

NOTICE OF MEETING & AGENDA

Ordinary Meeting

Tuesday 24 March 2026

Roma Administration Centre

NOTICE OF MEETING

Date: 19 March 2026

Mayor: Councillor W M Taylor

Deputy Mayor: Councillor C J O'Neil

Councillors: Councillor J R P Birkett
Councillor M K Brumpton
Councillor A K Davis
Councillor P J Flynn
Councillor J M Hancock
Councillor B R Seawright
Councillor J R Vincent

Chief Executive Officer: Robert Hayward

Executive Management: Cameron Hoffmann – Deputy CEO – Strategic Roads,
Airports & Major Projects
Brett Exelby – Director Corporate Services
Seamus Batstone – Director Engineering
Jamie Gorry – Director Regional Development,
Environment and Planning

Attached is the agenda for the **Ordinary Meeting** to be held at the Roma Administration Centre on **24 March 2026 at 9:00 AM.**



Robert Hayward
Chief Executive Officer

TABLE OF CONTENTS

Item No	Subject	
1	Welcome	
2	Attendances	
3	Confirmation of Minutes	
	Ordinary 12 March 2026	3
	Special 18 March 2026	15
4	Declaration of Conflicts of Interest	
5	On the Table	
6	Presentations/Petitions and Deputations	
7	Consideration of notices of business	
8	Consideration of notices of motion	
9	Reception of notices of motion for next meeting	

Reports

10	Office of the CEO	
	10.1 Upcoming Deputations and Briefing Topics Councillor Briefings April 2026	19
	Prepared by: Coordinator - Executive & Elected Member Support Services	
11	Corporate Services	
	11.1 Monthly Financial Report as at 28 February 2026	22
	Prepared by: Chief Financial Officer Director - Corporate Services Management Accountant Coordinator - Financial Planning & Performance	
	Attachment 1: Monthly Financial Report - FY26 February.....	25
	Attachment 2: Projects Report as at 28 February 2026	55
12	Engineering	
13	Regional Development, Environment & Planning	
	13.1 In-kind Assistance and Fee Waiver Request - Mitchell Show Society 2026 Annual Show.	69
	Prepared by: Local Development Officer - Mitchell	

Attachment 1: Non Financial Assistance Mitchell Show 2026	73
Attachment 2: Fee Waiver Request Mitchell Show 2026	75
13.2 Support for Queensland Fringe Trail	76
Prepared by: Coordinator – Tourism	
13.3 Tender 26035 - Big Rig Cafe Management Agreement.....	79
Prepared by: Property & Tenure Officer	
Attachment : Draft Management Agreement - Big Rig Cafe.....	83

Confidential Items

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

C Confidential Items

C.1 Disposal of Council Land - Stage 1A Police Paddock Development

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.

Closure

MINUTES OF THE ORDINARY MEETING OF MARANOVA REGIONAL COUNCIL HELD AT ROMA ADMINISTRATION CENTRE ON 12 MARCH 2026 SCHEDULED TO COMMENCE AT 9:00 AM

ATTENDANCE

Mayor Cr W M Taylor chaired the meeting with Deputy Mayor Cr C J O'Neil (by Microsoft Teams), Cr J R P Birkett, Cr M K Brumpton, Cr A K Davis, Cr P J Flynn, Cr J M Hancock, Cr B R Seawright (by Microsoft Teams), Cr J R Vincent, Chief Executive Officer – Robert Hayward and Kelly Rogers Minutes Officer in attendance.

AS REQUIRED

Deputy CEO - Strategic Roads, Airports & Major Projects – Cameron Hoffmann, Director Corporate Services – Brett Exelby, Director Engineering – Seamus Batstone, Director Regional Development, Environment and Planning – Jamie Gorry, General Manager Saleyards – Daniel Haslop, Manager Strategic Water, Sewerage & Gas – Mathew Liston, Manager Facility & Property Services – Leah Cooper, Manager Waste & Environmental Health Services – Bob Campbell, Manager - Tourism & Community Development – Tony Klein, Coordinator Local & Community Development – Georgie Adams-Woodall.

WELCOME

The Mayor welcomed all present and declared the meeting open at 9.00am.

CONFIRMATION OF MINUTES

Resolution No. OM/03.2026/01	
Moved Cr Davis	Seconded Cr Brumpton
That the minutes of the Ordinary Meeting held on 26 February 2026 be confirmed.	
CARRIED	9/0

BUSINESS

OFFICE OF THE CEO

Item Number: 10.1 **File Number:** D25/122995
SUBJECT HEADING: ROMA SALEYARDS CHARITY SALES
Officer's Title: General Manager - Saleyards

Executive Summary:

Roma Saleyards have conducted a review of the Roma Saleyards Annual Store Fundraiser Policy to ensure alignment between Council's governance framework and its evolving strategic direction for the Roma Saleyards.

The amended policy aims to balance Council's continued commitment to supporting aero-medical services by holding annual Charity Sales and the funding requirements of the yards.

Resolution No. OM/03.2026/02

Moved Cr Brumpton

Seconded Cr Vincent

That Council :

1. Repeal the existing Roma Saleyards Annual Store Sale Fundraiser Policy (P22/12).
2. Adopt the updated Roma Saleyards Charity Sale Policy, including the following amendments-

Section 3.2

First dot point to state-

- Provide a marketing plan at least four (4) weeks prior to the Charity Sale month.

Section 3.7 - Formatting correction

– first dot point should have one dot point only in front of the statement.

Section 4 – Definitions

Remove the “Annual Charity Sale Month” title and description from definitions, as this is specified in section 3.3.

CARRIED

9/0

Responsible Officer

General Manager - Saleyards

CORPORATE SERVICES

Item Number:

11.1

File Number: D25/54154

SUBJECT HEADING:

AUSTRALIAN GOVERNMENT SAFER LOCAL ROADS AND INFRASTRUCTURE PROGRAM & HEAVY VEHICLE REST AREA INITIATIVE | CONSIDERATION OF PROJECT NOMINATIONS

Officer's Title:

**Deputy CEO - Strategic Roads, Airports & Major Projects
 Coordinator - Program Funding & Budget Coordinator
 Manager – Roads Strategy**

Executive Summary:

Maranoa Regional Council is eligible to apply for funding under the Australian Government's Safer Local Roads and Infrastructure Program (SLRIP) and the associated Heavy Vehicle Rest Area Initiative.

This report outlined the objectives and key requirements of these programs, including eligibility criteria, co-contribution obligations, and delivery timeframes. It also identifies potential projects that align with the program guidelines and Council's strategic priorities, particularly in relation to improving road safety outcomes and supporting freight efficiency.

The report sought Council's consideration of nominated projects and endorsement to proceed with the preparation and submission of funding applications under the relevant program streams.

Resolution No. OM/03.2026/03	
Moved Cr Birkett	Seconded Cr Vincent
That Council:	
<ol style="list-style-type: none"> 1. Apply for funding under the Australian Government Safer Local Roads and Infrastructure Program for the Hoganthulla Road/Mt Moffatt Road Intersection Upgrade for a total project value of \$2,250,000. 2. Commit to a 20% co-contribution, being \$450,000, to be funded in the 2026/27 financial year budget, subject to the application being successful. 3. Authorise the Chief Executive Officer, or delegate, to execute any funding agreement and associated documentation should the application be successful. 4. Request that a list of future projects suitable for funding under this program, and requiring pre-construction funding to achieve shovel-ready status, be presented to Council for consideration as part of the 2026/27 budget deliberations. 	
CARRIED	9/0

Responsible Officer	Deputy CEO - Strategic Roads, Airports & Major Projects
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ENGINEERING

Item Number:	12.1	File Number: D26/18215
SUBJECT HEADING:	2025/26 CAPITAL WORKS PROGRAM AMENDMENT - INSTALLATION OF SCADA SYSTEM FOR YULEBA WATER PLAY PARK	
Officer's Title:	Manager - Strategic Water, Sewerage & Gas	

Executive Summary:
This report sought Council's consideration for a new project in the 2025/26 capital works program for the installation of a SCADA (Supervisory Control and Data Acquisition) system at the Yuleba Water Play Park to allow monitoring of the onsite water equipment remotely.

