 3.1 The land

| | |
|---|---|
| Property identification | Site inspection, street address, cadastral map |
| Title search undertaken | No |
| Local authority | Maranoa Regional Council |
| Zoning | General Residential |
| Zoning effect | The current use appears to be a permitted use under the zone designation. Council searches have not been undertaken to verify this. |
| Site description & access | The land comprises a regular shaped, gently sloping, inside site located at road level. The site has fair access quality. |
| Services | Electricity, mains water, telephone and sewerage are connected to the property. |
| Location | Surat is located within the Maranoa Regional Council, approximately 75 km south of Roma. At the 2016 census Surat had a population of approximately 410 people. Surat provides only basic services and amenities including hotel, Primary School, service station and small shop, with Roma being the closest major centre supplying all district sized services and amenities.<br>This is an average quality, established residential locality. Surrounding development generally comprises similar quality housing. The property's neighbourhood is well serviced by schools and local shopping facilities. |

## 3.2 Building construction details

| | | |
|---|---|---|
| **Year built** | Circa 1920 | |
| **Style** | Lowset | |
| **Levels** | Single level | |
| **Main walls & roof** | Fibrous cement & weatherboard and corrugated galvanised iron | |
| **Window frames** | Aluminium & timber | |
| **Main interior linings** | Fibrous cement and VJ pine | |
| **Flooring** | Timber | |
| **Parking** | 1 detached garage | |
| **Internal condition** | Poor | |
| **External condition** | Poor | |
| Areas | Living | 130m² |
| | Rear Patio | 11m² |
| | Front Porch | 2m² |
| | Carport/Skillion | 33m² |
| | Garage | 42m² |
| | Store | 5m² |
| **Accommodation** | 3 bedrooms, 1 bathroom, kitchen, external laundry, lounge, dining, sunroom and study/bedroom. | |
| **Interior layout** | Fair | |

| | |
|---|---|
| **PC items** | *Kitchen:* painted timber wall and floor cupboards with laminated benchtop, single bowl stainless steel sink, tile splashback and wood stove. The kitchen is fair quality and in fair condition.<br>*Bathroom:* single wall hung hand basin. It has a disabled access shower recess, wall mirror and separate toilet. The bathroom is fair quality and in fair condition.<br>*External laundry:* automatic washing machine points, double concrete tubs and shower recess. The laundry is fair quality and in fair condition. |
| **Fixtures and features** | Electric hot water system and ceiling fan(s). Floor coverings include: vinyl and timber. |

### 3.3 Ancillary improvements

Fencing comprises fair quality fencing to boundaries, gravel driveway. Overall the property's landscaping is non existent. Secondary ancillary items include: rotary clothes hoist. Car 1 detached garage with attached carport/skillion and attached storeroom.

### 3.4 Essential repairs

An essential repair is any observable works required that renders the subject dwelling uninhabitable and/or does not meet the minimum standards to offer the subject for lease. It also covers items which if not given immediate attention, will diminish the structural integrity of the improvements and/or result in further decline in the value of the asset. Please note that unless otherwise stated, the subject property has been valued on an "AS IS" basis.

The following works are considered to be essential repairs:

- No onsite cooking facilities

Other repairs and maintenance items are noted in Section 5.1 of this report.

### 3.5 Heritage issues

None apparent.

### 3.6 Environmental issues

We have undertaken a search of the Contaminated Sites Database.

**As valuers, we are not experts in the field of contamination and if more detailed advice is required, an environmental consultant should be engaged and their report and/or any additional professional advice provided to the valuer for comment.**

The subject property is located in a designated flood hazard zone under the town planning scheme.

# Photographs

## 4.1 Supporting Photographs




Front Elevation




Kitchen




Bathroom




Laundry




External Defect




External Defect




External Defect




External Defect




External Defect




Internal Defect




Internal Defect

## Comments

### 5.1 Property comment

Upon inspection the valuer noted the following detracting features:

- External and internal paint is in overall poor condition
- External cladding is lifting in places, especially to the corners of the dwelling
- Broken window noted on the western side
- Rusty pipe to external laundry is leaking
- Internal linings in some areas of the kitchen area has been removed
- The kitchen provides basic cooking facilities with no stove/cooktop
- The guttering on the south western corner of the house is rusty
- No downpiping in place to direct water away from the dwelling

The above noted defects are not considered to be essential repairs, however limits the presentation and appeal of the subject property.

### 5.2 Market comment

Indicators, on balance, suggest stable market conditions will continue. Supply is in balance and supports a stable market. Demand is in balance and supports a stable market. Rental vacancy rates are in balance and supports a stable market. Expectations in the marketplace are for stable market conditions to continue for the short term at least.

Surat is a rural town located in the Maranoa Regional Council region, 80km south of Roma, on the banks of the Balonne River, with a reported population of around 400 as at the 2016 Census. Surat has a thinly traded residential market, with around 3-5 residential house sales occurring each year, with low demand.

### 5.3 Key market indicators

| | |
|---|---|
| Level of market activity | Limited Sales Activity |
| Recent market direction | Steady |

# Valuation Methodology

## 6.1 Valuation methodology

In establishing a market value for the subject property we have used the following approach.

### Direct Comparison Approach

This is the analysis of sales of similar properties by comparative basis. When undertaking this comparison factors such as, but not limited to, the following are assessed and then related back to the subject property as a whole.

- Location
- Land Area
- Frontages
- Topography
- Services and Access
- Rental income potential
- Zoning
- Development Potential
- General Presentation
- Site Layout
- Car Parking
- Type of Buildings
- Design and Function
- Construction Materials
- Age and Quality
- Degree of Obsolescence

### Summation Approach

The Summation approach is the land value plus the depreciated value of the existing improvements allowing for condition of the building(s) and both physical and functional obsolescence. This method has been used as a cross check to the Direct Comparison approach.

In applying appropriate replacement cost rates for the building areas, we have relied upon our experience as valuers along with utilising current construction costs detailed in building cost guides such as Rawlinson's Australian Construction Handbook. For the purpose of the valuation, we have adopted an appropriate depreciation rate that reflects the age, degree of obsolescence and condition of improvements. The underlying land value and applied depreciation rate are assessed by comparison to the available sales evidence

# Sales Evidence

## 7.1 Sales evidence

The following sales provide a sample of the information that has been investigated and analysed for the purpose of this assessment. Whilst we believe the information to be accurate, it was obtained from third party sources and not all details have been formally verified.

We have reviewed all available evidence carefully and have included the most recent and comparable sales in the report to the best of our knowledge.

| Address | Sold/under offer | Sale date | Sale price |
|---|---|---|---|
| **111A Robert Street, Surat QLD 4417** | **Settled** | **04/09/2019** | **$15,000** |

Low set (Fibre cement/Corrugated galvanised iron) dwelling. Set on a 1,012 m² allotment. Accommodation includes: 1 bedroom, 1 bathroom, kitchen, living area. Fixtures and features include: Limited. Built About 1930. Ancillary improvements include: Partial fencing. Overall in poor condition. Not suitable for habitation.

**In Comparison to Subject:**
Similar location. Inferior land being smaller. Inferior ancillary improvements with inferior yard improvements. Inferior structural improvements. The sale is considered inferior overall. The market has not changed since the date of the sale.

| | | | |
|---|---|---|---|
| **64 Russell Street, Wallumbilla QLD 4428** | **Settled** | **30/11/2019** | **$32,000** |

Low set (Weatherboard/Corrugated galvanised iron) dwelling. Set on a 1,518 m² regular shaped corner allotment. Accommodation includes: 1 bedroom, 1 bathroom, kitchen, dining, lounge, office/storage room and downstairs laundry. Fixtures and features include: split system air-conditioning and security screens. Built about 1940. Ancillary improvements include: garden shed, rainwater tank, partial fencing and gravel driveway.

**In Comparison to Subject:**
Superior location in Wallumbilla. Inferior land being smaller. Inferior ancillary improvements. Superior structural improvements. The sale is considered superior overall. The market has not changed since the date of the sale.

| | | | |
|---|---|---|---|
| **Lot 2 Alexander Street, Surat QLD 4417** | **Settled** | **15/05/2019** | **$35,000** |

Low set (Weathertex/Colorbond) dwelling. Set on a 905 m² allotment. Accommodation includes: 1 bedroom, 1 bathroom, kitchen/living and front porch. Fixtures and features include: wall mounted air conditioning. Car accommodation includes: 1 car carport. Built about 2000. Ancillary improvements include: landscaping, partial fencing, gravel driveway, garden shed. Appears to be a low sale in an off market transaction.

**In Comparison to Subject:**
Similar location. Inferior land being smaller. Inferior ancillary improvements with inferior yard improvements. Superior structural improvements that are more modern. The sale is considered superior overall. The market has not changed since the date of the sale.

| | | | |
|---|---|---|---|
| **34 Russell Street, Wallumbilla QLD 4428** | **Settled** | **30/11/2019** | **$55,000** |

This is a single level detached residential house with chamferboard walls and a corrugated galvanised iron roof that was built in circa 1970. It is of fair quality and has fair condition/presentation. Accommodation comprises 2 bedrooms, 1 bathroom, original kitchen, lounge/dining and an attached single carport. The site area is 1,012 m². Site improvements include: garden shed. Overall the property's landscaping is of a moderate quality. Settled Source: RP Data.

**In Comparison to Subject:**
Superior location in Wallumbilla. Inferior land being smaller. Inferior ancillary improvements with inferior yard improvements. Superior structural improvements having greater appeal. The sale is considered superior overall. The market has not changed since the date of the sale.

| | | | |
|---|---|---|---|
| **Lot 74 Augusta Street, Surat QLD 4417** | **Settled** | **06/04/2020** | **$85,000** |

This is a single level detached residential house with fibrous cement/weatherboard walls and a corrugated galvanised iron roof that was built in circa 1920. It is of fair quality and has poor condition/presentation. Accommodation comprises 3 bedrooms, 1 bathroom, original kitchen/meals, lounge, sleepout, laundry (external), separate toilet (external), storeroom and an attached double carport. Approximate Living area: 123m². The land is a regular shaped, gently sloping, inside site located below road level. The site has frontage to the Balonne River. The site area is 9,577 m². Overall the property's landscaping is of a poor quality. Appears to be a firm sale. Settled Source: RP Data.

**In Comparison to Subject:**
Similar location. Superior land being larger. Similar ancillary improvements. Superior structural improvements that are larger. The sale is considered superior overall. Appears to be a firm sale overall.

| | | | |
|---|---|---|---|
| **34 Burrowes Street, Surat QLD 4417** | **Settled** | **08/05/2019** | **$95,000** |

Low set (Hardiplank/Metal deck) dwelling. Set on a 2,023 m² allotment. Accommodation includes: 3 bedrooms, 1 bathroom, kitchen, lounge, dining, laundry. Fixtures and features include: fair internal fitout. Built About 1960. Ancillary improvements include: partial fencing, basic landscaping, detached 2 car carport in fair condition.

**In Comparison to Subject:**
Similar location. Similar land. Superior ancillary improvements with better quality yard improvements. Superior structural improvements that have better appeal. The sale is considered superior overall. The market has not changed since the date of the sale.

## 7.2 Subject property sale history

| | |
|---|---|
| Current contract | Not applicable. |
| Previous sale | There are no recent recorded sales of the subject property. |

# Valuation Rationale

## 8.1 Valuation rationale

The sales evidence indicates a range of values from $15,000 to $950,000. Based on the sales evidence and comparisons outlined above, I assess the value of the subject property at $20,000.

# Valuation Reconciliation

## 9.1 Adopted value

The following table presents the results from the approaches that have been utilised in this valuation report and the value that has been adopted for the subject property.

| | |
|---|---|
| Land | $10,000 |
| Improvements | $10,000 |
| Market value | **$20,000 (Twenty Thousand Dollars)** |

## 9.2 Rental value

The property is not considered to be suitable for rent in the current condition.

## 9.3 Replacement value for insurance purposes

*An assessment of the replacement value of improvements is provided as indicative advice only and should an accurate assessment be required the services of a qualified Architect and/or Quantity Surveyor should be engaged.*

Our replacement and reinstatement estimate for insurance purposes is based upon overall industry average rates rather than detailed cost estimates. We have considered them on the basis of replacement of like with like as far as possible. In addition to construction costs we have allowed for demolition and clean-up, professional fees for design and supervision of replacement buildings and improvements and an allowance for increases in prices over a twelve month period being the insurance premium year.

| Replacement value for insurance | |
|---|---|
| Estimated replacement value for insurance purposes | $235,000 |

## 9.4 Signatory

Valuer



Lauren Schelberg
AAPI CPV Qld Reg No 3489

| | |
|---|---|
| Position | Valuer |
| Entity | Acumentis Regional Pty Ltd trading as Acumentis |
| Office | Toowoomba |

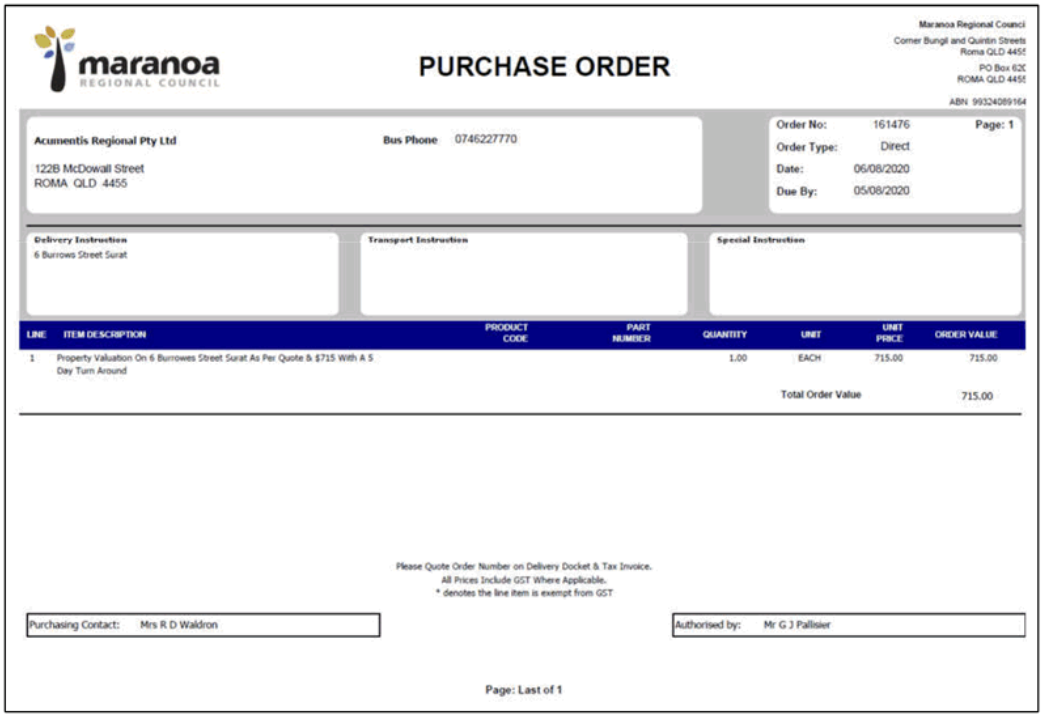
Liability limited by a scheme approved under Professional Standards Legislation.