Resolution No. OM/03.2026/04	
Moved Cr Brumpton	Seconded Cr Davis
That Council:	
<ol style="list-style-type: none"> 1. Approve the new capital project – SCADA (Supervisory Control and Data Acquisition) system for the Yuleba Water Play Park in the 2025/26 capital works program and 2. Transfer \$50,000 from WO # 25420 – Beaumont Drive Water Main Upgrade that has been completed under budget to this new project - Installation of SCADA system at Yuleba Water Play Park. 	
CARRIED	9/0

Responsible Officer	Manager - Strategic Water, Sewerage & Gas
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REGIONAL DEVELOPMENT, ENVIRONMENT & PLANNING
Declaration of Interest

Item	13.1
Description	Wallumbilla Showgrounds - User Agreement - Wallumbilla Cattle Dog Trial Committee
Declaring Councillor	Brendan Seawright
Person with the interest Related party / close associate / other relationship	Myself Brendan Seawright
Particulars of Interest	I am the president of one of the Wallumbilla Agricultural & Pastoral Association that also has a user agreement for the same building and is mentioned in the report.
Type of conflict	Declarable conflict of interest
Action	Although I have a declarable conflict of interest, I do not believe a reasonable person could have a perception of bias. Therefore, I will choose to remain in the meeting. However, I will respect the decision of the meeting on whether I can remain and participate in the decision.

Resolution No. OM/03.2026/05	
Moved Cr Birkett	Seconded Cr Flynn
That it is in the public interest that Councillor Seawright participates and votes on agenda item 13.1 because a reasonable person would trust that the decision is made in the public interest.	
MOTION LOST	2/6

Cr Seawright left the meeting at 9.19am.

Item Number: 13.1 **File Number:** D26/17510

SUBJECT HEADING: WALLUMBILLA SHOWGROUNDS - USER AGREEMENT - WALLUMBILLA CATTLE DOG TRIAL COMMITTEE

Location: Wallumbilla

Officer's Title: Property & Tenure Officer

Executive Summary:

Council was asked to consider renewing a User Agreement with the Wallumbilla Cattle Dog Trial Committee for the use of the 'Old SES Shed' located at the Wallumbilla Showgrounds. The agreement will allow the committee to utilise the facility for equipment storage purposes.

Resolution No. OM/03.2026/06

Moved Cr Hancock

Seconded Cr Davis

That Council:

- 1. Enter into a non-exclusive User Agreement with the Wallumbilla Cattle Dog Trial Committee for a period of four (4) years for the use of the 'Old SES Shed' at the Wallumbilla Showgrounds for the purpose of storing equipment.**
- 2. Authorise the Chief Executive Officer, (or delegate) to execute the User Agreement.**

CARRIED

8/0

Responsible Officer

Property & Tenure Officer

At cessation of discussion and decision on the abovementioned item, Cr Seawright returned to the meeting at 9.21am.

Section 150F A (2)(e) of the *Local Government Act 2009*

For a matter to which the prescribed conflict of interest or declarable conflict of interest relates – the name of each eligible councillor who voted on the matter, and how each eligible councillor voted.

Name of each eligible councillor who voted on the matter:

Cr. John Birkett, Cr. Meryl Brumpton, Cr. Amber Davis, Cr. Peter Flynn, Cr Johanne Hancock, Cr. Cameron O'Neil, Cr Wendy Taylor, Cr. Jane Vincent.

How each eligible councillors voted:

Each councillor voted in favour of the motion.

Declaration of Interest

Item	13.2
Description	Roma and District Cricket Association - Irrigation and Drainage Upgrade funding
Declaring Councillor	Jane Vincent
Person with the interest Related party / close associate / other relationship	Myself
Particulars of Interest	I originally declared a perceived conflict of interest on a report that is mentioned within this report, that included the Injune Cricket Club whose President Matthew Bidgood is a friend. Although the Injune Cricket Club resolution is mentioned within the report I do not believe it has any relevance to the matter today.
Type of conflict	Declarable conflict of interest
Action	Although I have a declarable conflict of interest, I do not believe a reasonable person could have a perception of bias. Therefore, I will choose to remain in the meeting. However, I will respect the decision of the meeting on whether I can remain and participate in the decision.

Resolution No. OM/03.2026/07	
Moved Cr Hancock	Seconded Cr Brumpton
<p>That it is in the public interest that Councillor Vincent participates and votes on agenda item 13.2 because a reasonable person would trust that the decision is made in the public interest.</p>	
CARRIED	7/0

Declaration of Interest

Item	13.2
Description	Roma and District Cricket Association - Irrigation and Drainage Upgrade funding
Declaring Councillor	Brendan Seawright
Person with the interest Related party / close associate / other relationship	Myself Brendan Seawright
Particulars of Interest	I am employed by Origin Energy, who, is a part of the APLNG Workers Transition Agreement with Maranoa Regional Council
Type of conflict	Declarable conflict of interest
Leave	Leave the room while the matter is discussed and voted on.

Cr Seawright left the meeting at 9.24am.

Item Number: 13.2 **File Number:** D26/21369

SUBJECT HEADING: ROMA AND DISTRICT CRICKET ASSOCIATION - IRRIGATION AND DRAINAGE UPGRADE FUNDING

Officer's Title: Coordinator - Local & Community Development

Executive Summary:

The Roma cricket oval drainage and irrigation project is a Council Capital Works project within the 2025/26 Capital Works Program with a budget allocation of \$140,000.

Due to a funding shortfall of approximately \$80,000, the project cannot proceed within the existing budget. Roma and District Cricket Association (RDCA) recently applied to the Community Gambling Benefit Fund (Super Round – \$100,000) to cover the shortfall but were unsuccessful.

This report sought Council approval to request access to \$60,000 from the APLNG Workers Transition Agreement to enable the project to commence while the 2025/26 cricket season has concluded and the grounds are not in use.

Resolution No. OM/03.2026/08	
Moved Cr Flynn	Seconded Cr Birkett
<p>That Council:</p> <ol style="list-style-type: none"> Seek the endorsement of APLNG to utilise \$60,000 from the Workers Transition Agreement for the Roma cricket oval drainage and irrigation project. Subject to APLNG endorsement, approve \$60,000 from the APLNG Workers Transition Agreement to the Roma cricket irrigation and drainage project. <p><i>[Following discussions, Cr O'Neil proposed amendments to points 1 and 2, of the draft motion which was accepted by the 'Mover' and 'Secunder']</i>.</p>	
CARRIED	7/1

Responsible Officer	Coordinator - Local & Community Development
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At cessation of discussion and decision on the abovementioned item, Cr Seawright returned to the meeting at 9.54am.

Section 150F A (2)(e) of the Local Government Act 2009

For a matter to which the prescribed conflict of interest or declarable conflict of interest relates – the name of each eligible councillor who voted on the matter, and how each eligible councillor voted.

Name of each eligible councillor who voted on the matter:

Cr. John Birkett, Cr. Meryl Brumpton, Cr. Amber Davis, Cr. Peter Flynn, Cr Johanne Hancock, Cr. Cameron O’Neil, Cr Wendy Taylor, Cr. Jane Vincent.

How each eligible councillors voted:

Cr. John Birkett, Cr. Meryl Brumpton, , Cr. Peter Flynn, Cr Johanne Hancock, Cr. Cameron O’Neil, Cr Wendy Taylor and Cr. Jane Vincent voted in favour of the motion.

Cr. Amber Davis voted against the motion.

STRATEGIC ROADS, AIRPORTS & MAJOR PROJECTS

Item Number: 14.1 **File Number:** D26/17981

SUBJECT HEADING: SUBMISSION TO THE PRODUCTIVITY COMMISSION’S REVIEW OF THE DETERMINANTS OF REGIONAL AIRFARES

Officer’s Title: Deputy CEO - Strategic Roads, Airports & Major Projects

Executive Summary:

The Australian Government has tasked the Productivity Commission with undertaking an Inquiry into the Determinants of Regional Airfares. The Inquiry will examine the factors influencing the cost, availability and reliability of passenger air services to and from regional Australia and will inform future Commonwealth aviation policy and regulatory settings.

Regional aviation plays a critical role in supporting economic activity, access to essential services, workforce mobility and community connectivity into the Maranoa. Evidence used to support the Inquiry indicates that airfares outside capital cities are generally higher on a per kilometre basis; however, Council’s experience suggests the impacts for communities such as Roma can be more pronounced.

This report informs Council of the Inquiry and sought authorisation for the Chief Executive Officer to prepare and lodge a submission on behalf of Maranoa Regional Council. The submission will outline Council’s local experience as the owner and operator of Roma Airport and advocate for policy settings that improve affordability, reliability and equity of regional air services.

Resolution No. OM/03.2026/09

Moved Cr O'Neil

Seconded Cr Hancock

That Council:

1. Notes the Productivity Commission's Inquiry into the Determinants of Regional Airfares and the important role regional aviation plays in supporting economic activity, access to essential services and community connectivity for residents of the Maranoa.
2. Authorises the Chief Executive Officer (or delegate) to prepare and lodge a submission to the Inquiry on behalf of Maranoa Regional Council.

CARRIED

9/0

Responsible Officer

Deputy CEO - Strategic Roads, Airports & Major Projects

LATE ITEMS

Item Number:

L.1

File Number: D26/18803

SUBJECT HEADING:

QCWA AMBY BRANCH - IN-PRINCIPLE SUPPORT OF MURAL PROJECT

Officer's Title:

Manager - Facility & Property Services

Executive Summary:

The Queensland Country Women's Association Amby Branch has requested in principle support to proceed with a proposed mural project to be applied to the exterior of the Booringa Shire Hall, Amby.

Resolution No. OM/03.2026/10

Moved Cr Birkett

Seconded Cr Brumpton

That Council provide in principle Support to the Queensland Country Women's Association Amby Branch for a proposed mural project on the exterior of the Booringa Shire Hall in Amby, subject to:

1. A detailed project plan, including final mural designs, being submitted to Council for consideration, with Council approval required before any works are to commence.
2. Public Liability and volunteer insurance for all project participants being provided prior to commencement.
3. Confirmation that appropriate surface preparation, paints and protective coating will be used to ensure durability.
4. Any additional requirements identified through Council's internal review (including any necessary approvals, safety and asset considerations).

CARRIED

9/0

Responsible Officer

Manager - Facility & Property Services

CHANGE TO ORDER OF BUSINESS

Resolution No. OM/03.2026/11	
Moved Cr Brumpton	Seconded Cr Vincent
That we withdraw Item C.2 [Lot 91 on M5356 – Trustee Lease] from the agenda today.	
CARRIED	9/0

CONFIDENTIAL ITEMS

In accordance with the provisions of section 254J(3) of the *Local Government Regulation 2012*, that Council resolve to close the meeting to the public at 10.03am to discuss confidential items that its Councillors consider is necessary to close the meeting.

In accordance with Section 254J(5) of the *Local Government Regulation 2012*, the following table provides:

- The matters to be discussed;
- An overview of what is to be discussed while the meeting is closed.

Agenda Item	Matters to be discussed (Reasons to close the meeting under the <i>Local Government Regulation 2012</i>)	Overview
C.1 – Extension of Outback Contracting Group Bulk Haulage and Waste Management Services for 12 months	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.	Consideration of a 12 month extension for the respective contract, which is due to end on 30 June 2026.
C.3 – Application for Conversion of Tenure – Lot 3 on BDR93	Section 254J(3)(i) a matter the local government is required to keep confidential under a law of, or formal arrangement with, the Commonwealth or a State.	The Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development, seeks Council's updated views, on an application for a conversion to freehold over Lot 3 on Crown Plan BDR93 and a request for an easement to allow access to State Forest Lot 14 on FTY1754.
LC.1 – Workplace Health and safety Update	Section 254J(3)(e) (f) legal advice obtained by the local government including, for example, legal proceedings that may be taken by or against the local government; AND matters that may directly affect the health and safety of an	This report provides Council with an update on a Workplace Health and Safety incident that occurred on 23 March 2022 and seeks direction to progress the matter.

	individual or a group of individuals.	
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COUNCIL ADJOURNED THE MEETING
 FOR A MORNING TEA AT 10.26am

SUBJECT HEADING: RESUMPTION OF STANDING ORDERS
 COUNCIL RESUMED THE MEETING AT 11.00am in Closed Session

Resolution No. OM/03.2026/12	
Moved Cr Hancock	Seconded Cr Vincent
That Council open the meeting to the public [at 11.01am].	
CARRIED	9/0

Item Number: C.1 **File Number: D26/18170**

SUBJECT HEADING: EXTENSION OF OUTBACK CONTRACTING GROUP BULK HAULAGE AND WASTE MANAGEMENT SERVICES CONTRACT FOR 12 MONTHS

Officer's Title: Manager - Waste & Environmental Health Services

Executive Summary:
 Consideration of a 12 month extension for the respective contract, which is due to end on 30 June 2026.

Resolution No. OM/03.2026/13	
Moved Cr Vincent	Seconded Cr Davis
That Council:	
<ol style="list-style-type: none"> 1. Extend the Contract Bulk Haulage and Waste Transfer Services (MRC24/2540) for a further twelve (12) months to end on 30 June 2027, for a contract value of up to \$1,687,967.00 (Exc. GST), subject to adjustments for variations to add a fuel levy. 2. Assign costs to the Waste Management Operations Work Orders (WO11466 to WO11475) for the relevant facilities. 3. Authorise the Chief Executive Officer (or delegate) to approve amendments to the contract including the introduction of a fuel levy. 4. Authorise the Chief Executive Officer (or delegate) to negotiate and approve variations to the contract value resulting from the introduction of a fuel levy, ensuring compliance with the contract terms and budgetary provisions. 	
CARRIED	9/0

Responsible Officer	Manager - Waste & Environmental Health Services
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Item Number: C.2 **File Number:** D26/19077
SUBJECT HEADING: LOT 91 ON M5356 - TRUSTEE LEASE
Officer's Title: Coordinator - Property & Tenure Services

Item removed from Agenda – (Refer to Resolution No. OM/03.2026/11).

Item Number: C.3 **File Number:** D26/18375
SUBJECT HEADING: APPLICATION FOR CONVERSION OF TENURE - LOT 3 ON BDR93
Officer's Title: Coordinator - Property & Tenure Services

Executive Summary:

The Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development, sought Council's updated views, on an application for a conversion to freehold over Lot 3 on Crown Plan BDR93 and a request for an easement to allow access to State Forest Lot 14 on FTY1754.

Resolution No. OM/03.2026/14

Moved Cr Birkett

Seconded Cr Brumpton

That Council:

1. Advise the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development that it offers no objection to the conversion of Lot 3 on BDR93 to freehold tenure, subject to the following conditions:
 - a) The applicant ensures that the constructed sections of Munnaweena Road that traverses through Lot 3 on BDR93, is fully contained within the road reserve; and
 - b) As part of the conversion, permanent access to Lot 1 on BDR13 by way of road reserve over the existing alignment of Oakvale Road.
2. Offer no objection to an easement from the end of Oakvale Road at the entry to Lot 1 on BDR13, along the northern side of Lot 3 on BDR93 to allow access to Lot D on BDR92, being State Forest Lot 14 on FTY1754.
3. Authorise the Chief Executive Officer, or delegate, to enter negotiations and sign associated documents.

CARRIED

9/0

Responsible Officer

Coordinator - Property & Tenure Services

Item Number: LC.1 **File Number:** D26/21987
SUBJECT HEADING: WORKPLACE HEALTH AND SAFETY UPDATE
Officer's Title: Deputy CEO - Strategic Roads, Airports & Major Projects

Executive Summary:

This report provided Council with an update on a Workplace Health and Safety incident that occurred on 23 March 2022 and sought direction to progress the matter.

Resolution No. OM/03.2026/15	
Moved Cr Davis	Seconded Cr Brumpton
That Council:	
<ol style="list-style-type: none"> 1. Receive and note the report as way of update. 2. Proceed with Option 3 as outlined in the report. 3. Maintain the current budget allocations and forward estimates initially allocated to the initiatives associated with progressing the previous resolution. 	
CARRIED	9/0

Responsible Officer	Deputy CEO - Strategic Roads, Airports & Major Projects
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CLOSURE

There being no further business, the Mayor thanked Council for their attendance and declared the meeting closed at 11.05am.

These Minutes are to be confirmed at the next Ordinary Meeting of Council to be held on 24 March 2026, at Roma Administration Centre.

MINUTES OF THE SPECIAL MEETING OF MARANOA REGIONAL COUNCIL HELD AT ROMA ADMINISTRATION CENTRE ON 18 MARCH 2026 SCHEDULED TO COMMENCE AT 11:00 AM

ATTENDANCE

Mayor Cr W M Taylor chaired the meeting with Deputy Mayor Cr C J O'Neil, Cr J R P Birkett (By Microsoft Teams), Cr M K Brumpton, Cr A K Davis, Cr J M Hancock, Cr B R Seawright, Cr J R Vincent (By Microsoft Teams), Chief Executive Officer – Robert Hayward and Kelly Rogers Minutes Officer in attendance.

AS REQUIRED

Deputy CEO - Strategic Roads, Airports & Major Projects – Cameron Hoffmann.

WELCOME

The Mayor welcomed all present and declared the meeting open at 11.05am.

APOLOGIES

Resolution No. SM/03.2026/01	
Moved Cr Davis	Seconded Cr Brumpton
That apologies be received and leave of absence granted for Cr. Flynn for this meeting.	
CARRIED	8/0

BUSINESS

Item Number:

31

File Number: D26/17973

SUBJECT HEADING:

REGULATED AIR SERVICES ROUTE INTO ROMA | COMMUNITY FEEDBACK AND SUBMISSION TO THE DEPARTMENT OF TRANSPORT AND MAIN ROADS

Officer's Title:

Deputy CEO - Strategic Roads, Airports & Major Projects

Executive Summary:

The Queensland Government, through the Department of Transport and Main Roads (DTMR), is currently undertaking a statewide review of regulated regional air services to inform the next regulated air service contracts, with current arrangements due to expire in December 2026.