## Annexures

1. Instruction
2. Cadastral Map
3. Locality Maps
4. Aerial Map

2008019141
6 Burrowes Street, Surat QLD 4417

## ANNEXURE 1 INSTRUCTION



maranoa REGIONAL COUNCIL

**PURCHASE ORDER**

Maranoa Regional Council
Corner Bungil and Quintin Streets
Roma QLD 4455
PO Box 620
ROMA QLD 4455
ABN 99324089164

**Acumentis Regional Pty Ltd**
122B McDowall Street
ROMA QLD 4455

**Bus Phone** 0746227770

**Order No:** 161476 **Page: 1**
**Order Type:** Direct
**Date:** 06/08/2020
**Due By:** 05/08/2020

**Delivery Instruction**
6 Burrows Street Surat

**Transport Instruction**

**Special Instruction**

| LINE | ITEM DESCRIPTION | PRODUCT CODE | PART NUMBER | QUANTITY | UNIT | UNIT PRICE | ORDER VALUE |
|---|---|---|---|---|---|---|---|
| 1 | Property Valuation On 6 Burrowes Street Surat As Per Quote & $715 With A 5 Day Turn Around | | | 1.00 | EACH | 715.00 | 715.00 |

Total Order Value 715.00

Please Quote Order Number on Delivery Docket & Tax Invoice.
All Prices Include GST Where Applicable.
* denotes the line item is exempt from GST

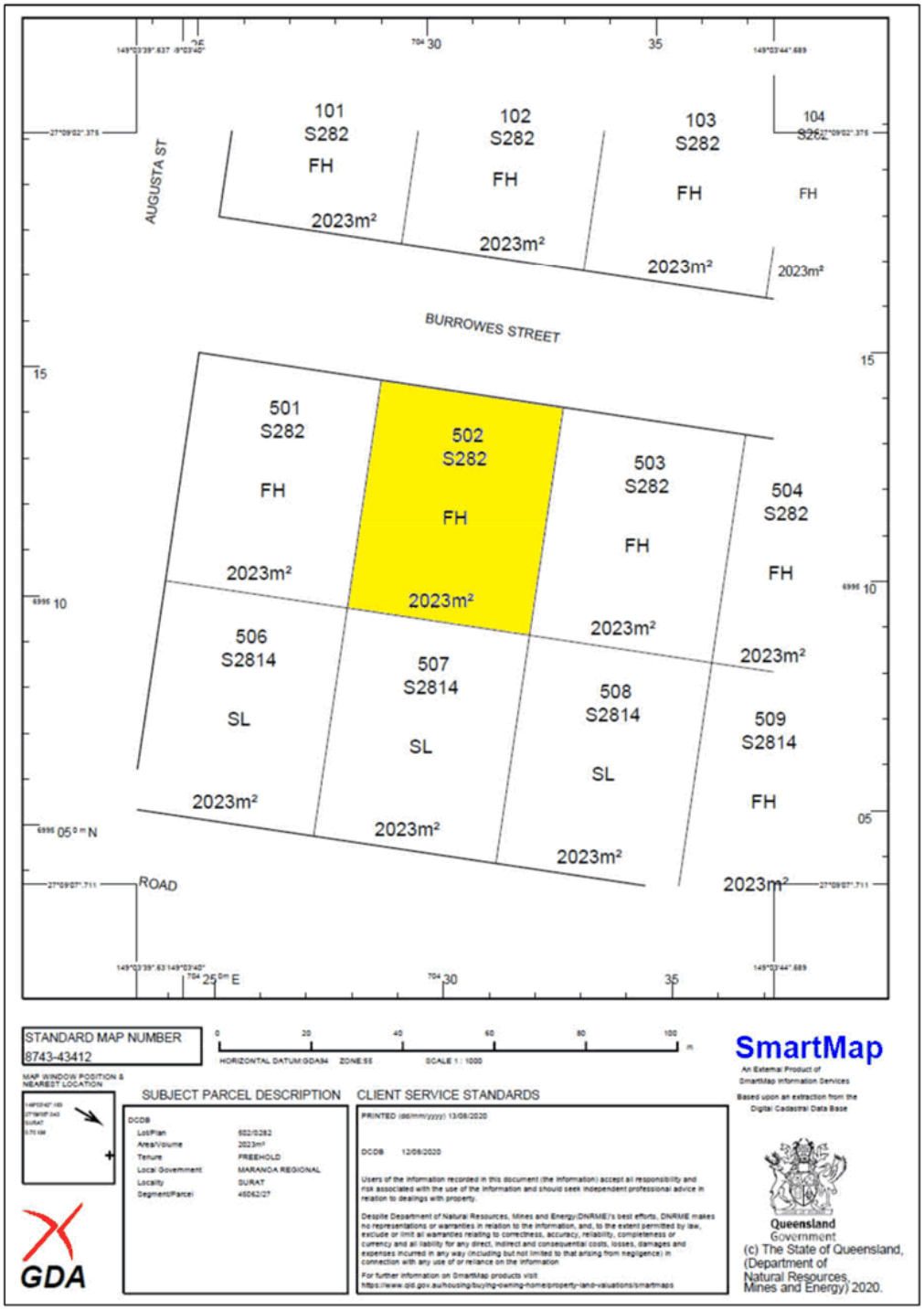
Purchasing Contact: Mrs R D Waldron

Authorised by: Mr G J Pallisier

Page: Last of 1

2008019141
6 Burrowes Street, Surat QLD 4417

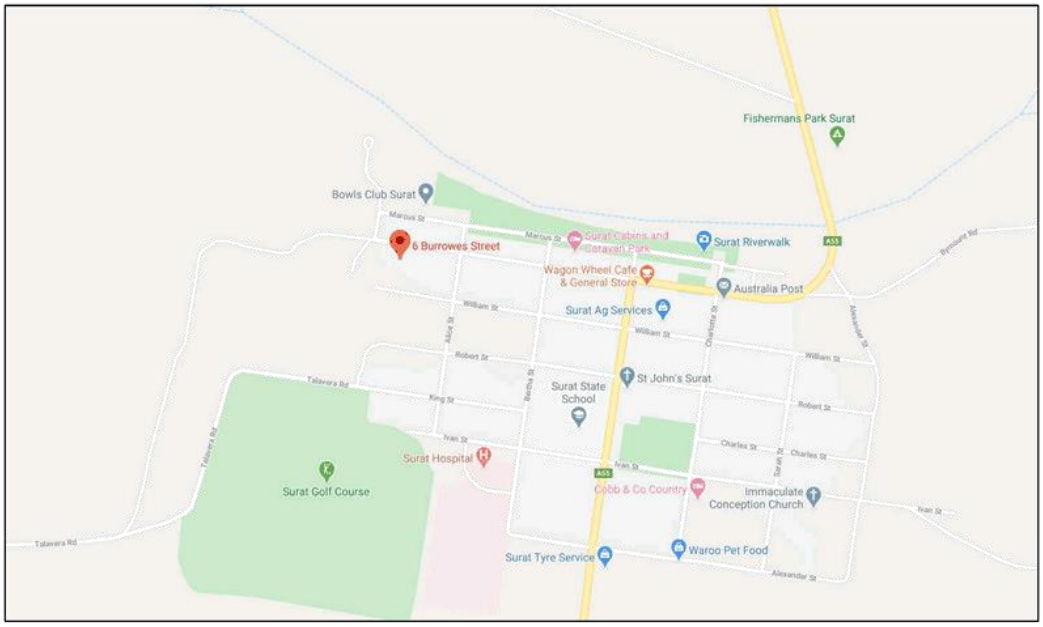
## ANNEXURE 2 CADASTRAL MAP



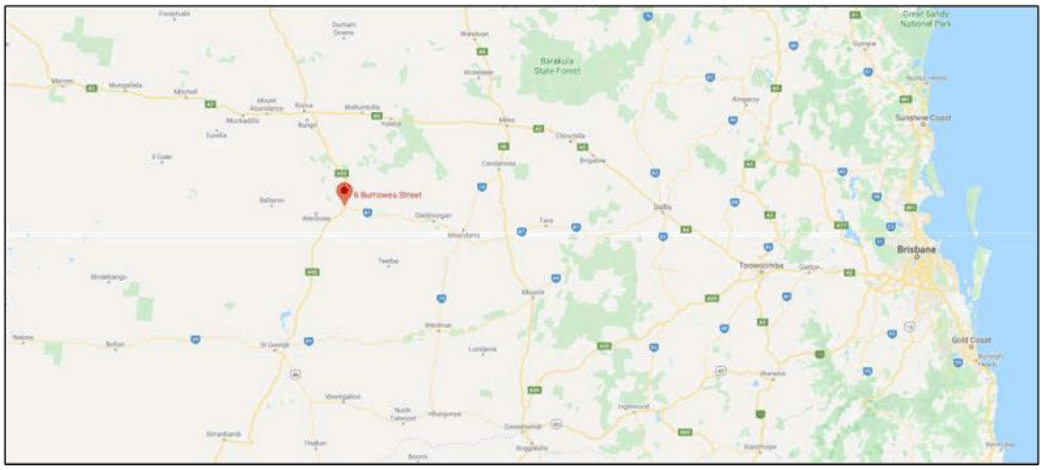

*Source: Department of Natural Resources, Mines and Energy*

2008019141
6 Burrowes Street, Surat QLD 4417

## ANNEXURE 3 LOCALITY MAPS




*Locality map*
*Source: Google Maps*




*Regional map*
*Source: Google Maps*

## ANNEXURE 4 AERIAL MAP




*Source: Queensland Globe*

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 31 August 2020

**Item Number:** 13.14 **File Number:** D20/82934

**SUBJECT HEADING:** Availability of Accommodation for Horses - Annual Roma Show

**Classification:** Open Access

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

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**Executive Summary:**
Council has received correspondence raising concerns regarding the availability of stable accommodation for horses during the annual Roma Show.

**Officer's Recommendation:**
The Council:-

1. Acknowledge receipt of the correspondence.
2. Proceed with the planned expansion of racing stables at Bassett Park.
3. Confirm that racehorses are able to remain accommodated in stables at Bassett Park during the duration of the Roma Show.
4. Confirm that recreational horse owners must vacate stables and feed rooms at Bassett Park during the duration of the Roma Show and that Council enter into stable user agreements with recreational horse owners that reflect this requirement.
5. Confirm that trainers are not able to train horses on the race track during the week of the Roma Show with training restricted from 9:00 am Sunday before the show until 5:00 pm Sunday after the show.
6. Support the Roma Show Society to apply for external funding to improve the availability of dedicated horse accommodation during the annual Roma Show.
7. Work with the Roma Show Society to identify suitable alternative locations at Bassett Park for portable yards to be set up to temporarily accommodate horses away from the Racehorse stabling area.
8. Authorise the Chief Executive Officer (CEO), or delegate, to execute the user agreements with recreational horse owners in respect to use of stables at Bassett Park.

**Individuals or Organisations to which the report applies:**
***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Alanah Ladbrook (correspondent)
Roma Show Society
Racehorse Trainers – Bassett Park
Owners of recreational horses stabled at Bassett Park

## Acronyms:

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

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

| Acronym | Description |
|---|---|
| Nil | Nil |

## Context:

***Why is the matter coming before Council?***

Council has received correspondence from Mrs Alanah Ladbrook in regard to the availability of stable accommodation for horses participating in the annual Roma Show. In her email to Council, Mrs Ladbrook mentions that she has recently been elected both Vice-President and Chief Horse Steward on the Roma Show Committee.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

Council received the attached correspondence from Mrs Alanah Ladbrook on 20 August 2020.

In her correspondence Mrs Ladbrook seeks clarification on what impact the proposed new stables will have on the Roma Show. Mrs Ladbrook specifically raises:-

1. Previous/historic agreements whereby all racehorses were vacated from Bassett Park for the week of the show.
2. Improvements to the yards behind the rodeo arena.
3. The number of stables/yards and camping spaces lost as a result of the new stables. No longer able to accommodate horses in portable yards along McPhie Street fence.

### History – Stabling and Training of Racehorses during Roma Show

Historically, Racehorse Trainers would vacate the stables at Bassett Park for the duration of the Roma Show.

In March 2014 Council received correspondence from the Roma Show Society regarding stabling arrangements for both the 2014 Roma Show and all future shows. In that correspondence the Roma Show Society requested full access to all stables at Bassett Park and estimated that they required 120 clean stables.

Council considered this correspondence at their Ordinary Meeting held on 12 March 2014 and subsequently resolved (GM/03.2014/42):

***That Council for the duration of the Roma Show, including a preparation allowance duration specifically 4-11 May 2014:***

- ***Agrees to allow the race horses to remain in the facility;***

- ***As in previous years, instructs the Pleasure Horse competitors to relocate;***
- ***Allocate funds for the securing of lighting and/or temporary lighting for placement in the "tie-up stalls".***

In making this decision Council deliberated that racehorse training was a business, and concluded that it was not reasonable for trainers or owners to be required to find alternative accommodation for their horses during the week of the show.