Given the importance of air services to the Maranoa region for access to health services, education, government services, business activity and social connectivity, Council previously resolved to undertake a targeted community survey to capture updated feedback on the current passenger air services operating between Roma and Brisbane.

The survey was undertaken in February 2026 and attracted 649 responses, making it one of the largest community survey responses received by Council on a single issue. The results highlight strong community interest in the future of air services into Roma and provide valuable insight into current experiences and priorities.

Key themes identified through the survey include concerns regarding affordability, seat availability, reliability, connectivity to other destinations, baggage allowances and freight capability, as well as the importance of flight scheduling that supports same-day travel for business and medical appointments.

The findings provide an updated evidence base to inform Council's advocacy position as part of the State Government's consultation on regulated regional air services.

This report presented a summary of the survey outcomes and seeks Council's consideration of providing a formal submission to the Department of Transport and Main Roads, advocating for improved service outcomes for the Maranoa community.

UNCONFIRMED

Resolution No. SM/03.2026/02

Moved Cr O'Neil

Seconded Cr Hancock

That Council:

- 1. Receive and note the results of the community survey undertaken in February 2026 regarding passenger air services operating into and out of Roma Airport.**
- 2. Authorise the Chief Executive Officer (or delegate) to prepare and submit a formal response to the Department of Transport and Main Roads as part of the State Government's consultation on regulated regional air services, with the submission advocating for the following strategic outcomes:**
 - * Retention of regulated air service for the Roma–Brisbane route.**
 - * Implementation of a State Government initiated resident airfare scheme as part of future contract arrangements, reducing the need for individual councils to negotiate resident fare schemes directly with airlines.**
 - * Recognition that Roma Airport represents a strategic aviation asset for the State, with infrastructure capable of accommodating larger regional aircraft such as the De Havilland Canada Dash 8-400.**
 - * Improved affordability, reliability and connectivity for passengers travelling to and from Roma.**
 - * Flight frequency and scheduling that improves opportunities for same-day travel, particularly for business travel and medical appointments.**
 - * A service provider capable of providing greater seating capacity, improved baggage allowances and stronger connectivity into broader regional, national and international aviation networks.**
 - * A service provider to support the movement of freight in addition to passenger services, recognising the importance of regional aviation for time-sensitive freight movements.**
 - * A service provider with the ability to supplement baseline services with additional flights during peak periods, including major regional events or seasonal tourism demand, and potential connections to key regional tourism destinations (e.g. Longreach) during tourist season where viable.**
 - * A service provider with the ability to supplement baseline services with a broader mix of flights that include the option of Toowoomba as a port to support the needs of the community – including broader commerce, education, health and medical reasons.**
- 3. Request the Queensland state government to not extend the regulated air service contract and go to tender at the earliest opportunity.**

[Following progressive discussions an additional statement was included under point 2, as was point 3]

CARRIED

8/0

Responsible Officer

Deputy CEO - Strategic Roads, Airports & Major Projects

CLOSURE

There being no further business, the Mayor thanked Council for their attendance and declared the meeting closed at 11.29am.

These Minutes are to be confirmed at the next Ordinary Meeting of Council to be held on 24 March 2026, at Roma Administration Centre.

UNCONFIRMED

OFFICER REPORT

Meeting: Ordinary 24 March 2026

Date: 10 March 2026

Item Number: 10.1

File Number: D26/25250

SUBJECT HEADING: Upcoming Deputations and Briefing Topics |
Councillor Briefings April 2026

Classification: Open Access

Officer's Title: Coordinator - Executive & Elected Member
Support Services

Executive Summary:

This report provides a summary of proposed topics scheduled for Councillor Briefings during the month of April 2026.

Officer's Recommendation:

That Council:

1. Receive and note the Officer's report as presented.
2. Consider and advise of any conflicts of interest.

Background:

Councillor briefings scheduled for the month of April are –

- Wednesday, 1 April 2026
- Thursday, 2 April 2026 (Budget Briefing)
- Wednesday, 8 April 2026
- Wednesday, 15 April 2026
- Thursday, 16 April 2026 (Budget Briefing)

Below is a list of the topics and deputations that have been placed in the Council Meeting Schedule software for April 2026 at the time of writing this report.

Topic	Further detail
Monthly Reports including: <ul style="list-style-type: none">• Outstanding Actions• Saleyards• Airport• Portfolio Updates	Information reports containing monthly updates for each respective focus area
Bottle Tree Connect and Events Calendar	Update on this initiative

Maranoa Regional Council

Ordinary Meeting - 24 March 2026

Upcoming Deputations and Briefing Topics Councillor Briefings April 2026	
The Wheat shed Tender for Lease of Cafe	Review of received tenders.
Roma Airport Cafe Options Review	This briefing will provide Council with an update on the current café arrangements at Roma Airport and outline a range of options for how food and beverage services could be provided at the airport into the future.
Asset Management Plan – Water & Sewerage - Session 1	Introduction of the Water & Sewerage asset management planning process. Town 1 – Amby Scheme Strategy Session. (deferred from earlier months)
Major Facilities Opening Anniversaries	Briefing to discuss Council we may deal with these types of anniversaries in the future.
Roma Commerce & Tourism – Electronic Signage Board	Project overview
Draft Visitor Economy Strategy Review	This briefing session provides the opportunity for Councillors to review the draft Visitor Economy Strategy.
Q3 25/26 Operational Report	Review and discussion on report.
Roma Saleyards Master Plan Workshop	Two (2) hour workshop
Maranoa Nursing Advancement Bursary Program 2026	This briefing outlines proposed changes to the Maranoa Nursing Advancement Bursary program, which have been introduced in response to feedback from the assessment panel following the previous round.
Childcare Bursary and funding discussion	This briefing will outline the framework of the Child Care Bursary Program and explore its future direction.
Proposed Operational Plan 2026/27	Four (4) hour session
Review of Community Grants Policy	This briefing is to discuss changes to the Community Grants policy.
Post Event Update Halloween Celebrations	Overview of initiative hosted by Library Services

Maranoa Regional Council

Ordinary Meeting - 24 March 2026

Post Event Report Australia Day & Maranoa Street Christmas Party	Overview of prior events held.
Community Support Services Plan	This briefing is to present and discuss the Community Support Service Plan
Yuleba Blue Light Shed – Community Gym	This topic is to discuss the request from the Yuleba Development Group seeking support from Council to re-purpose the Yuleba Blue Light Shed into a community gym.
Review of the Community Grants Policy	This briefing is to discuss changes to the Community Grants policy.

An agenda and supporting documentation will be circulated under separate cover ahead of each Briefing on a Friday prior to the week of the respective briefing.

Topics may change during the month, and updates will be provided fortnightly as part of scheduled diary meetings and upcoming briefings/deputations.

This report also provides Councillors an opportunity to identify and consider any conflicts of interest to manage these ahead of the scheduled briefing.

Link to Corporate Plan:

Corporate Plan 2023-2028
Corporate Plan Pillar 4: Accountability
4.5 Good governance framework

Supporting Documentation:

Nil.

Report authorised by:

Chief Executive Officer

OFFICER REPORT

Meeting: Ordinary 24 March 2026

Date: 16 March 2026

Item Number: 11.1

File Number: D26/27360

SUBJECT HEADING: Monthly Financial Report as at 28 February 2026

Classification: Open Access

Officer's Title: Chief Financial Officer

Purpose:

The purpose of this report is to present the monthly financial report to Council in accordance with section 204 of the *Local Government Regulation 2012* for the period ended 28 February 2026.

Executive Summary:

Council's **operating result** for February 2026 year-to-date is a surplus of \$12.9M.

Comparing the YTD Actual surplus of \$12.90M to the YTD Budget surplus of \$11.58M, there is a variance of \$1.33M.

Notable variances are:

- Strong sales and throughput at the Saleyards.
- Higher fees & charges across multiple service areas (Waste, Water, Sewerage, etc.).
- Strong Roma Quarry revenue linked to QRA and external demand.
- Waste and Sewer business units tracking favourably.
- Timing misalignments in revenue and expenditure for Recoverable Works Carnavon Highway 24D Shared Concrete Pathway CN-23651 DTMR and RMPC Recoverable Works.
- Commencement delays at Headache Hill Quarry generating a large negative revenue variance.

Council's **Capital Projects** actual expenditure budget consumed is 32%.

There are no significant financial risks or issues, across operating and capital, requiring Council's awareness at this time.

Our **strategic outlook** is favourable. We are currently on track to achieve budget.

Detailed financial statements are included within the attached report.

Officer's Recommendation:

That Council note the Monthly Financial Report for the period ended 28 February 2026.

Individuals or Organisations to which the report applies:

Maranoa Regional Council

Acronyms:

Acronym	Description
FA Grants	Financial Assistance Grants
YTD	Year To Date

Context:

To present the monthly financial report for the period ended 28 February 2026, in accordance with section 204 of the *Local Government Regulation 2012*.

Background:

This report presents the consolidated statement of income and expenditure for operating and capital budgets versus actuals for the period ended 28 February 2026.

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

Local Government Regulation 2012

204 Financial Report

- (1) *The local government must prepare a financial report.*
- (2) *The chief executive officer must present the financial report -*
 - (a) *If the local government meets less frequently than monthly - at each meeting of the local government; or*
 - (b) *Otherwise - at a meeting of the local government once a month.*
- (3) *The financial report must state the progress that has been made in relation to the local government's budget for the period of the financial year up to a day as near as practicable to the end of the month before the meeting is held.*

Council Policies or Asset Management Plans:

N/A

Input into the Report & Recommendation:

Coordinator Rates & Utility Billing Services
Coordinator Accounts Services
Project Mangers
General Manager - Saleyards
Manager - Airports & Aerodromes
Manager – Construction Materials (consultant)

Funding Bodies:

Projects with external funding are required to be delivered in accordance with funding agreements.

This Financial Year's Budget:

The purpose of this report is to present financial information on the progress that has been made in relation to Council's budget for the period ended 28 February 2026.

Future Years' Budgets:

This report is for information purposes.

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 – Maranoa residents, Department of State Development, Infrastructure, Local Government & Planning, Queensland Audit Office, Queensland Treasury Corporation.

Risks:

Risk	Description of likelihood & consequences
Compliance with <i>Local Government Regulation 2012</i>	The presentation of the financial report is in accordance with the Regulation.

Advice to Council:

The presentation of monthly financial statements is a legislative requirement.

Recommendation:

That the monthly financial report for the period ended 28 February 2026 be noted by Council.

Link to Corporate Plan:

Corporate Plan 2023-2028
Corporate Plan Pillar 4: Accountability
4.5 Good governance framework

Supporting Documentation:

- 1 [↓](#) Monthly Financial Report - FY26 February D26/28301
- 2 [↓](#) Projects Report as at 28 February 2026 D26/27364

Report authorised by:

Chief Financial Officer
Director - Corporate Services



Maranoa Regional Council
Monthly Financial
Report

FEBRUARY 2026





Contents

Executive Summary.....	3
Statement of Comprehensive Income.....	3
Statement of Financial Position	6
Statement of Cash Flows.....	7
Capital Budget.....	9
QRA Flood Events.....	10
Business Units Performance	11
Aged Debtors	26
Procurement.....	28
Glossary.....	29



Statement of Comprehensive Income

Executive Summary



Council's **operating result** for February 2026 year-to-date is a surplus of \$12.9M.

Comparing YTD Actual surplus of \$12.90M to YTD Budget surplus of \$11.58M, the variance is \$1.33M.

Notable variances are:

- Strong sales and throughput at the Saleyards.
- Higher fees & charges across multiple service areas (Waste, Water, Sewerage, etc.).
- Strong Roma Quarry revenue linked to QRA and external demand.
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- Commencement delays at Headache Hill Quarry generating a large negative revenue variance.

Council's **Capital Projects** expenditure budget consumed is 32%.



Financial Risks or issues, across operating or capital, requiring Council's awareness are:

- No significant issues at this time

Our **strategic outlook** is favourable. We are currently on track to achieve budget.



	YTD Actual	Current Budget	YTD Budget	YTD Actual	YTD Actual vs YTD Budget	YTD Actual as a % of YTD Budget
	Feb-25	2025/26	Feb-26	Feb-26	Feb-26	Feb-26
	\$'000	\$'000	\$'000	\$'000	\$'000	Target 100%
Income						
Revenue						
Operating revenue						
Rates, levies & charges	50,639	55,608	55,607	55,669	62	100%
<i>Note 1</i> Fees and charges	3,186	4,810	3,184	3,503	319	110%
Rental income	495	732	450	468	18	104%
Interest received	3,698	5,197	3,464	3,501	37	101%
<i>Note 2</i> Sales revenue	12,677	20,541	13,218	13,862	643	105%
<i>Note 3</i> Other revenue	1,952	7,159	4,023	3,811	(212)	95%
Grants, subsidies, contributions - FA grant	0	16,099	6,293	6,293	0	100%
Grants, subsidies, contributions - other	22,699	22,654	22,119	22,333	214	101%
Total operating revenue	95,347	132,800	108,358	109,440	1,082	101%
Capital revenue						
<i>Note 4</i> Grants, subsidies, contributions, donations	10,120	60,971	8,184	14,847	6,664	181%
Total revenue	10,120	60,971	8,184	14,847	6,664	181%
Capital income						
Capital Income	(199)	0	0	0	0	-
Total income	105,268	193,772	116,542	124,287	7,745	107%
Expenses						
Operating expenses						
Employee and councillor costs	23,490	35,390	24,517	24,366	(151)	99%
Materials and services	49,141	70,929	53,958	53,915	(43)	100%
Finance costs	399	1,939	612	637	25	104%
Depreciation and amortisation	11,260	26,542	17,695	17,617	(78)	100%
Total operating expenses	84,290	134,800	96,782	96,535	(246)	100%
Capital expenses						
Capital expenses	4,363	0	0	264	264	-
Total expenses	88,656	134,800	96,782	96,799	17	100%
Total comprehensive income for the year	16,612	58,967	19,760	27,488	7,728	139%
Operating result						
Operating revenue	95,347	132,800	108,358	109,440	1,082	101%
Operating expenses	84,290	134,800	96,782	96,535	(246)	100%
Operating result	11,056	(2,000)	11,576	12,904	1,328	111%

Note 1: Fees & Charges is over budget by \$319k, due to refuse disposal fee Roma \$200k, Planning applications \$35k, Caravan Park fee \$23k. Souvenir sales \$20k, Burial fees \$47k, Grey water & septic disposal fees \$21k.

Note 2: Sales revenue is over by \$643k, led by Saleyards +\$1.57M, Waste +\$200k, Quarries (\$717k) and shortfalls across other sales lines.

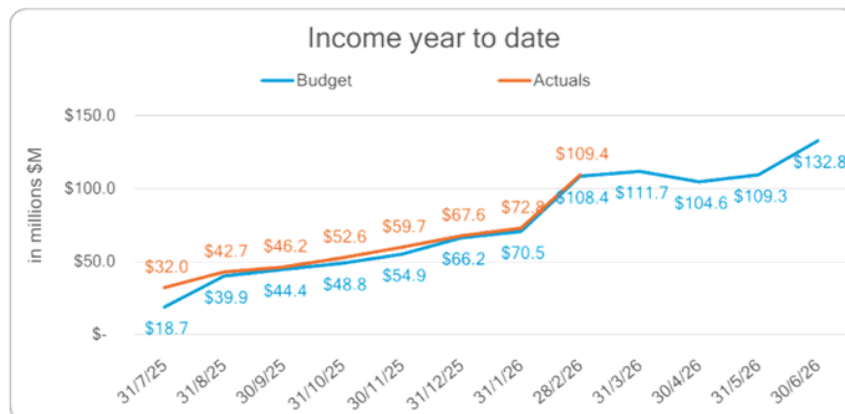
Note 3: Other Revenue is under budget by (\$212k), mainly due to strong performance at Roma Quarry +\$838.7k driven by QRA cartage activity, smaller favourable movements at Saleyards +\$8k and Gas +\$1k and Headache Hill Quarry (-\$400k) due to delayed commencement, Airports (-\$18.6k) due to delayed commercial arrangements (digital advertising). The remaining -\$563k



relates to recoverable-works revenue timing of Carnarvon Highway 24D Shared Concrete Pathway CN-23651 DTMR and RMPC Recoverable Works.

Note 4: Grant-related revenue is materially higher due to timing of capital grant receipts, while operating grants remain on budget. RRUP Program funding received earlier than budgeted, Federal Government Grants & Subsidies budgeted but not yet received. Annual budget is expected to be achieved.