Council has entered into *User Agreements - Racehorse Trainers* with all trainers who have horses stabled at Bassett Park. This agreement permits the trainers to use the stables, track, equine pool, roll yards, day yards and wash down bay at Bassett Park. Trainers pay two separate fees being a track fee and a stable fee.

These agreements include in Item 15 –Hirer's Responsibilities - *"Horses may be required to be removed from part of or the entire complex for the Annual Roma Show upon giving three weeks notice".*

Racehorse trainers are not able to train horses on the track during the week of the Roma Show. In 2017 Council considered the training of race horses on the track during the Roma Show including when the show society are setting up and packing up.

***GM/04.2017/59 Council also resolved to restrict the training times of the race horses at Bassett Park during the event in the interest of safety for jockeys, show volunteers and patrons.***

Trainers are sent a courtesy letter annually to remind them of the training restrictions in place from 9:00 am Sunday before the show until 5:00 pm Sunday after the show.

Trainers (with support from Council) set up a temporary training track on the paddock leased by Craig Smith from Council, on McPhie Street.

**History – Stabling of Recreational Horses during Roma Show**

Recreational horses are horses that are not used for racing and along with some racehorses, they are housed in the older stables nearer to the grandstand end of the horse stabling area.

Recreational horse owners are required to remove their horses, and clean out the stables prior to the annual Roma Show to allow these facilities to be used by participants in the show.

Racehorse trainers with horses in these stables (shown on map) haven't been specifically required by Council to move horses during the duration of the Roma Show, but some have relocated some horses to assist the Roma Show Society.

**Improvements to the yards behind the rodeo arena**

In her correspondence, Mrs Ladbrook makes mention of improvements to the yards behind the rodeo arena. In about 2019, the old stalls in the vicinity of the rodeo arena were made larger and higher to make them more suitable for overnight accommodation for horses. This work was completed by the Mitchell WORC crew. 40 very small stalls were converted into 20 stalls twice the size. This project was instigated and managed by the Roma Show Society.

**The number of stables/yards and camping spaces lost as a result of the new stables. No longer able to accommodate horses in portable yards along McPhie Street fence**

Mrs Ladbrook also raises her concerns about the possibility of not being able to accommodate horses in portable yards along the McPhie Street fence after the new stables are constructed.

Regional Sport and Recreation Officer Fiona Vincent has advised that the Bassett Park Advisory Group have been actively planning to have all recreational/show horses housed away from the racehorse stables section of Bassett Park. There is an opportunity to identify other sites on Bassett Park for horses and owners to camp.

Bassett Park staff have cleared up a considerable area of Bassett Park towards the gully on the eastern side of the facility that is not used during show time.

**Racing Stables Expansion**

Council has been granted funds under the Queensland Government - Building our Regions program to construct additional racing stables as well as feed and tack storage bays at Bassett Park in Roma. This project is being delivered with financial support from the Roma Turf Club.

This project will see the removal of an old stable block (known as “old bull stalls”) and the construction of 38 new racing stables and six storage bays for feed and tack.

The project is planned to be completed in two stages. Stage 1 being the construction of Block 1 to enable stabling of horses currently housed in the existing stables. Stage 2 the demolition of the existing stables and construction of Block 2.

The map attached shows the stable block to be removed. The new additional racing stables will be constructed on the site of the stable block being removed and the other block will be parallel to McPhie Street as shown on the attached map.

The stable block that is being demolished provides accommodation to race horses. These horses have not traditionally been required in recent years to find alternative accommodation arrangements during the Roma Show.

## Bassett Park – Total Stable/Accommodation Figures

| Description | Stable Numbers/Capacity |
|---|---|
| Barn | 26 stalls + 2 feed rooms (28) |
| "L" Shape newer stables | 16 stalls + 2 feed rooms (18) and a wash bay |
| Old Bull Stalls (to be demolished) | 19 + 6 feed rooms |
| Tie Up Stalls (new) | 40 |
| Tie Up Stalls (older) | 44 |
| Recreational Horses/Racehorses shared facilities (5 buildings marked in red on aerial map) | 43 stalls + 7 feed rooms (50)<br>At show time the feed rooms are locked up and not used.<br><br>Stuart/Cheryl Rodgers (racehorse trainer) have horses accommodated in this area and give up 4 of their stalls at show time. |
| Current Total (as at 4 September 2020) | 104 stables; 84 tie up stalls; 17 feed rooms<br>• 61 racehorse stables,<br>• 43 recreational/race horse stables,<br>• 84 tie up stalls,<br>• 10 racehorse feed rooms<br>• 7 recreational horse feed rooms.<br><br>Racehorse Trainers retain use of at least 61 stables and 10 racehorse feed rooms (racehorse section).<br><br>Roma Show Society would have access to a maximum of 134 stables/stalls if all racehorses are removed from recreational/racehorse combined stables and feed rooms. This is including tie-up stalls and using feed rooms for stabling. |
| Additional stables resulting from racing stables expansion project. | • Demolition of 19 stables + 6 feed rooms<br>• Construction of 38 stables + 6 feed rooms<br>• Increase of 19 stables. |

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

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

N/A

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

N/A

## Input into the Report & Recommendation*:*

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

Fiona Vincent – Regional Sport and Recreation
Madonna Mole - Facility Lease Management & Housing Officer/Team Coordinator

## Funding Bodies*:*

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

N/A

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

N/A

## Future Years' Budgets:

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

N/A

## Impact on Other Individuals or Interested Parties:

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

Roma Show Society
Racehorse trainers

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Negative feedback from the Roma Show Society, Roma Turf Club or Racehorse | Depending on the decision Council makes on this matter, Council may attract criticism or negative publicity from the Roma Show Society, Roma Turf Club or Racehorse trainers. |

| | |
|---|---|
| Trainers | |

## Advice to Council:

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

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

It is advised that Council should acknowledge receipt of the correspondence received from Mrs Alanah Ladbrook and the valid concerns that she has raised about the availability of horse accommodation during the Roma Show.

It is recommended that Council allow racehorses to remain accommodated in stables at Bassett Park during the duration of the Roma Show and continue to require recreational horses to vacate the stables. The racehorse industry in Roma has grown substantially in recent years and it is a business for many, not a hobby.

To support the Roma Show Society, it is recommended that Council continue with the restrictions for training horses on the race track during the week of the Roma Show due to the safety concerns it raises for horses, jockeys, show exhibitors, patrons and volunteers.

Other local show societies have been successful in obtaining external funding to improve the facilities at local showgrounds. The Roma Local Development Officer could support the Roma Show Society in applying for external funding to improve the availability of dedicated horse accommodation during the annual Roma Show.

Council Facilities staff and the Regional Sport and Recreation Coordinator, could work with the Roma Show Society to identify suitable alternative locations at Bassett Park for portable yards to be constructed to temporarily accommodate horses away from the Racehorse stabling area.

Closer to the event, if funding hasn't been successfully obtained, Council could consider in quarter budget review, supporting the Roma Show Society with the provision of additional portable panels for temporary yards (either through hire or purchase).

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

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

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

The Council:-

1. Acknowledge receipt of the correspondence.
2. Proceed with the planned expansion of racing stables at Bassett Park.
3. Confirm that racehorses are able to remain accommodated in stables at Bassett Park during the duration of the Roma Show.

4. Confirm that recreational horses must vacate stables at Bassett Park during the duration of the Roma Show.
5. Confirm that trainers are not able to train horses on the race track during the week of the Roma Show with training restricted from 9:00 am Sunday before the show until 5:00 pm Sunday after the show.
6. Support the Roma Show Society to apply for external funding to improve the availability of dedicated horse accommodation during the annual Roma Show.
7. Work with the Roma Show Society to identify suitable alternative locations at Bassett Park for portable yards to be constructed to temporarily accommodate horses away from the Racehorse stabling area.
8. Authorise the Chief Executive Officer (CEO), or delegate, to execute the user agreements with recreational horse owners in respect to use of stables at Bassett Park.

**Link to Operational Plan Function:**
Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.10 Facilities

**Supporting Documentation:**

| | | |
|---|---|---|
| *1*⇩ | Correspondence - Alanah Ladbrook | D20/83315 |
| *2*⇩ | Map - Stable area - Bassett Park | D20/83370 |

**Report authorised by:**
Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

**Monique Light**

**From:** Tanya Mansfield
**Sent:** Tuesday, 1 September 2020 11:16 AM
**To:** Monique Light
**Subject:** FW: Stables Bassett Park

**Tanya Mansfield**
Manager,
Facilities (Land, Buildings & Structures)

D: (07) 4624 6935 M: 0427 231 145 F: (07) 4624 6990

**From:** Alanah Ladbrook [mailto:ladbrooks@activ8.net.au]
**Sent:** Thursday, 20 August 2020 10:54 AM
**To:** Office of the CEO <ceo@maranoa.qld.gov.au>
**Subject:** Stables Bassett Park

Dear Ms Reitano,

After telephone conversations with your helpful staff ,I am re-directing my letter to yourself at their suggestion. Initially I wrote as a concerned competitor and former chief horse steward at the Roma Show; a position that I have held a number of times in my many years of being on the Show Committee, however since our AGM I am writing as chief horse steward and Vice President.. In 2015 I also contacted you with concerns about the stabling and camping situation at the Roma Show, again I see the horse committee faced with the same problems.
Below is the request for information applied for by myself.
" I would like to know what impact the new stables for the racehorses will have on the Roma Show? Each time a new set of stables is built, it means less for the show horse competitors. Previous agreements that all racehorses must leave Bassett Park for the show week have been overruled. I realise that with the number of horses stabled on Bassett Park, it has become impractical, however it has also heavily impacted on the number of quality horses that we can stable and inevitably that owners will bring to the show run. The yards that have been developed behind the rodeo yards have taken away the section of horses that would have been in panels along the McPhee Street fence. I am concerned that stables, yards and camping space will be lost.
The horse section over the past two shows has suffered due to drought and changes made to accommodate travellers. Horse exhibitors require camping as near as possible to their horses for – convenience, safety of horses(horses in unfamiliar places may get caste or develop colic) and security( random drug testing is possible with any EA horse and owners are responsible for any positive swab).
I do realise that the Turf Club has come up with the money, but I would like to see all sectors growing together." I will be strongly advocating that the Show Society apply for grants and make a more financial contribution to Bassett Park however we must all be agreed upon where we can best spend this money.

I am sure that there are alternatives which have not been considered, maybe even a return to the original agreement of 51 weeks a year rent by all stable users. Failure to follow this has led to the problems we now face. I did mention to the gentleman that contacted me, that with a little TLC and a reasonable cost, the old tie-up stables could be made more user friendly to the travelling horses. The changes would have no effect on the horses on race day and would provide more covered and acceptable stabling. While it is only a partial solution, it is one that may not have been explored. Speaking to some of the people who run horse events in the area, it is disappointing to find that the stabling, camping space and electricity availability are

the reasons that these committees choose not to run large equestrian events at Bassett Park. I find this quite sad. I know that many competitors coming from Taroom Show on the Tuesday make sure that they shop locally in the couple of free days they have. Some then travel onto Mitchell and Charleville and do the same. If we lose these competitors in Roma these small towns also miss out.

I have competed widely and have judged at shows from Atherton to Canberra. I am sorry to say that Roma is possibly one of the worst as far as stabling and camping facilities are concerned. I look forward to your reply and an opportunity to be involved in going forward, with our sports facility at Bassett Park.

Yours faithfully,
Alanah Ladbrook

Sent from my Samsung Galaxy smartphone.

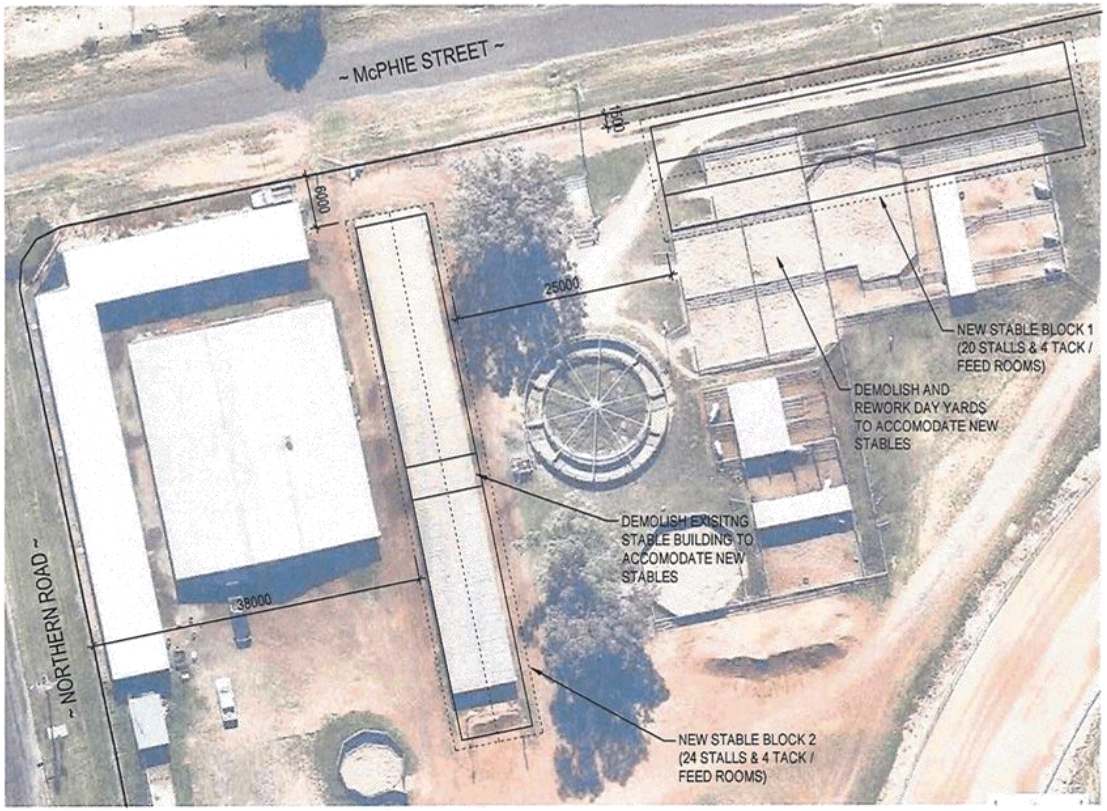
----------Safe Stamp----------
Your Anti-virus Service scanned this email. It is safe from known viruses.
For more information regarding this service, please contact your service provider.