Operating revenue

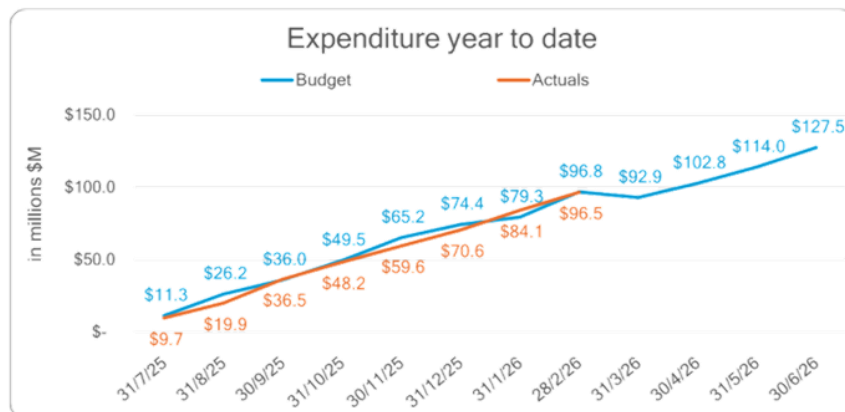


Commentary: Operating revenue YTD is \$109.44M, compared to Budget YTD of \$108.36M, is over budget by \$1.08M.

Notable variances:

- Higher revenue from sale revenue by \$643k.
- Higher fees & charges across waste, planning, water, sewerage, and internal standpipe usage.
- Higher recoverable works and quarry revenues in some locations (e.g., Roma Quarry).

Operating expenses



Commentary: Operating expenses YTD are \$96.54M, compared to Budget YTD of \$96.78M, is under budget by \$246k.

Notable variances

- No material variances.

Operating result

The net operating result of the Council's operation for YTD February 2026 is a surplus of \$1.33M.



Statement of Financial Position

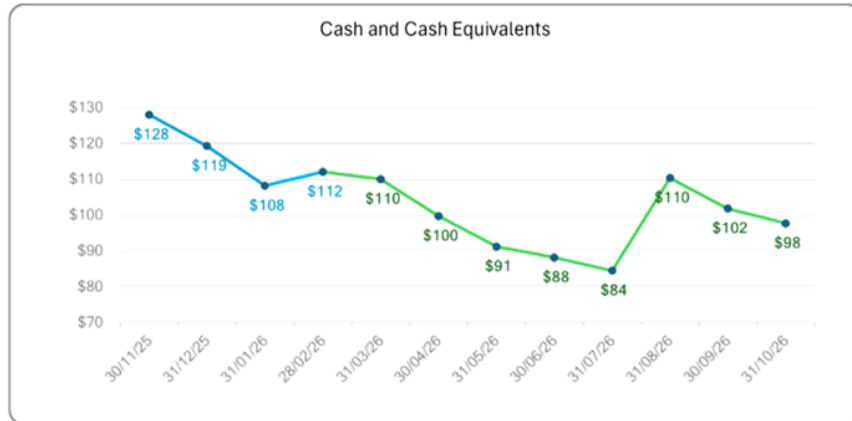
	YTD Actual Feb-25 \$'000	Annual Budget 2025/26 \$'000	YTD Actual Feb-26 \$'000
Assets			
Current assets			
Cash and cash equivalents	94,883	61,854	112,006
Contract assets	468	0	2,375
Inventories	2,630	2,523	2,569
Non-current assets held for sale	2,249	0	2,249
Receivables	22,358	10,275	26,312
Other assets	0	679	0
Total current assets	122,589	75,331	145,512
Non-current assets			
Property, Plant and equipment	1,070,939	1,146,979	1,130,784
Total non-current assets	1,070,939	1,146,979	1,130,784
Total assets	1,193,528	1,222,310	1,276,296
Liabilities			
Current liabilities			
Borrowings	1,137	1,545	1,519
Contract Liabilities	20,252	5,172	16,168
Other liabilities	508	497	508
Payables	13,666	7,187	13,338
Provisions	5,979	2,152	3,891
Total current liabilities	41,543	16,553	35,424
Non-current liabilities			
Non-current Borrowings	11,913	16,889	17,738
Non-current Contract Liabilities	0	0	7,706
Non-current Other liabilities	529	529	529
Non-current Provisions	47,838	51,860	54,089
Total non-current liabilities	60,279	69,278	80,062
Total liabilities	101,822	85,831	115,486
Net community assets	1,091,706	1,136,479	1,160,810
Community equity			
Asset revaluation reserve	478,615	502,606	513,643
Retained surplus	613,091	633,873	647,167
Total community equity	1,091,706	1,136,479	1,160,810



Cash Balance

Council's **cash balance** at the end of this month is \$112.0M

Council's **cash balance forecast** is:



Restricted Cash

Council's **externally restricted** cash balance is \$7.0M

Council's **internally restricted** cash balance is \$29.4M

Council's **unrestricted cash** balance is \$75.6M

Investment & Borrowings

The investment interest earned this YTD is \$3.3M

Investments	
	Current Balance
Fixed Interest Security	
At Call Deposit (1)	\$84,838,088
Term Deposits (25)	\$26,851,210
Total	\$111,689,298



Statement of Cash Flows

	YTD Actual Feb-25 \$'000	Annual Budget 2025/26 \$'000	YTD Budget Feb-26 \$'000	YTD Actual Feb-26 \$'000
Cash flows from operating activities				
Receipts from customers	53,197	85,070	61,297	56,977
Payments to suppliers and employees	(73,436)	(87,765)	(49,034)	(63,735)
Receipts for QRA flood events	37,910	20,110	21,620	33,340
Payments for QRA flood events	(7,033)	(20,110)	(21,620)	(15,951)
Payments for land held as inventory	0	2,249	2,249	0
Interest received	4,102	5,197	2,599	3,298
Rental income	458	724	483	466
Receipts from Operating Grants - other	2,186	791	499	1,257
Receipts from Operating Grants - FA grant	15,481	16,929	6,293	6,293
Borrowing costs	(291)	(731)	(366)	(366)
Other cash flows from operating activities	0	0	0	0
Net cash inflow from operating activities	32,575	22,465	24,020	21,580
Cash flows from investing activities				
Payments for property, plant and equipment	(29,946)	(107,742)	(57,962)	(40,172)
Proceeds from sale of property, plant and equipment	228	553	0	372
Capital Grants, subsidies, contributions	10,489	83,732	41,866	16,492
Other cash flows from investing activities	0	(9,995)	0	0
Net cash inflow from investing activities	(19,229)	(33,452)	(16,096)	(23,307)
Cash flows from financing activities				
Proceeds from borrowings	0	0	0	0
Repayment of borrowings	(460)	(1,492)	(746)	(729)
Net cash inflow from financing activities	(460)	(1,492)	(746)	(729)
Total cash flows				
Net increase in cash and cash equivalent held	12,885	(12,479)	7,178	(2,456)
Opening cash and cash equivalents	81,999	74,333	74,333	114,462
Closing cash and cash equivalents	94,884	61,854	81,511	112,006



Capital Works Statement of Expenditure

	Budget	YTD Budget	YTD Actual	Commitments	YTD Actuals & Commitments
	2025/26	Feb-26	Feb-26	Feb-26	Feb-26
	\$'000	\$'000	\$'000	\$'000	\$'000
Property					
Land	0	0	203	74	277
Land improvements	5,218	3,095	1,957	1,152	3,109
Total land	5,218	3,095	2,160	1,226	3,386
Buildings	30,973	18,404	8,299	14,718	23,017
Total buildings	30,973	18,404	8,299	14,718	23,017
Total property	36,191	21,499	10,459	15,944	26,403
Plant and equipment					
Plant, machinery and equipment	8,748	4,097	2,247	4,259	6,506
Audio visual, computers & telecommunications	383	188	219	0	219
Total plant and equipment	9,132	4,285	2,466	4,259	6,725
Infrastructure					
Roads, drainage & bridges	46,127	21,155	19,012	9,825	28,837
Water	3,777	1,976	752	346	1,098
Sewer	847	626	251	72	324
Gas	1,567	18	3	0	3
Airports & Aerodromes	2,434	769	27	17	44
Other infrastructure	3,582	512	472	0	472
Total infrastructure	58,334	25,056	20,518	10,260	30,778
Total capital works expenditure	103,656	50,839	33,443	30,463	63,906

Commentary:

Capital Project expenditure YTD, excluding commitments, is \$33.44M, compared to Annual Budget of \$103.67M.

This is a capital expenditure spend rate of 32%.

Total overall variance is (\$17.4M) between YTD budget and YTD actuals.

Notable variations include (\$0.39M) in Bitumen Extn Yuleba-Surat road RRUPP; (\$5.23M) for Denise Spencer Aquatic Centre; (\$1.64M) for Sale yards projects Renewal of Auctioneer Walkways Phase 2 - Western Side and Roma Saleyards Renewal & Offsetting Loading Ramps; (\$305k) Surat Water Clarifier Upgrade; (\$587k) for Vehicle rest area - Eastern Project to Roma are behind budget; (\$516k) Leachate Plan for Waste Facilities; (\$236k) Strom Water Upgrade for Roma Waste; (\$1.95M) Asphalt surfacing of heavy vehicle truckstop at Roma Truckstop Precinct; (\$272k) Mt Moffat bitumen widening; (\$698k) Roma Cultural Centre airconditioning renewal; (671k) Roma Airport Apron Reconstruction; (\$258k) The Wheat Shed commercial kitchen fitout; (1.85M) Plant Investment Program.



Whilst a YTD budget is reported here, improvements are planned for future reports. A continuous improvement goal of maturing the budget phasing for our Project Works will continue. This will ensure that we are further advancing the alignment of YTD Budget and YTD Actuals in future reports.

For detailed information on specific projects, please refer to the **Projects as at 28th February 2026 report** which is attached.

QRA Flood Events

This report provides an update on the Maranoa Regional Council Disaster Recovery program for the significant 2024 weather events, Tropical Cyclone Kirrily and associated rainfall and flooding (January/February 2024) and Western Queensland Rainfall and Flooding (March/April 2024). In addition, the recent 2025 weather events for Southwest Queensland Flooding and Rainfall (November/December 2024) and Western Queensland Surface Trough and Associated Rainfall and Flooding (March 2025) are now included.

Flood Recovery				
	Submitted	Approved	Budget	YTD Actual
	Feb-26	Feb-26	2025/26	Feb-26
	\$'000	\$'000	\$'000	\$'000
Income				
Operating revenue				
Grants, subsidies, contributions			20,110	21,620
Total operating revenue			20,110	21,620
Expenses				
Operating expenses				
Employee costs			4,035	3,634
Materials and services			14,125	18,640
Internal plant hire			1,950	2,286
Total operating expenses			20,110	24,560
Operating result			0	(2,940)

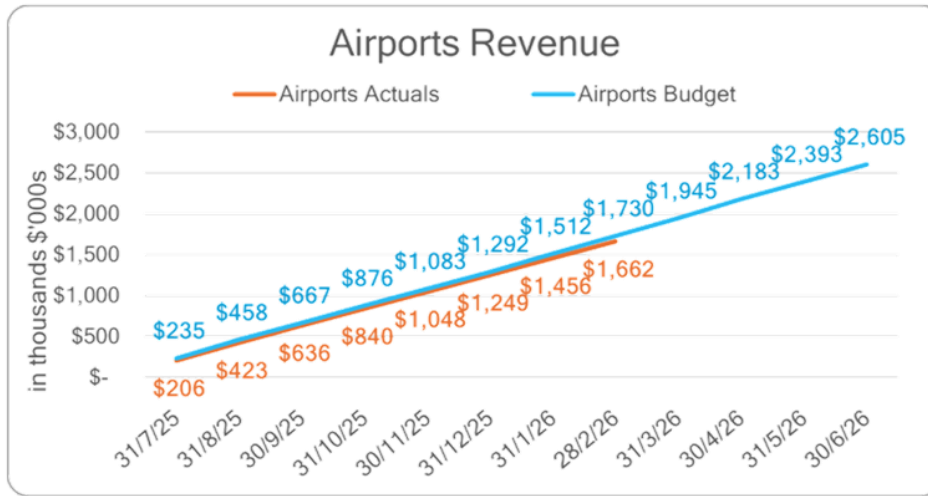
This report is being developed (Submitted and Approved information to come soon).



Business Units Performance

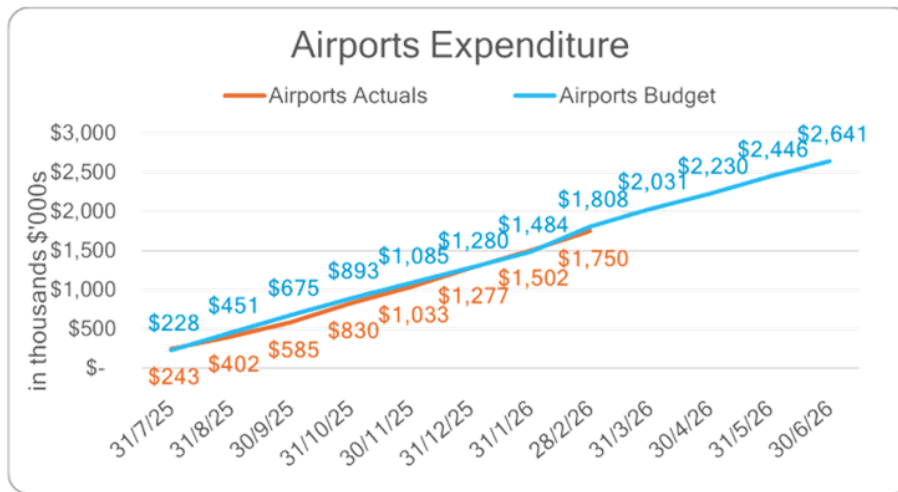
Airports

	Annual Budget	YTD Budget	YTD Actual	YTD Actual vs YTD Budget	YTD Actual as a % of YTD Budget
	2025/26	Feb-26	Feb-26	Feb-26	Feb-26
	\$'000	\$'000	\$'000	\$'000	Target 100%
Total Airports					
Operating revenue					
Fees and charges - commercial	2,552	1,711	1,661	(49)	97%
Other revenue	53	19	1	(19)	3%
Total operating revenue	2,605	1,730	1,662	(68)	96%
Operating expenses					
Employee costs	620	405	359	(47)	89%
Finance costs	63	42	42	0	100%
Materials and services	871	635	625	(11)	98%
Internal corporate overhead	242	162	162	0	100%
Depreciation	845	563	563	(0)	100%
Total operating expenses	2,641	1,808	1,750	(58)	97%
Total Airports Operating result	(36)	(78)	(88)	(10)	113%
Roma Airport					
Operating revenue					
Fees and charges - commercial	2,536	1,700	1,644	(56)	97%
Other revenue	53	19	1	(19)	3%
Total operating revenue	2,589	1,717	1,645	(75)	96%
Operating expenses					
Employee costs	585	383	331	(52)	86%
Finance costs	63	42	42	0	100%
Materials and services	780	575	574	0	100%
Internal corporate overhead	242	162	162	0	100%
Depreciation	608	405	397	(9)	98%
Total operating expenses	2,279	1,567	1,506	(61)	96%
Roma Airport Operating result	310	153	139	(14)	91%
Regional Airports					
Operating revenue					
Fees and charges - commercial	16	10	17	7	167%
Total operating revenue	16	10	17	7	167%
Operating expenses					
Employee costs	35	23	28	5	123%
Materials and services	91	61	50	(11)	83%
Depreciation	236	158	166	9	105%
Total operating expenses	362	241	244	3	101%
Regional Airports Operating result	(346)	(231)	(227)	4	98%



Commentary: Operating revenue YTD is \$1.66M, compared to Budget YTD of \$1.73M, is under budget by (\$68k).

Notable variances: The current YTD budget includes projected income from digital advertising; however, installation and arrangements are yet to be finalised.



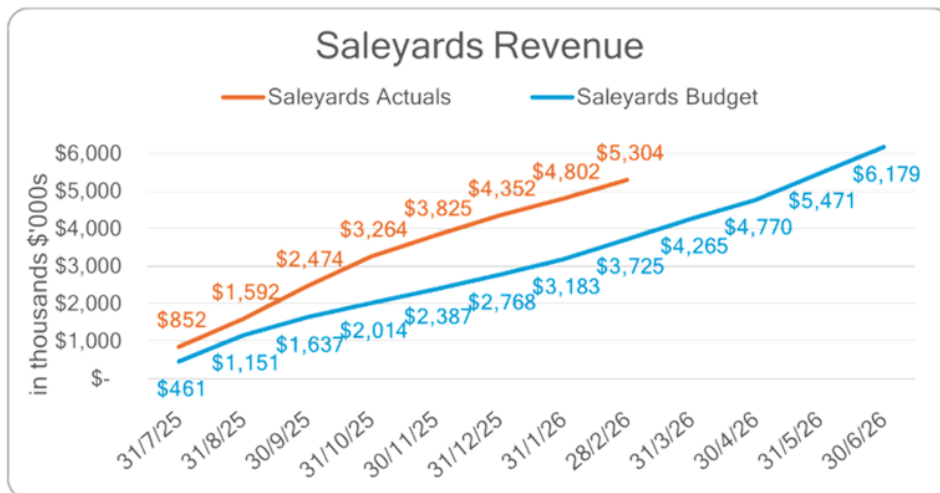
Commentary: Operating expenditure YTD is \$1.75M, compared to Budget YTD of \$1.81M, is under budget by \$58k.

Notable variances: Employee costs are lower than budget due to a vacancy that required backfilling by an external contractor.