Bassett Park, Roma




All Vacated for the Roma Show.

New Stables




1:500 SITE PLAN

## CONSTRUCTION NOTES

THE NEW DESIGNS MUST FOCUS ON BEING COST EFFECTIVE BY MINIMISNG ONGOING MAINTENANCE COSTS AND EXTENDING FACILITY LIFE. THE CURRENT STABLES SUFFER FROM EXTENSIVE MAINTENANCE ISSUES DUE TO THE HARSH ENVIRONMENT CREATED BY CLEANING WATER AND HORSE URINE.

THE SITE IS RELATIVELY FLAT BUT MAY REQUIRE SOME MINOR EARTHWORKS TO PREPARE THE SITE FOR THE NEW STABLES AND CONTROL STORM WATER RUNOFF.

ANY PROSPECTIVE CONTRACTOR SHALL INSPECT THE SITE TO SATISFY THEIR UNDERSTANDING OF ANY LATENT CONDITIONS ON SITE.

THE FLOOR SHALL BE REINFORCED CONCRETE SLAB ON GROUND WITH SUCH FOOTINGS AS REQUIRED TO PROVIDE SUPPORT TO THE WALL AND ROOF STRUCTURE. THE SLAB AND REINFORCEMENT SHALL BE PROTECTED AGAINST CORROSION, SUCH TREATMENTS INCLUDE BUT ARE NOT LIMITED TO: POLYMER FIBRE REINFORCEMENT, GLAVANISED REINFORCEMENT, STAINLESS STEEL REINFORCEMENT AND/OR PROTECTIVE SURFACE TREATMENTS. THE SLAB SURFACE SHALL BE GRADED TO ENSURE EFFECTIVE WASHING OUT OF STALLS AND TEXTURED TO PROVIDE GRIP FOR SAFE HORSE MOVEMENTS.

THE LOWER PORTION OF WALLS (INCLUDING ROOF SUPPORT COLUMNS) UP TO A NOMINAL HEIGHT OF 1500 SHALL BE PROTECTED AGAINST CORROSION AND SHALL BE FREE OF ANY STEPS, LIPS, PROTRUSIONS OR HOLES THAT COULD CAUSE INJURY TO HORSES THROUGH ENTANGLEMENT, FALLS, SLIPS , ABRASIONS OR IMPALEMENT. THE WALLS SHALL ALSO BE OF SUFFICIENT STRENGTH TO RESIST HORSE MOVEMENTS AND KICKING. THE CORROSION PROTECTION CAN BE PROVIDED THROUGH THE SAME METHOD AS THAT OF THE FLOOR OR VIA AN ALTERNATIVE. POSSIBLE LOWER WALL CONSTRUCTION METHODS INCLUDE BUT ARE NOT LIMITED TO: REINFORCED CONCRETE BLOCKWORK, REINFORCED CONCRETE TILT PANELS OR RUBBER/POLY MATTING (E.G. STABLEBOARD) OVER STEEL FRAMING. IF THE FRAMING FOR THE LOWER WALLS IS NOT INHERENTLY CORROSION RESISTANT THEN IT SHALL BE CONSTRUCTED TO BE INDEPENDENT AND/OR REMOVABLE FROM LOAD BEARING COLUMNS TO FACILITATE EASY REPLACEMENT.

THE UPPER PORTION OF WALLS SHALL BE CORROSION PROTECTED STEEL FRAMING WITH SUCH BARRIERS AS REQUIRED TO CONTAIN HORSES WITHIN A SINGLE STALL AND ALLOW ADEQUATE VENTILATION. THESE BARRIERS SHALL BE FREE OF ANY PROTRUSIONS OR HOLES THAT COULD CAUSE INJURY TO HORSES THROUGH ENTANGLEMENT, ABRASIONS OR IMPALEMENT. SUCH BARRIERS INCLUDE BUT ARE NOT LIMITED TO: GLAVANISED STEEL RAILS, GLAVANISED STEEL MESH OR PERFORATED METAL SHEETING.

THE ROOF SHALL BE BE GLAVANISED LIGHT STEEL FRAMING WITH SHEET METAL ROOFING OR ALTERNATIVELY INSULATED ROOF PANEL. PREFERABLY IT SHOULD BE SUPPORTED ON COLUMNS BEARING ON THE LOWER WALL PORTIONS AND NOT BE SUPPORTED ON COLUMNS BEARING ON THE FLOOR SLAB TO PROTECT AGAINST CORROSION.

INDIVIDUAL STALLS TO BE A NOMINAL 4000 LONG BY 4000 WIDE. THREE SIDES ARE TO BE ENCLOSED BY WALLS WITH THE FOURTH SIDE INCORPORATING A 1200 WIDE ACCESS GATE.

ADDITIONAL WALL CLADDING MAY BE REQUIRED AROUND TACK/FEED ROOMS AND CORRIDORS. THE CONTRACTOR SHALL ALLOW FOR ANY MISCELLANEOUS ITEMS INCLUDING BUT NOT LIMITED TO: STALL GATES, LATCHES, PERSONNEL DOORS, GUTTERS, FLASHING, DOWNPIPES, WINDOWS AND VENTS. MISCELLANEOUS FENCING AND BARRIERS SHALL BE PROVIDED TO LINK THE NEW STABLES WITH THE WIDER FACILITY.

ELECTRICAL SERVICES MAY INCLUDE BUT NOT BE LIMITED TO: LIGHTS, FANS AND POWER OUTLETS.

PLUMBING SERVICES MAY INCLUDE BUT NOT BE LIMITED TO: HOSE COCKS, HANDBASINS AND WATER TROUGHS.

| REV | DATE | DESCRIPTION |
|---|---|---|
| T1 | 25/06/20 | ISSUE FOR TENDER |
| P2 | 23/06/20 | 2ND CLIENT REVIEW |
| P1 | 18/06/20 | 1ST CLIENT REVIEW |

STANFORD STRUCTURAL
Peter Stanford
JP(Qual) BE(Hons) MIEAust CPEng NER RPEQ
PO Box 1387, Roma Qld 4455
0437 716 437 | peter@stanford.engineer

PROJECT: MARANOA REGIONAL COUNCIL NEW HORSE STABLES BASSETT PARK, ROMA

DESIGNED: PWS
DRAWN: PWS
REVIEWED: PWS
APPROVED: PWS
SHEET: 01 OF 03

TITLE: SITE PLAN & NOTES
DRAWING STATUS: FOR TENDER
SCALE ( AT A3): AS SHOWN
DRAWING NUMBER: 2020-0046-MRC-15-01
REV: T1

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 18 September 2020

**Item Number:** 13.15 **File Number:** D20/89674

**SUBJECT HEADING:** Available Industrial Land - Mitchell

**Classification:** Open Access

**Officer's Title:** Administration Officer - Land Administration

**Executive Summary:**
Council has requested information be provided on industrial land located in Mitchell that may be surplus to Council's requirements.

**Officer's Recommendation:**
That Council offer for sale by tender vacant industrial land located in Sophia Street, Mitchell and described as Lot 28 on M15119, Lot 29 on M15119, Lot 32 on M15119 and Lot 35 on M15119.

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Nil

### Acronyms:

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

| Acronym | Description |
|---|---|
| Nil | Nil |

### Context:

***Why is the matter coming before Council?***

Council has requested information on industrial land located in Mitchell that is surplus to Council requirements and that may be suitable to offer for sale.

Council is asked to consider this report.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

Council has vacant industrial land located on the western outskirts of Mitchell. Council last offered this land for sale by tender in 2014. The land is described as Lots 27-35 and Lots 43-53 on M15119 located in Mitchell. This land was developed by Booringa Shire Council for the purpose of making industrial land available within the town of Mitchell.

At the Council Meeting held 10 December 2014, Council resolved to not proceed with the sale of Lot 27 on M15119, Lot 30 on M15119, Lot 31 on M15119 and Lot 34 on M15119 due to access issues off Grace Street Mitchell.

Lot 27 on M15119, Lot 30 on M15119, Lot 31 on M15119 and Lot 34 on M15119 front Grace Street, Mitchell. While Grace Street is a gazetted road, no formed road or even dirt track exists. It was considered, that if Council sold these lots it may be expected that Council provides road access to the lots.

Lots 28, 29, 32, and 35 have not been sold and are still available for disposal. As the land has not been offered for tender since 2014, Council would be required by the Local Government Regulation 2012 to offer the land for sale via tender or auction.

Booringa Shire Council also developed industrial land on the southern side of Mitchell being the Mitchell Industrial Estate. Council does not have any vacant land within the Industrial Estate.

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

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

### *Local Government Regulation 2012 – Reg 227*

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

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

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

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil

## Input into the Report & Recommendation*:*

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

Manager – Facilities (Land, Buildings & Structures)

## Funding Bodies*:*

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

### *Expenditure*

Should the properties be sold by tender or auction, potential tender/auction costs including staff administration time, valuation costs and advertising.

Should the properties remain with Council, ongoing fees, charges and upkeep costs.

### *Revenue*

Should the properties be sold by tender or auction, potential financial income from the sale.

## Future Years' Budgets:

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

Nil

## Impact on Other Individuals or Interested Parties:

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

Nil

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Access to property | Offering for sale property on an unformed gazetted road may lead to the expectation that Council will provide road access to the parcel of land. |

## Advice to Council:

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

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

The properties are Council owned freehold land. Council can dispose of the land through either tender or auction.

If Council opts to sell the properties by tender, tender documents will be drafted and the properties advertised for sale. Council need not accept all or any tender received.

Should Council resolve to dispose of the vacant industrial land, it is recommended –

- Lots 28, 29, 32 and 35 only be offered for sale.
- Lots 27, 30, 31 and 34 not be offered due to access issues off Grace Street, Mitchell.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

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

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

That Council offer for sale by tender vacant industrial land located in Sophia Street, Mitchell and described as Lot 28 on M15119, Lot 29 on M15119, Lot 32 on M15119 and Lot 35 on M15119.

## Link to Corporate Plan:

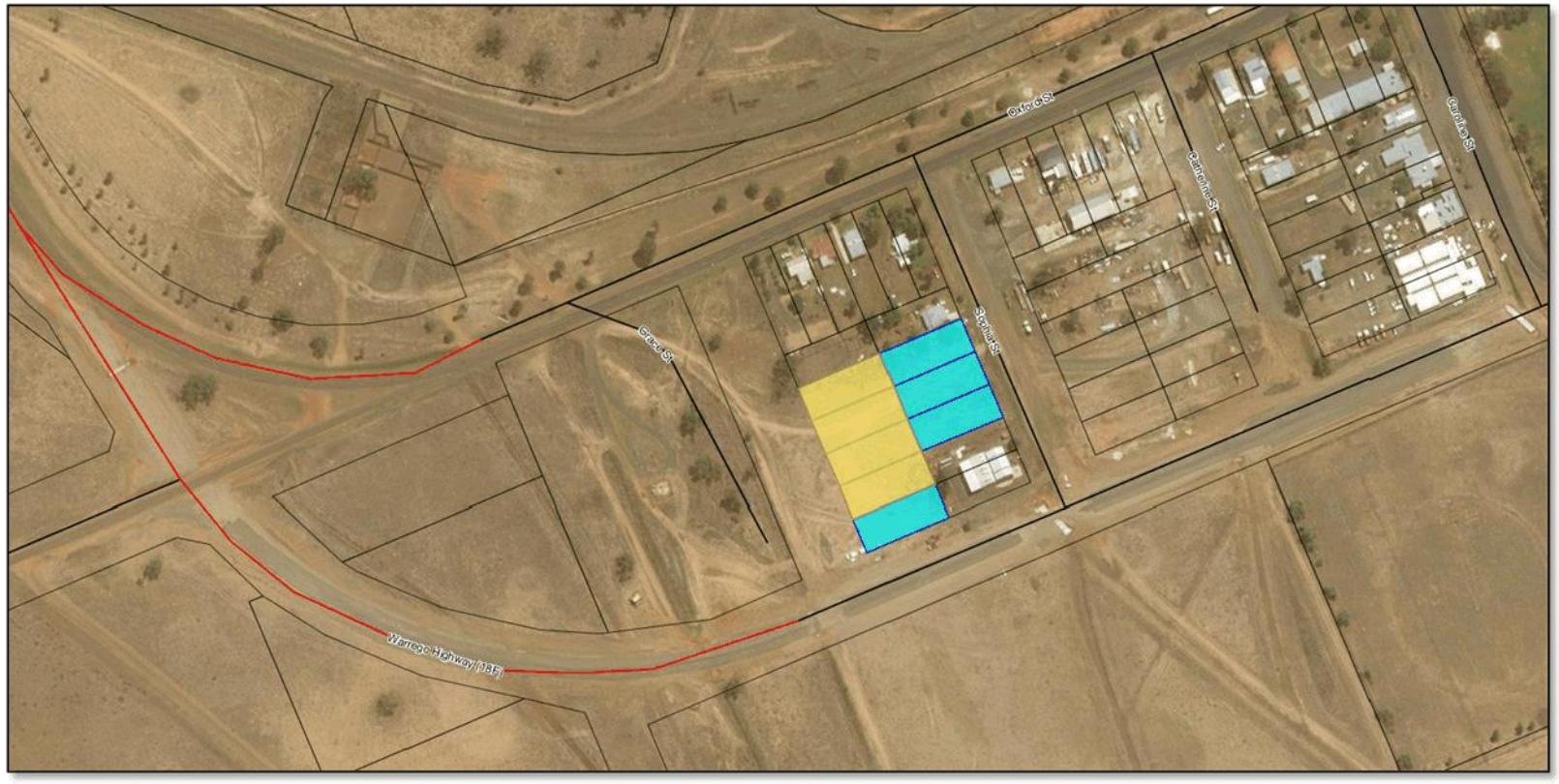
Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.10 Facilities

## Supporting Documentation:

| | | |
|---|---|---|
| *1*⇩ | Indicative Location Map - Lots 27, 28, 29, 30, 31, 32, 34, 35 on M15119 | D20/89762 |

## Report authorised by:

Manager - Facilities (Land, Buildings & Structures)
Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer




Lots 28, 29, 32 & 35 on M15119

Lots 27, 30, 31 & 34 on M15119.

## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 1 July 2020

**Item Number:** 13.16 **File Number:** D20/63877

**SUBJECT HEADING:** Bungil Street Ovals User Agreement - Roma & District Little Athletics

**Classification:** Open Access

Madonna Mole

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**Executive Summary:**
Roma & District Little Athletics group have advised Council that they wish to renew their User Agreement for the use of the Bungil Street Ovals. The current user agreement expires on the 21 November 2020.

**Officer's Recommendation:**
That Council:-

1. Enter into an agreement with Roma & District Little Athletics for a five (5) year term for the use of the Bungil Street Ovals, expiring on the 21 November 2025.

2. Authorise the Chief Executive Officer (CEO), or delegate, to execute the agreement and any other associated documentation.

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### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Roma & District Little Athletics

### Acronyms:

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

| Acronym | Description |
|---|---|
| Nil | Nil |

### Context:

***Why is the matter coming before Council?***

Roma & District Little Athletics group have advised Council that they wish to renew their User Agreement for the use of the Bungil Street Ovals.

### Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

Roma & District Little Athletics entered into a user agreement with Council on the 22 November 2017 for the use the Bungil Street Oval to hold the group's activities. This user agreement is due to expire on the 21 November 2020.

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

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

Nil

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil

## Input into the Report & Recommendation*:*

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

Manager - Facilities (Land, Buildings and Structures)
Sport and Recreation Regional Development Coordinator
Roma & District Little Athletics Group

## Funding Bodies*:*

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Nil – no hire fee charged for the use of this area.

## Future Years' Budgets:

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

Nil – no hire fee charged for the use of this area.

## Impact on Other Individuals or Interested Parties:

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

Nil

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Nil | Nil |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council enter into a user agreement with the Roma & District Little Athletics for the use of the Bungil Street Oval area.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council:-

1. Enter into an agreement with Roma & District Little Athletics for a five (5) year term for the use of the Bungil Street Ovals, expiring on the 21 November 2025.

2. Authorise the Chief Executive Officer (CEO), or delegate, to execute the agreement and any other associated documentation

## Link to Operational Plan Function:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.10 Facilities

## Supporting Documentation:

*1*⇩ Bungil Street Oval User Agreement - Roma and District Little Athletics Centre Inc. EXECUTED 30/7/18 D17/93537

## Report authorised by:

Manager - Facilities (Land, Buildings & Structures)
Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

maranoa
REGIONAL COUNCIL

# Roma and District Little Athletics Centre Incorporated

ABN 51 604 009 102

## Bungil Street Ovals

## USER AGREEMENT

# FACILITIES 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 access 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 Facilitates with the consent (express or implied) of, a party.

**Council** means the owner over 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 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 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 anything 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 Certificate 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 Agreement |
| | | Phone: | 07 46240815 |
| | | Email: | council@maranoa.qld.gov.au |
| | | Address: | P O Box 42 Mitchell Qld 4465 |
| Item 2 | **User** | **Roma and District Little Athletics Centre Incorporated ABN 51 604 099 102** | |
| | | Responsible Person | The President |
| | | Phone: | 0401222739 |
| | | Email: | mdshields81@hotmail.com |
| | | Address: | PO Box 1022 Roma Qld 4455 |
| Item 3 | **Venue** | 91R8614 - Bungil Street Ovals (Little Athletics Field) | |
| Item 4 | **Facilities** | Running track, shot put/javelin/discus circles, long jump/ triple jump pits, high jump, amenities, canteen/storage area and parking | |
| Item 5 | **Permitted Use** | Weekend Sporting Events;<br>Every Saturday Term 4 (Oct- Dec) – Term 1 (Feb – March)<br>Training – Tuesday and Thursday afternoon (when required) | |
| Item 6 | **Licence Type** | ~~Exclusive~~ / Non-exclusive | |
| Item 7 | **Term** | 3 (three) years – commencing 22 November 2017 and expiring 21 November 2020 | |
| Item 8 | **Access Times** | Duration of sporting events – including preparation and clean up | |
| Item 9 | **Hire Fee** | Council's 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** | • Council shall be responsible for water at the premises.<br>• This utility is a major cost item for Council and the usage is to be monitored carefully. | |
| Item 15 | **Hirer Responsibilities** | • Insurances - property and public liability<br>• Proof of pest control and RDC (Residual Circuit Device) checks<br>• Electricity Account<br>• Organising rubbish bins if required<br>• No parking on sporting fields during weekend events | |

| | |
|---|---|
| | • Cleaning of amenities and removal of rubbish during the event and area after completion of event<br>• Marking of the fields prior to sporting weekends commencing<br>• Supply of toilet paper/ hand towel/ soap for amenities during the event<br>• Provide sporting equipment during scheduled events<br>• Calendar supplied to Council at beginning of sporting season<br>• Copy of certificate of currency to be provided to annually<br>• Notify Council of executive changes after AGM |
| Item 16 **Council Responsibilities** | • Insurances - property and public liability<br>• Mowing grassed areas on a scheduled roster<br>• Rates, water, sewerage |

## Execution

**Executed** as an agreement.

**COUNCIL**

**SIGNED** for **MARANOA REGIONAL COUNCIL** by its duly authorised officer, in the presence of:

Signature of witness

ERIN TOMPKINS
Name of witness (BLOCK LETTERS)

Signature of officer

ROBERT HAYWARD A/CEO
JULIE REITANO
Name of officer (BLOCK LETTERS)

CHIEF EXECUTIVE OFFICER
Office held (BLOCK LETTERS)

30/7/18
Date signed

**HIRER**

**SIGNED** for **Roma and District Little Athletics Centre Incorporated ABN 51 604 099 102** by its duly authorised officer, in the presence of:

C Shields
Signature of witness

Cassie Shields
Name of witness (BLOCK LETTERS)

Signature of officer

Mark Shields
Name of officer (BLOCK LETTERS)

President
Office held (BLOCK LETTERS)

28. 6. 18
Date signed

| Proposed Responsibilities | Council | Roma Little Athletics |
|---|---|---|
| Rates, water, sewerage | • | |
| Mowing grassed areas on a scheduled roster | • | |
| Insurances - property and public liability | • | • |
| Proof of pest control and RDC (Residual Circuit Device) checks | | • |
| Electricity Account | | • |
| Organising rubbish bins if required | | • |
| No parking on sporting fields during weekend events | | • |
| Cleaning of amenities and removal of rubbish during the event and area after completion of event | | • |
| Marking of the fields prior to sporting weekends commencing | | • |
| Supply of toilet paper/ hand towel/ soap for amenities during the event | | • |
| Provide sporting equipment during scheduled events | | • |
| Calendar supplied to Council at beginning of sporting season | | • |
| Notify Council of executive changes after AGM | | • |
| Copy of certificate of currency to be provided to annually | | • |

## PLANNING & BUILDING DEVELOPMENT REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 1 October 2020

**Item Number:** 13.17 **File Number:** D20/93770

**SUBJECT HEADING:** Maranoa Online Mapping Service

**Classification:** Open Access

**Officer's Title:** Manager - Planning & Building Development

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**Executive Summary:**
Through Council's successful application to Round 2 of the State Government's Innovation and Improvement Fund it has been possible to develop Council's online services and resources, and create an interactive mapping tool for the community.

As this project is nearing completion, Council is asked to endorse the launch of the new mapping tool and release Council's mapping data to the community on the Maranoa Regional Council website.

**Officer's Recommendation:**
That Council:

1. Acknowledge the State Government's contribution to the project through Round 2 of the Innovation and Improvement Fund;

2. Authorise the public release of the datasets identified in Attachment 1 to this report; and

3. Launch the Online Mapping Service to the public via the Maranoa Regional Council website on 2 November 2020, subject to State approval of Council's media statement relating to the project.

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### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

The online mapping service has been developed for the benefit of the broader community.

### Acronyms:

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

| Acronym | Description |
|---|---|
| IIF | Innovation and Improvement Fund |

## Context:

***Why is the matter coming before Council?***

- To inform Council of the project status and present the mapping tool that has been developed as a result;
- To seek Council's endorsement to launch the new mapping tool on Council's website and freely release Council's spatial data to the public; and
- To provide Council with the information necessary to respond to potential user enquiries following public launch of the service.

## Background:

***Has anything already happened in relation to this matter?***

(Succinct overview of the relevant facts, without interpretation)

On 31 October 2019 Council was successful in securing $140,800 to develop a web-based platform to host mapping data for the Maranoa Regional Council area. The funding was received through Round 2 of the State Government's Innovation and Improvement Fund (IIF). The fund was established to provide local governments with opportunities to explore and deliver planning innovation and improvement projects that will contribute to creating a better planning system for all Queenslanders.

The project has involved a comprehensive review of Council's existing mapping data and the creation of several new datasets to improve the quality and extent of mapping information available. Subsequent to this, an online mapping tool has been developed for use internally within Council, and for use by the public via Council's website.

The initial development of the tool has resulted in the creation of four maps with different themes that are tailored to different user needs, including:

| Map Theme | Data included |
|---|---|
| **Maranoa Planning Scheme** | *Zoning, overlays, property information etc.* |
| **Infrastructure** | *Infrastructure and services locations and information*<br>*(e.g. water and sewerage mains, gas infrastructure, road classifications, footpaths etc.)* |
| **Community Services** | *Visitor information centres, sport and recreation areas, Council and other government services, health care facilities, tourist locations, waste and transport services etc.* |

| | |
|---|---|
| **Flood Hazard** | *Adopted flood hazard mapping, contours, flood mitigation infrastructure etc.* |




***Figure 1*** *– Landing page for Interactive Mapping tool.*

The service has been developed with capacity to expand on the map themes and provide additional information and reporting tools as they become available. (A number of additional map projects are currently in development and proposed to be added to the service following the initial launch.)

The tool is integrated with, and complementary to Council's existing development services online, including the Maranoa Planning Scheme, Development Application Tracker and Maranoa Property Report.

In addition to providing access to Council mapping, the tool incorporates a large number of State mapping layers and site-specific links to other government services, including Title searches and the State's Smart Maps.

The tool is fully interactive, including both search and map printing functionalities. Ultimately, it will provide members of the public with a convenient way to obtain mapping and information relevant to the Maranoa local government area, at no charge.

The development of automation processes and tools to ensure the data and platform remains sustainable beyond initial deployment and within the capabilities of the Council staff has also been a major component of the project.

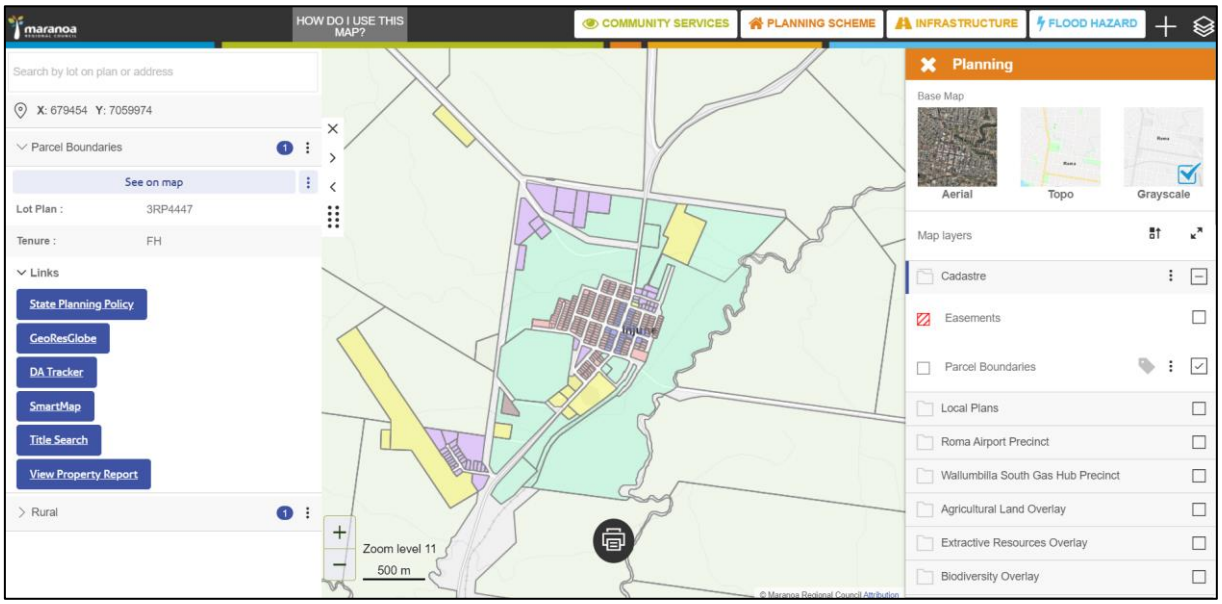



***Figure 2*** *– Example of public map interface*

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

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

Council is bound by information privacy laws which prevent the release of particular, sensitive information to the public. To ensure compliance, the Mapping Tool has been developed with separate internal and public interfaces.

To prevent the unwanted release of sensitive information (e.g. landowner details) or a privacy breach, certain information has been removed from the data incorporated in the public map interface. Attachment 1 in the Supporting Documents identifies the information proposed to be incorporated in the map themes for public release.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

The project is consistent with the desired outcomes of Council's Corporate Plan.

## Input into the Report & Recommendation*:*

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

Input and consultation has occurred throughout the course of the project, and in forming this report.

Internal

- Planning & Building Development
- ICT
- Economic and Community Development
- Infrastructure Services
- Specialist – Asset Management

- Communication, Information & Administration Services

- Lead Corporate Communications & Design Officer
- Director Development, Facilities and Environmental Services
- Director Corporate and Community Services
- Chief Executive Officer

External

- Qld Treasury – Planning Group (Funding body)

- King & Company (Disclaimers for data use)

- GHD (Flood data)

- BMT (Flood data)

- Precisely (Maranoa Property Report - update and integration)

- InsightGIS (Mapping Platform)

- DNRME (Flood and other data sets)

- QSpatial (File Transfer Protocol - access for direct data downloads)

- Nearmap (Imagery for public use)

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

The project has been externally funded through the State Government Innovation and Improvement Fund, and developed in accordance with the Project Management Plan approved by State Department of Queensland Treasury.

The approved funding agreement requires Council to acknowledge the financial assistance provided by the State Government (whether during the term of the agreement or after its expiry) in any public statement or media release made by Council about the project.

**This Financial Year's Budget:**

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

The project has been externally funded by the State Government through the IIF during the 2019/20 and 2020/2021 financial year.

## Future Years' Budgets:

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

Nil - All actions associated with the delivery of the project will be completed during the current financial year.

The mapping tool will rely on Council's existing GIS software, Spectrum Spatial Analyst. The ongoing maintenance of the tool will be captured under Council's existing services agreement for this software.

## Impact on Other Individuals or Interested Parties:

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

The launch of the Online Mapping Tool will result in an additional service being provided to the community, free of charge on Council's website.

The project has been pursued in the benefit of the broader community, however it is likely to be of particular interest to land owners, potential purchasers, and building and development proponents.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Negative feedback from users | There is potential for criticism from users, such as data accuracy or availability, and this may occur due to misunderstanding of the mapping content.<br><br>The tool has been developed to facilitate data updates and amendments if required. Should negative feedback be received, Council could consider alternative ways to communicate the data and/or ways to educate the community in its use. |
| Misuse of data | The tool includes disclaimers regarding the use of the information provided, which have been reviewed by |

| | |
|---|---|
| | Council's legal advisors. (Attachment 2 provides an example of the disclaimer used in the print layout.)<br><br>Acknowledgement of the source of external data and map attributes has also been included. |

## Advice to Council:

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

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

It is recommended that Council endorse the launch of the Online Mapping Tool on Council's website as it will ultimately provide for greater access to information, expand the resources freely available to the public, and increase transparency through information sharing.

Council should also endorse the public release of the mapping content identified in Attachment 1, and acknowledge the State Government's contribution to the project in accordance with the funding agreement.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

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

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

That Council:

1. Acknowledge the State Government's contribution to the project through Round 2 of the Innovation and Improvement Fund;

2. Authorise the public release of the datasets identified in Attachment 1 to this report; and

3. Launch the Online Mapping Service to the public via the Maranoa Regional Council website on 2 November 2020, subject to State approval for Council's media statement regarding the project.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region

4.2 Economic development

**Supporting Documentation:**

| | | |
|---|---|---|
| *1*⇩ | Datasets proposed for public release | D20/94942 |
| *2*⇩ | Example of Print layout & Disclaimer | D20/95940 |

**Report authorised by:**
Deputy Chief Executive Officer/Acting Director Infrastructure Services

| **MAP THEME: Planning Scheme** | |
|---|---|
| **Map Data (Layer)** | **Description** |
| Local Plans | The Local plans show design concepts and action plans to guide the strategic development and enhancement of each town, to improve the liveability and amenity of communities within the Maranoa. The Local Plans are adopted in the *Maranoa Planning Scheme 2017.* |
| Cadastre | State Government data. Digital cadastral data contains the property boundaries and related property description of all land parcels in Queensland. It is stored in the Digital Cadastral Database (DCDB) and provides the base for searching, planning and analysing land-related information. It is mostly used by local governments for these purposes. |
| Roma Airport Precinct | This local plan is conceptual in nature, showing existing development and expansion areas to accommodate future airport related industries and infrastructure. The Roma Airport Precinct is adopted in the *Maranoa Planning Scheme 2017* |
| Wallumbilla South Gas Hub Overlay | The Wallumbilla South Gas Hub is a Local Plan adopted in the *Maranoa Planning Scheme 2017.* It recognises the significance of this location in the resources sector and has been established to protect existing and future infrastructure in this location. |
| Agricultural Land Overlay | State Government data relevant to planning development assessment. |
| Extractive Resources Overlay | State Government data relevant to planning development assessment. |
| Biodiversity Overlay | State Government data relevant to planning development assessment. |
| Cultural Heritage Overlay | State Government data relevant to planning development assessment. |
| Flood Hazard Overlay | Council's Flood Hazard Overlay relevant to planning development assessment. This overlay is adopted in the *Maranoa Planning Scheme 2017.* |
| Bushfire Hazard Overlay | State Government data relevant to planning development assessment. |
| Infrastructure Overlay | State Government data relevant to planning development assessment. |
| Infrastructure Overlay (Electricity) | State Government data relevant to planning development assessment. |
| Transport Noise Corridor Overlay | State Government data relevant to planning development assessment. |
| Airport Environs Overlay | Obstacle Limitation Surfaces, Wildlife Hazard Buffer Areas and Lighting Restriction Zones relevant to the regions airports. These overlays are adopted in the *Maranoa Planning Scheme 2017.* |
| Street Numbering | Council's urban street and rural road addressing |
| LGIP Base | Identifying Council's service area for trunk infrastructure as adopted in the *Maranoa Planning Scheme 2017* |
| LGIP Water | Showing the location of existing trunk infrastructure and infrastructure needed to support our growing population – as adopted in the *Maranoa Planning Scheme 2017* |
| LGIP Sewer | Showing the location of existing trunk infrastructure and infrastructure needed to support our growing population – as adopted in the *Maranoa Planning Scheme 2017* |
| LGIP Stormwater | Showing the location of existing trunk infrastructure and infrastructure needed to support our growing population – as adopted in the *Maranoa Planning Scheme 2017* |

| | |
|---|---|
| LGIP Transport | Showing the location of existing trunk infrastructure and infrastructure needed to support our growing population – as adopted in the *Maranoa Planning Scheme 2017* |
| LGIP Parks and Community | Showing the location of existing trunk infrastructure and infrastructure needed to support our growing population – as adopted in the *Maranoa Planning Scheme 2017* |
| Road Network | Road network within the Maranoa Region, including State-controlled roads and local roads that Council is responsible for. |
| Contours | 25 centimetre contour datasets generated from LiDAR. This digital elevation data serves useful in Land Administration, Emergency Management, Monitoring of Climate Change, Hydrological Modelling, Topographic Mapping and in the production of Navigational and Web Based Mapping applications. |
| Localities | The locality boundaries dataset is the spatial representation of bounded localities (includes suburbs) of Queensland. These are the official locality names and boundaries used for addressing. |
| Zones | Zone categories as adopted in the *Maranoa Planning Scheme 2017.* |
| Roma Strategic Plan | The Strategic Plan identifies areas of Roma most suitable for future growth during the life of the *Maranoa Planning Scheme 2017.* |
| Aerial - Historic (Nearmap) | Aerial base maps that Council has purchased. Nearmap captures aerial images frequently, generally once per year in urban centres, at a resolution of 5.8 cm - 7.5 cm per pixel or better. |

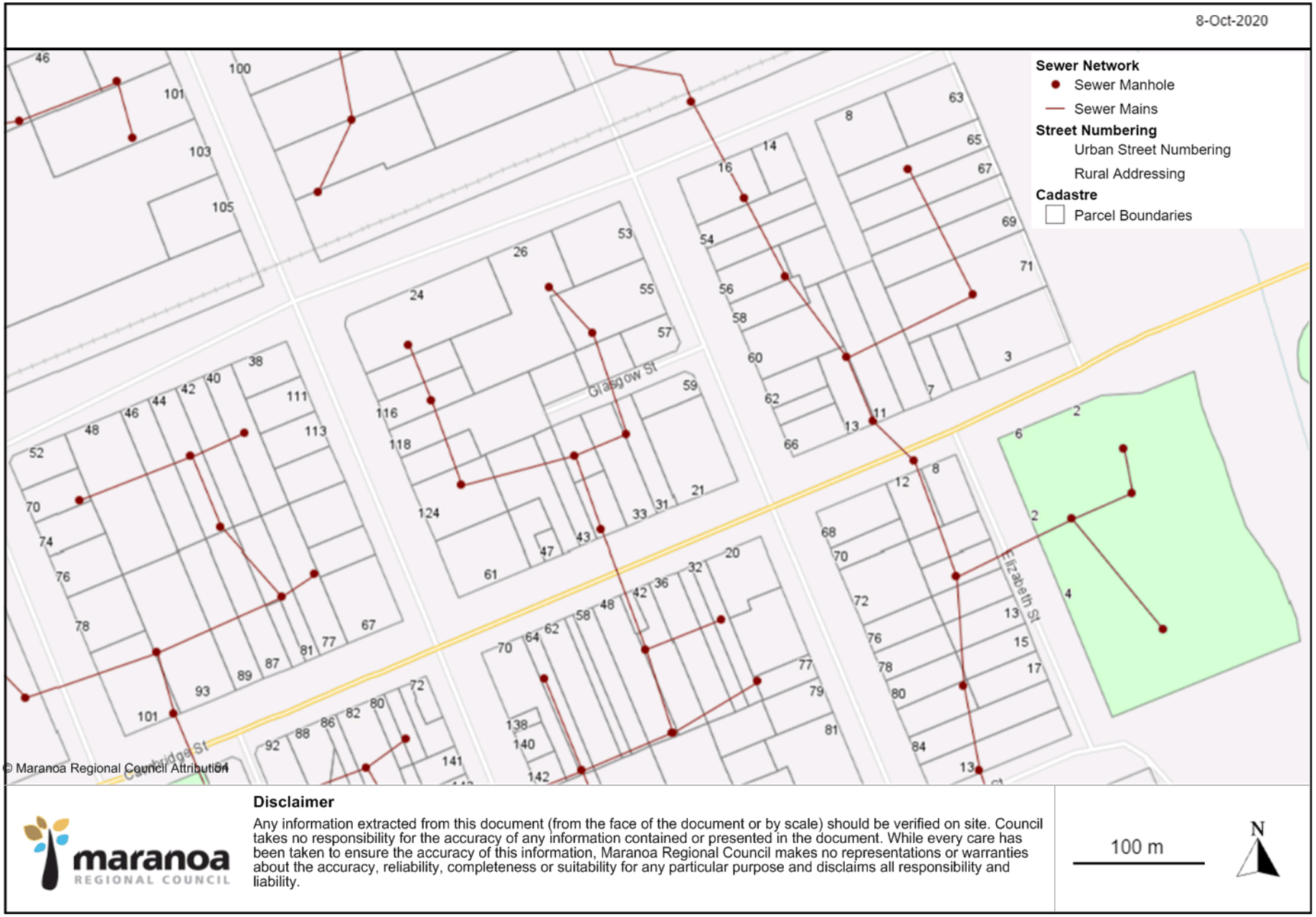
| **MAP THEME: Infrastructure** | |
|---|---|
| **Map Data (Layer)** | **Description** |
| Water Network | Council's water network. |
| Sewer Network | Council's sewer network. |
| Gas Network | Council's gas network. |
| Stormwater Network | Council's stormwater network. |
| Electricity | State Government data identifying the location of major electrical infrastructure including high voltage powerlines and substations. |
| ICT Network | Council's fibre network. |
| Footpaths, Kerb and Channel | Council's footpaths, kerb and channel network. |
| Street Numbering | Council's urban street and rural road addressing |
| Road Network | Road network within the Maranoa Region, including State-controlled roads and local roads that Council is responsible for. |
| Contours | 25 centimetre contour datasets generated from LiDAR. This digital elevation data serves useful in Land Administration, Emergency Management, Monitoring of Climate Change, Hydrological Modelling, Topographic Mapping and in the production of Navigational and Web Based Mapping applications. |
| Cadastre | State Government data. Digital cadastral data contains the property boundaries and related property description of all land parcels in Queensland. It is stored in the Digital Cadastral Database (DCDB) and provides the base for searching, planning and analysing land-related information. It is mostly used by local governments for these purposes. |
| Localities | The locality boundaries dataset is the spatial representation of bounded localities (includes suburbs) of Queensland. These are the official locality names and boundaries used for addressing. |

| **MAP THEME: Flood Hazard** | |
|---|---|
| **Map Data (Layer)** | **Description** |
| Street Numbering | Council's urban street and rural road addressing. |
| Road Network | Road network within the Maranoa Region, including State-controlled roads and local roads that Council is responsible for. |
| Cadastre | State Government data. Digital cadastral data contains the property boundaries and related property description of all land parcels in Queensland. It is stored in the Digital Cadastral Database (DCDB) and provides the base for searching, planning and analysing land-related information. It is mostly used by local governments for these purposes. |
| Roma Elevation | Ground elevation levels |
| Mitigation Infrastructure | Local flood mitigation infrastructure |
| Adopted Flood Hazard Overlay | Council's adopted Flood Hazard Overlay for the Maranoa region as adopted in the *Maranoa Planning Scheme 2017*. |

| **MAP THEME: Community Services** | |
|---|---|
| **Map Data (Layer)** | **Description** |
| Cadastre | State Government data. Digital cadastral data contains the property boundaries and related property description of all land parcels in Queensland. It is stored in the Digital Cadastral Database (DCDB) and provides the base for searching, planning and analysing land-related information. It is mostly used by local governments for these purposes. |
| Localities | The locality boundaries dataset is the spatial representation of bounded localities (includes suburbs) of Queensland. These are the official locality names and boundaries used for addressing. |
| Community | Location of community facilities in the Maranoa Region. |
| Council Services | Location of Council facilities in the Maranoa Region. |
| Government Services | Location of government services in the Maranoa Region. |
| Healthcare | Location of healthcare services in the Maranoa Region. |
| Recreation | Location of recreation facilities in the Maranoa Region. |
| Tourism | Location of visitor centres and point of interests in the Maranoa Region. |
| Transport | Location of transport services in the Maranoa Region. |
| Road Network | Road network within the Maranoa Region, including State-controlled roads and local roads that Council is responsible for. |
| Street Numbering | Council's urban street and rural road addressing. |
| Waste Services | Rubbish pickup area and days in the Maranoa Region. |

| **Base maps** | |
|---|---|
| **Map Data (Layer)** | **Description** |
| Aerial | Latest Aerial base maps that Council has purchased (26 April to 29 May 2020). Nearmap captures aerial images frequently, generally once per year in urban centres, at a resolution of 5.8 cm - 7.5 cm per pixel or better. |
| Topo | Topographic maps are detailed representations of natural and man-made features that appear on the Earth's surface. This topographic map is similar to what you see on Google, Bing or Apple maps, however it has been custom created using |

| | |
|---|---|
| | Maranoa Council data. |
| Greyscale | This greyscale version of the Council Topo map was created to make it easier to identify particular features and assets against the base map. |


8-Oct-2020
Sewer Network
Sewer Manhole
Sewer Mains
Street Numbering
Urban Street Numbering
Rural Addressing
Cadastre
Parcel Boundaries
Glasgow St
Elizabeth St
© Maranoa Regional Council Attribution
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REGIONAL COUNCIL
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## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 17 September 2020

**Item Number:** 13.18 **File Number:** D20/89258

**SUBJECT HEADING:** Request for use of land for a proposed exhibition / competition 'Sculptures Out Back'

**Classification:** Open Access

**Officer's Title:** Specialist - Arts & Culture

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**Executive Summary:**
Council has received a proposal from Ian Galloway from the Roma on Balonne Gallery, to create an annual outdoor exhibition of sculptures adjacent the Warrego Highway from Explorers Inn to the Big Rig Visitor Information Centre. The proposed exhibition will be held between May to September 2021. This exhibition will be promoted as "Sculptures Out Back".

**Officer's Recommendation:**

That Council approve of access to Lot 210 on WV1624 - R423 - Reserve for Park, to the Roma on Bungil Art Gallery for the purposes of an art exhibition, entitled "Sculptures Out Back" from the months of May through to September annually on the following conditions:

1. conditionally that all Main Roads approvals are obtained and
2. 2021 will be a pilot project and any subsequent exhibitions on the site will be subject to Council approval.

---

**Individuals or Organisations to which the report applies:**
***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Roma on Bungil Gallery Committee
Sculptures Out Back Committee

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

| Acronym | Description |
|---|---|
| Nil | |

**Context:**

***Why is the matter coming before Council?***

Mr Ian Galloway is requesting use of the crown land running from the Big Rig Visitor Information Centre to Explorers Inn on the Warrego Highway Roma - **Lot 210 on WV1624 - R423 - Reserve for Park** to create an outdoor exhibition of Sculptures. "Sculptures Out Back" is proposed to be held annually from May to September.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

### *Proposed Project Summary:*

***Sculptures Out Back*** is a free outdoor sculpture exhibition that is proposed to run annually from May to September. It is proposed that the sculptures be positioned on the crown land adjacent to the Warrego Highway Roma, from the Big Rig Visitor Information Centre through to Explorers Inn. Sculptures Out Back will be a striking feature on the eastern entrance to town. It will attract visitor to town & provide additional tourism product for the region, thus encouraging visitors to stay longer.

It is proposed that the sculptures can be of any medium and will have some form of lighting to make them a visual nighttime feature. (See https://sculpturebythesea.com/ for an example of a similar concept) A prize will be awarded & that sculpture will be retained by the Roma on Bungil Art Gallery Committee.

Large sculpture must be able to be secured to a cement plinth 1m x 1m x 1m. These plinths will be located along the suggested area, not close to the Main Road. It is also proposed that the plinths would be a permanent fixture on this location. This will be a guideline for entry.

"Sculptures Out Back" will become a major event on the Regional Events Calendar. The majority of the marketing will be conducted through social media channels such as Facebook and Instagram. A small DL brochure will be produced to distribute through the artist world and Visitor Information Centres.

The below concerns have been discussed with relevant Council Officers prior to this report going to Council for permission for use of this land are as follows:

- Location of this style of event (crown land running from the Big Rig to Explorers Inn on the Warrego Highway Roma - **Lot 210 on WV1624 - R423 - Reserve for Park**)
- Land access
- Parking
    - Suggested that a designated parking space be allocated
- Third party Insurance for this event
    - Installation of artwork in parks is consistent with the general operations of a Council, therefore the event would be covered by Council's liability insurance.

    - However, as with any liability claim, Council should do our best to manage the risks associated. (e.g. lights to not distract drivers, and walking path safe/level, etc.)
- Mowing around the plinths
    - Konrad Crawford is supportive of this project and has no foreseeable concerns at this point.
- Security
    - Security patrols would be conducted through the sculptures each night, this will be at the expense of the Sculptures Out Back Committee
- Lighting
    - Each sculpture will have solar lighting, this lighting will have to be purchased in the initial year and then have an ongoing maintenance cost at the Sculptures Out Back Committee's expense.

Department Transport and Main Roads have been contacted and concerns they raised are:

- The lighting on the sculptures would have to be to Department Transport and Main Roads Standards so not to distract passing drivers - strength and direction of light etc
- Access to the location would only be via approved accesses either the Big Rig car park and or the access off the Warrego Highway near the Explorers Inn
- Any signage in the corridor will need a Road Corridor Permit - Temporary or permanent

Any signage (i.e. Flags) would need to be securely placed so they cannot become air born and become a hazard to passing traffic etc.

**Legislation, Local Laws, State Policies & Other Regulatory Requirements:**
***What does the legislation and other statutory instruments include about the matter under consideration?***( Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Road Corridor Permit

In certain circumstances, third parties may locate a structure or thing or undertake an activity in state-controlled road corridors. These structures and activities are referred to as ancillary works and encroachments and include any structure, thing or activity within the road boundary.

Departmental approval is required under section 50 of the Transport Infrastructure Act 1994 for:

- undertaking an activity
- locating or constructing a structure or thing,
- maintaining a structure or thing
- upgrading a structure or thing and/or
- operating a structure or thing

within the boundaries of a state-controlled road.

To obtain approval, a person must apply for a Road Corridor Permit.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Not applicable

## Input into the Report & Recommendation*:*

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

Project Officer – Economic & Community Development
Regional Events Attraction / Local Development
Team Coordinator – Roma Parks, Gardens & Regional Horticulturist
Project Officer – Program & Contract Management
Council Buildings & Structures Maintenance Officer / Team Coordination
Department of Transport and Main Roads
Specialist – Arts and Culture

## Funding Bodies*:*

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

Not applicable

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

To date, Sculptures Out Back have not requested funding support from Council.

## Future Years' Budgets:

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

To date, Sculptures Out Back have not requested funding support from Council.

## Impact on Other Individuals or Interested Parties:

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

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Funding not able to be sourced | If funding is unable to be sourced, this event may not eventuate. |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

The concept has been successful in a number of other regions. It will be a striking tourism product that will attract & retain visitors to our region. Artists will be targeted to participate, which will skill our local artists & inspire them with works from afar. It will be unique to our region.

Conditional to all permits being obtained & guidelines followed, this concept would be a great addition to our events calendar.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council approve Roma on Bungil Art Gallery to utilize **Lot 210 on WV1624 - R423 - Reserve for Park**) for the activities of Sculptures Out Back from the months of May through to September annually conditionally that all Main Roads approvals are obtained.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.11 Arts and culture

## Supporting Documentation:

| | | |
|---|---|---|
| *1*⇩ | Sculptures out Back - Letter re Project proposal 'Sculptures outback' - 15 09 2020 | D20/88697 |
| *2*⇩ | Survey Plan - Lot 210 on WV1624 - R423 - Reserve for Park (Sculptures Out Back Proposed Site) | D20/91189 |

## Report authorised by:

Manager - Economic & Community Development
Deputy Chief Executive Officer/Acting Director Infrastructure Services

ROMA ON BUNGIL GALLERY INC.
PO Box 922
ROMA QLD 4455

"Sculptures Out Back"
Sub committee ROBG

M/s Julie Reitano
C.E.O.
Maranoa Regional Council
Roma. Q. Dear Julie,

I have a proposal to put to Council.

That is:-

To create a display of Sculptures in the area From Explorers Motel to the Big Rig from May to September each year.

Promoted as "Sculptures Out Back"

Firstly, we need permission From Council to utilise this area From Explorers Motel to the Big Rig. and ask for the Support of Council For this Project.

Sculptures Out Back would involve:-

An Aquisitive Prize of $15,000 (open Section)
A local Prize of $5,000 (Maranoa Region)

These Sculptures to become the property of the Committee to be placed around the District.

Sculptures (Large) will be displayed on cement Plinths For Safety and Ascetic value. Small Sculptures will be displayed in the "Walk of Art" and Regional Galleries.

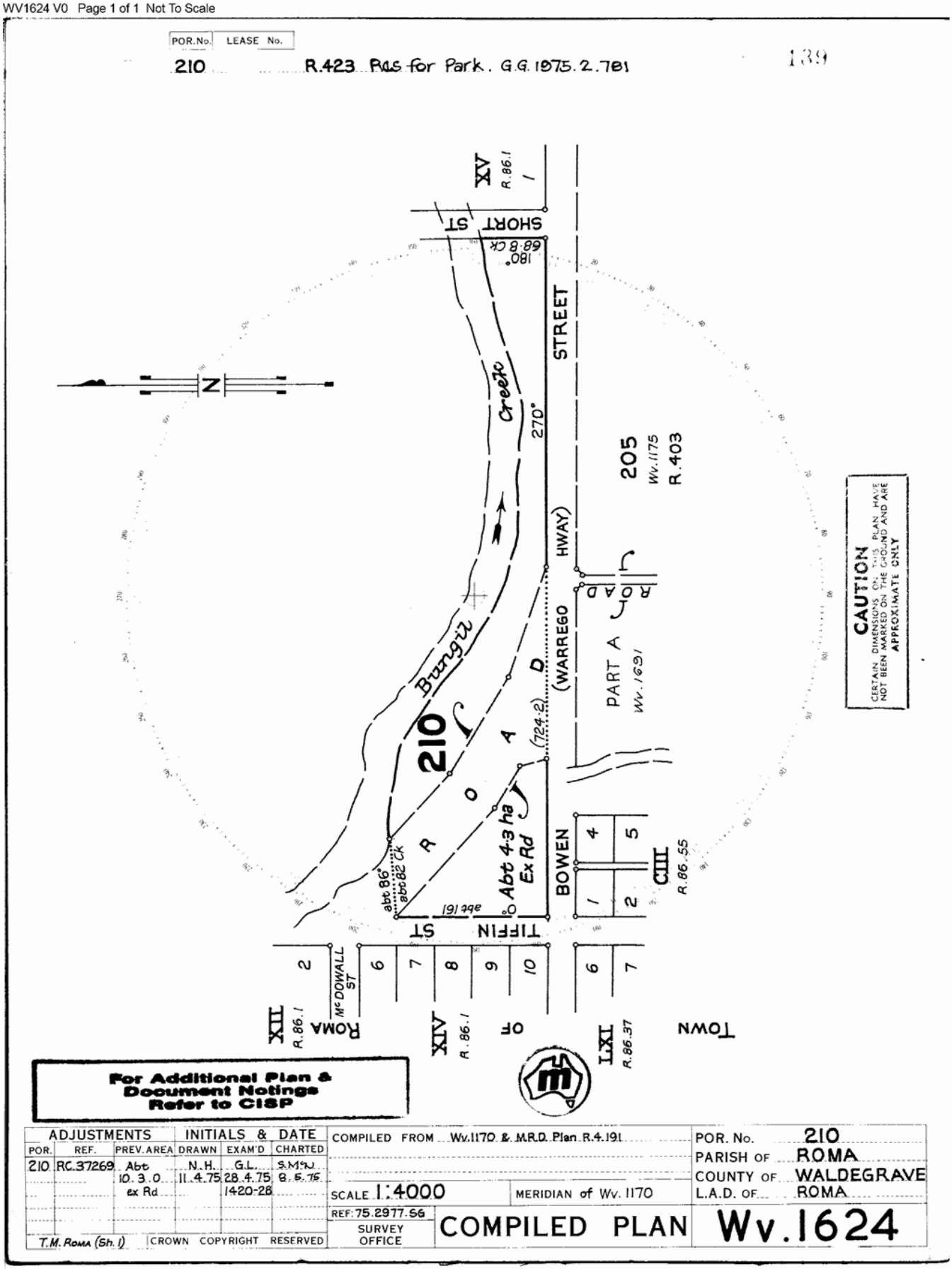
This is a large undertaking For the Sub-Committee and we would like the Maranoa Regional Council to come on Board.

Yours Sincerely

Ian Galloway

Chairman

WV1624 V0 Page 1 of 1 Not To Scale




| ADJUSTMENTS | | | INITIALS & DATE | | |
|---|---|---|---|---|---|
| POR. | REF. | PREV. AREA | DRAWN | EXAM'D | CHARTED |
| 210 | RC.37269 | Abt 10.3.0 ex Rd | N.H. 11.4.75 | G.L. 28.4.75 1420-28 | S.M.N. 8.5.75 |

T.M. Roma (Sh. 1) CROWN COPYRIGHT RESERVED

COMPILED FROM Wv.1170 & M.R.D. Plan R.4.191

SCALE 1:4000 MERIDIAN of Wv. 1170

REF: 75.2977.56 SURVEY OFFICE

COMPILED PLAN

POR. No. 210
PARISH OF ROMA
COUNTY OF WALDEGRAVE
L.A.D. OF ROMA

Wv.1624

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## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 26 August 2020

**Item Number:** 13.19 **File Number:** D20/82350

**SUBJECT HEADING:** Bassett Park User Agreement - Maranoa Equestrian Association Inc

**Classification:** Open Access

**Officer's Title:** Facility Lease Management & Housing Officer / Team Coordinator

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**Executive Summary:**
Council is asked to consider entering into an agreement with the Maranoa Equestrian Association Incorporated in respect to their use of Bassett Park Roma.

**fficer's Recommendation:**
That Council:

1. Enter into an agreement with Maranoa Equestrian Association Incorporated for the group's use of Bassett Park for a period of (3) three years.

2. Agree to the Maranoa Equestrian Association Incorporated's request for Council to continue to waive the fees charged for the use of their respective areas at Bassett Park and assign the charges to Ongoing Assistance GL2887.2245.2001 for the term of this agreement.

3. Authorise the Chief Executive Officer (CEO), or delegate, to execute the agreement and any other associated documentation.

---

### Individuals or Organisations to which the report applies:

***Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?***
(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Maranoa Equestrian Association Incorporated

### Acronyms:

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

| Acronym | Description |
|---|---|
| MEC | Maranoa Equestrian Association Incorporated |

### Context:

***Why is the matter coming before Council?***

At Council's General meeting 12 February 2020, the following was resolved.

***Resolution No. GM/02.2020/47***

***The Council***

1. ***Approve the Maranoa Equestrian Club's request for fee waiver for the hire of the sideshow alley area of Bassett Park for equestrian events using a portable panel arena.***
2. ***Commence negotiations with Maranoa Equestrian Club in respect to entering a user agreement for the Club's use of Bassett Park.***
3. ***Assign the expenditure to Inkind Assistance (Minor) (GL 2887.2248.200)***

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

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

Maranoa Equestrian Association Incorporated have been provided with a copy of the draft agreement and have been given the opportunity to raise any issues or questions.

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

During a conversation with Facilities Lease Management & Housing Officer/Team Coordinator Madonna Mole, Maranoa Equestrian Association Incorporated's President advised that the group could possibly pay some money towards the fees associated with the hire of the areas used at Bassett Park.

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

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

Nil

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

Nil

## Input into the Report & Recommendation*:*

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

Manager – Facilities (Land, Buildings and Structures)
Maranoa Equestrian Association Incorporated
Regional Sport & Recreation Development Coordinator
Bassett Park Team Leader
Support Officer – Economic & Community Development

## Funding Bodies*:*

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

Nil

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

Approximately 20 uses per year – $1,600 is currently charged to In-kind Assistance (Minor) GL 2887.2248.2001***.***

## Future Years' Budgets:

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

## Impact on Other Individuals or Interested Parties:

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

Maranoa Equestrian Association Incorporated and its members.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Nil | Nil |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council enter into a user agreement with the group so responsibilities for the use of Bassett Park are understood.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***

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

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

That Council

1. Enter into an agreement with Maranoa Equestrian Association Incorporated for the group's use of Bassett Park for a period of (3) three years.

2. Agree to the Maranoa Equestrian Association Incorporated's request for Council to continue to waive the fees charged for the use of their respective areas at Bassett Park and assign the charges to Ongoing Assistance GL2887.2245.2001 for the term of this agreement.

3. Authorise the Chief Executive Officer (CEO), or delegate, to execute the agreement and any other associated documentation.

**Link to Operational Plan Function:**
Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.10 Facilities

**Supporting Documentation:**

| | | |
|---|---|---|
| *1*⇩ | Draft Bassett Park User Agreement - Maranoa Equestrian Club Incorporated. | D20/93303 |

**Report authorised by:**
Manager - Facilities (Land, Buildings & Structures)
Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

# Bassett Park

# USER AGREEMENT

## Maranoa Equestrian Club Incorporated

## ABN 16 100 943 939

106273:5766125_1

# FACILITIES 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 access and use of the Facilities 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 Facilitates with the consent (express or implied) of, a party.

**Council** means the owner over 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 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.

(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 Council Responsibilities of all other upkeep of the Venue and the Facilities not specified in clause 5(a).

## 6. SIGNAGE AND ADVERTISING

The Hirer may erect Signage but must not erect any other 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 anything 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 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.

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**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.

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# Schedule 1

## HIRE DETAILS

| | | |
|---|---|---|
| Item 1 | **Council** | **Maranoa Regional Council 99 324 089 164**<br>Responsible Person: Facility Lease Management<br>Phone: 07 46240815<br>Email: council@maranoa.qld.gov.au<br>Address: P O Box 620 Roma Qld 4455 |
| Item 2 | **User** | **Maranoa Equestrian Club Incorporated ABN 16 001 943 939**<br>Responsible Person The President<br>Phone: 0428726241<br>Email: mec@hotmail.com.au<br>Address: P O Box 738 Roma Qld 4455 |
| Item 3 | **Venue** | Bassett Park Show Grounds (Lot 1 on RP 173063 & Lot 7 on RP 173059) |
| Item 4 | **Facilities** | Sideshow Alley area, Dog Trial Ring Area, KD Bar, Amenities. |
| Item 5 | **Permitted Use** | Equestrian training and competition days |
| Item 6 | **Licence Type** | Non-Exclusive |
| Item 7 | **Term** | 3 (three) years – commencing 14 October 2020 and expiring 13 October 2023 |
| Item 8 | **Access Times** | As per required times as advised to Council. |
| Item 9 | **Hire Fee** | Council's fee 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** | • Council shall be responsible for water charges at the premises.<br>• This utility is a major cost item for Council and the usage is to be monitored carefully. |
| Item 15 | **Hirer Responsibilities** | • Insurances - property and public liability.<br>• Rubbish to be placed in bins supplied and area left tidy at completion of events.<br>• Provide portable arena for events.<br>• Copy of Certificate of Currency to be provided to Council annually.<br>• Supply contact details of Executive Committee to Council after Annual General Meeting. |

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| | | |
|---|---|---|
| Item 16 | **Council Responsibilities** | • Insurances - property and public liability<br>• Pest control<br>• Maintenance on buildings<br>• Maintenance of grassed areas on a scheduled roster.<br>• Organise extra bins if required (stored onsite).<br>• Rates, water and sewerage.<br>• Clean amenities before event. |

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# 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 **Maranoa Equestrian Club Incorporated** 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

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## OFFICER REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 21 September 2020

**Item Number:** 13.20 **File Number:** D20/90422

**SUBJECT HEADING:** Request for Fee Waiver-Roma Show Society

**Classification:** Open Access

**Officer's Title:** Support Officer - Economic & Community Development

### Executive Summary:

Council has received a request from Roma Show Society requesting a fee waiver for the use of the upstairs bar area at Bassett park on Saturday 20 March 2021.

Roma Show Society wish to host the Queensland Ag Shows AGM which is expected to bring around 50 delegates and their families from around Queensland to the region.

### Officer's Recommendation:

That Council waive the hire fees for the upstairs bar area at Bassett Park for Saturday 20 March 2021.

### Individuals or Organisations to which the report applies:

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

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

Roma Show Society.

### Acronyms:

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

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

| Acronym | Description |
|---|---|
| AGM | Annual General Meeting |
| AG | Agriculture |

### Context:

***Why is the matter coming before Council?***

Council has received a request from Roma Show Society requesting a fee waiver for the use of the upstairs bar area known as the Members bar at Bassett park on Saturday 20 March 2021.

Roma Show Society wish to host the Queensland Ag Shows AGM, which is held throughout Queensland each year in a different town.

## Background:

***Has anything already happened in relation to this matter?***
(Succinct overview of the relevant facts, without interpretation)

The Roma Show Society have requested access to the upstairs bar area for Saturday 20 March 2021.

The cost of the Upstairs bar area at Bassett park is outlined below:

**Bassett park upstairs bar**
Bond: $201.00
Hire fee: $153.00
Total: $354.00 with the bond being refunded after the event

Total fee waiver request for waiver is $153.00 for the day.

It is recommended that Minor In-kind budget GL 2887.2246.2001 be used for the waiver of fees & charges.

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

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

Local Government Act 2009 | S 262 (3)(c)
**Powers in support of responsibilities**
(1) This section applies if a local government is required or empowered to perform a responsibility under a Local Government Act.
(2) The local government has the power to do anything that is necessary or convenient for performing the responsibilities.
(3) The powers include all the powers that an individual may exercise, including for example—
(a) power to enter into contracts; and
(b) power to acquire, hold, deal with and dispose of property; and
(c) power to charge for a service or facility, other than a service or facility for which a cost-recovery fee may be fixed.

## Council Policies or Asset Management Plans:

***Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?***
(Quote/insert the relevant section's wording / description within the report)

N/A

## Input into the Report & Recommendation*:*

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

This is an opportunity for Council to support the Agricultural Show movement as well as contribute to the attraction of potentially 50 delegates to Roma for an overnight stay. This initiative has benefits for all.

## Funding Bodies*:*

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

N/A

## This Financial Year's Budget:

***Will the matter under consideration impact how much Council collects in income or how much it will spend? How much ($)? Is this already included in the budget? (Include the account number and description).***
***If the matter under consideration has not been included in the budget, where can the funds be transferred from?*** *(Include the account number and description)* ***What will not be done as a result?***

If approved the cost of $153.00 can be allocated to the Minor In-kind budget GL 2887.2246.2001.

## Future Years' Budgets:

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

N/A

## Impact on Other Individuals or Interested Parties:

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

Show society members will have an interest in this matter.

## Risks:

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

| Risk | Description of likelihood & consequences |
|---|---|
| Not approve request | Roma Show Society could be forced not host the AGM and therefore have a negative impact on the Shows ability to host such an event and the region would also be impacted economically. |

## Advice to Council:

***What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?***
(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

As this event will draw in a number of people from across Queensland, it is recommended that Council provide this fee waiver to assist Roma Show Society in hosting this event.

This will be a great opportunity for Council to showcase our region to other regional show societies and to support our local show society and local businesses within the region.

## Recommendation:

***What is the 'draft decision' based on the advice to Council?***
***Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?***
(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

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

That Council waive the hire fees and bond for the members bar at Bassett Park for the 20 March 2021.

## Link to Corporate Plan:

Corporate Plan 2018-2023
Strategic Priority 4: Growing our region
4.12 Local development and events
4.10.3 Provide opportunities for community groups to apply for financial and inkind assistance from Council for arts and cultural initiatives.

## Supporting Documentation:

*1*⇩ Roma Show Society - Letter requesting fee waiver for 20 March 2021 - 22.09.2020 D20/90544

## Report authorised by:

Manager - Economic & Community Development
Deputy Chief Executive Officer/Acting Director Infrastructure Services
Chief Executive Officer

Roma Show Society

*Let's Keep the Show Alive!*

15 September 2020

CEO Maranoa Regional Council

Our organization, Roma Show Society, wish to apply for fee relief on the rental and Bond fee of the Upstairs Bar Area at Bassett Park on Saturday March 20th 2021.

The Roma Show Society is a not for profit organisation and wish to host the AGM of Queensland Ag Shows, and show case our town, there will be fifty delegates travelling from Brisbane and throughout Queensland for the AGM.

There is also a function being held on the Saturday night at the Explorers Inn for the Next Gen Show delegates, and a further Board of Directors meeting being held on Sunday morning at a location to be confirmed.

We would appreciate any assistance the Council is able to provide.

Yours sincerely,

Michael Jensen
Show President
Roma Show Society

PO BOX 139, Roma Qld 4455
Mobile: 0497 225 698 Email: roma show society@bigpond.com

## COUNCILLOR REQUEST FOR AN AGENDA REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 29 September 2020

**Item Number:** 14.1 **File Number:** D20/92874

**SUBJECT HEADING:** Council Owned Private Label Meat works

**Classification:** Open Access

**Councillor's Title:** Cr Tyson Golder

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**Executive Summary:**
That Council consider undertaking community consultation for a Council owned private labelled meat works in the Maranoa.

**ouncillor's Recommendation:**
That a report be prepared for an upcoming Council meeting.

**Details of Requested Agenda Report:**
A Council owned, private labelled meat works will service producers that would like to mark their own beef brand and who would also support supplying the Council owned meat works up to a maximum capacity of 250 a head / per day.

This would also be beneficial to create extra employment and economic development for the region.

**Supporting Documentation:**
Nil.

## COUNCILLOR REQUEST FOR AN AGENDA REPORT

**Meeting:** Ordinary 14 October 2020 **Date:** 8 October 2020

**Item Number:** 14.2 **File Number:** D20/95623

| | |
|---|---|
| **SUBJECT HEADING:** | Auction of Historical Memorabilia and Equipment in Roma |
| **Classification:** | Open Access |
| **Councillor's Title:** | Cr Wayne (George) Ladbrook |

**Executive Summary:**
Upcoming auction of historical memorabilia and equipment in Roma.

**Councillor's Recommendation:**
That a report be prepared for an upcoming Council meeting.

**Details of Requested Agenda Report:**

I am aware that an on-site auction will take place at Meadowbank Museum outside of Roma on 24 October 2020. The collection includes historical machinery, equipment and other items that have been collected over time, which may have significant historical value to the Roma district and broader region of Maranoa.

Through social media, Roma Historical Precincts Inc. have indicated that they would like to purchase some of the items to display at the old butter factory site and are actively seeking donations towards the purchase of these items of interest.

Due to the historical value of the items being auctioned, I would like to propose that Council further investigate potentially contributing funds or other opportunities to ensure some of these items remain in our region.

Larger equipment is being auctioned at the event in October 2020, and a further auction will be held at a later date for smaller items.

Below is a link to the Auction page which further details the available items for auction, including pictures:

https://www.bundabergauctions.com.au/private-museum-queensland-2/

**Supporting Documentation:**
Nil