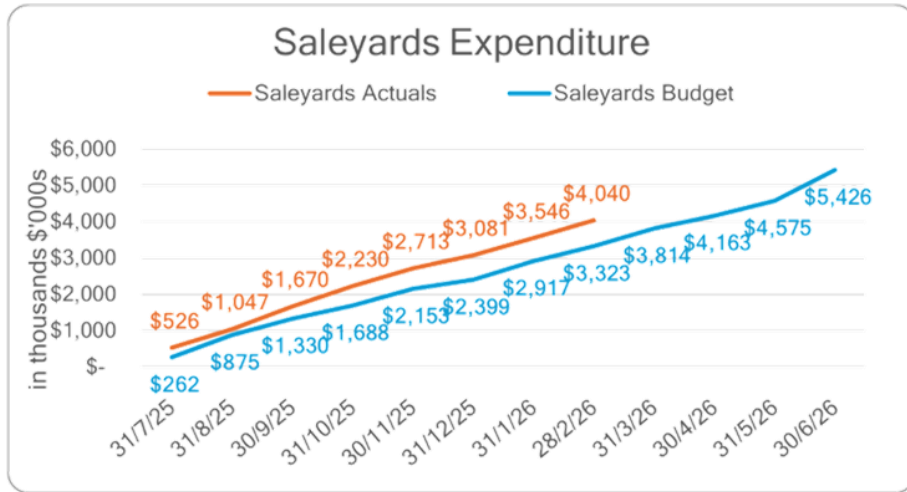
Saleyards

	Annual Budget	YTD Budget	YTD Actual	YTD Actual vs YTD Budget	YTD Actual as a % of YTD Budget
	2025/26	Feb-26	Feb-26	Feb-26	Feb-26
	\$'000	\$'000	\$'000	\$'000	Target 100%
TOTAL Saleyards					
Operating revenue					
Fees and charges - commercial	5,988	3,599	5,169	1,570	144%
Other revenue	191	126	134	8	107%
Total operating revenue	6,179	3,725	5,304	1,578	142%
Operating expenses					
Employee costs	930	487	697	211	143%
Finance costs	75	51	51	0	100%
Materials and services	3,531	2,193	2,701	508	123%
Internal corporate overhead	317	212	212	0	100%
Depreciation	572	381	380	(2)	100%
Total operating expenses	5,426	3,323	4,040	717	122%
Total Saleyards Operating result	753	402	1,263	861	314%



Commentary: Operating revenue YTD is \$5.30M, compared to Budget YTD of \$3.72M, is over budget by \$1.58M.

Notable variances: \$1.4M Higher Revenue due to strong throughput sales and \$173k higher truck wash fees.



Commentary: Operating expenditure YTD is \$4.04M, compared to Budget YTD of \$3.32M, is over budget by \$717k.

Notable variances: Higher Materials and Services costs were incurred due to increased use of external contractors associated with stronger sales activity, resulting in a variance of \$508k, including \$175k in additional contractors. Employee costs are also \$211k higher than budget, all positions filled and working overtime due to increased sales.

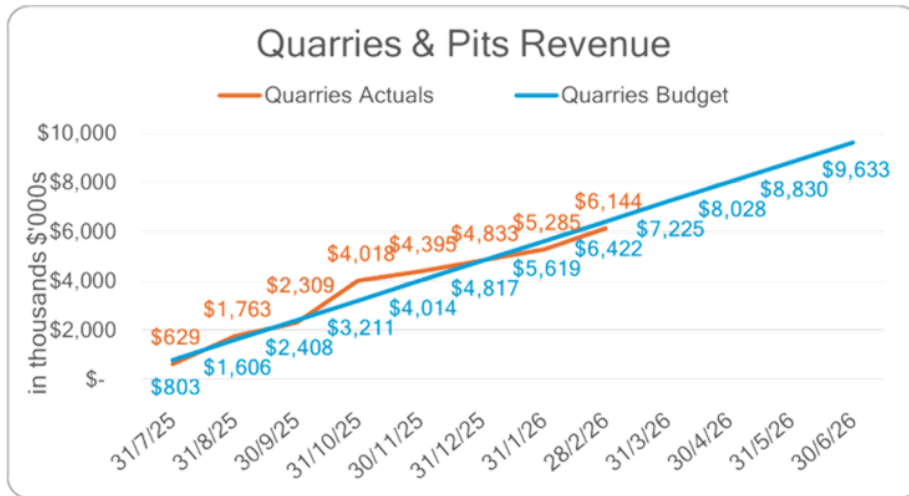


Quarries & Gravel Pits

	Annual Budget	YTD Budget	YTD Actual	YTD Actual vs YTD Budget	YTD Actual as a % of YTD Budget
	2025/26	Feb-26	Feb-26	Feb-26	Feb-26
	\$'000	\$'000	\$'000	\$'000	Target 100%
TOTAL Quarries & Gravel Pits					
Operating revenue					
Internal revenue	1,500	1,000	783	(217)	78%
Other revenue	2,104	1,403	1,842	439	131%
Sale of goods and major services	6,029	4,019	3,519	(501)	88%
Total operating revenue	9,633	6,422	6,144	(278)	96%
Operating expenses					
Employee costs	794	519	467	(52)	90%
Finance costs	30	0	0	0	0%
Materials and services	7,225	4,764	4,740	(24)	99%
Internal corporate overhead	333	222	222	0	100%
Depreciation	467	311	318	7	102%
Total operating expenses	8,849	5,816	5,748	(68)	99%
Total Quarries & Pits Operating result	784	606	396	(210)	65%
Roma Quarry					
Operating revenue					
Other revenue	1,504	1,003	1,842	839	184%
Sale of goods and major services	4,489	2,993	3,519	526	118%
Total operating revenue	5,993	3,996	5,360	1,356	134%
Operating expenses					
Employee costs	596	463	466	4	101%
Finance costs	0	0	0	0	0%
Materials and services	4,440	2,940	4,444	1,504	151%
Internal corporate overhead	167	111	111	0	100%
Depreciation	467	311	318	7	102%
Total operating expenses	5,669	3,825	5,340	1,514	140%
Roma Quarry Operating result	324	170	21	(150)	12%

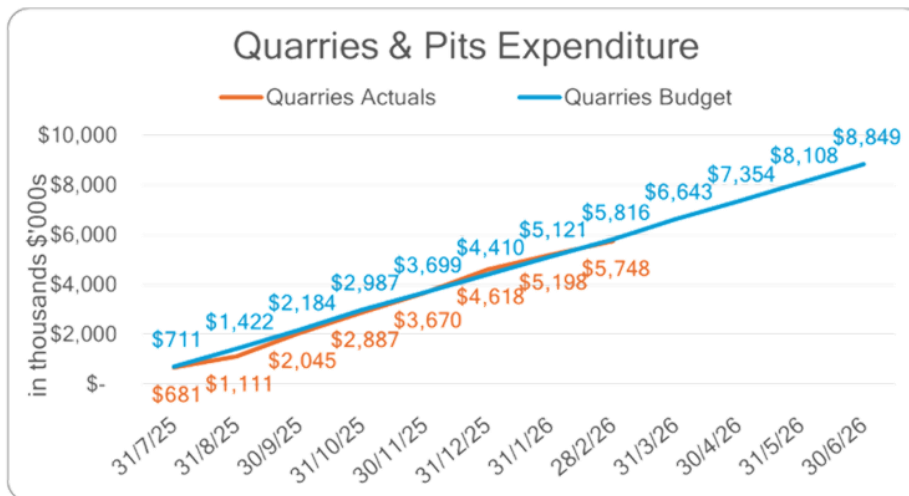


	Annual Budget	YTD Budget	YTD Actual	YTD Actual vs YTD Budget	YTD Actual as a % of YTD Budget
	2025/26	Feb-26	Feb-26	Feb-26	Feb-26
	\$'000	\$'000	\$'000	\$'000	Target 100%
Headache Hill Quarry					
Operating revenue					
Other revenue	600	400	0	(400)	0%
Sale of goods and major services	1,540	1,027	0	(1,027)	0%
Total operating revenue	2,140	1,427	0	(1,427)	0%
Operating expenses					
Employee costs	96	63	0	(63)	0%
Finance costs	30	0	0	0	0%
Materials and services	2,028	1,319	14	(1,305)	1%
Total operating expenses	2,154	1,381	14	(1,368)	1%
Headache Hill Quarry Operating result	(14)	45	(14)	(59)	(30%)
Quarry Pits					
Operating revenue					
Internal revenue	1,500	1,000	783	(217)	78%
Total operating revenue	1,500	1,000	783	(217)	78%
Operating expenses					
Employee costs	102	(6)	1	7	(16%)
Materials and services	757	505	282	(222)	56%
Internal corporate overhead	167	111	111	0	100%
Total operating expenses	1,026	609	394	(215)	65%
Quarry Pits Operating result	474	390	389	(1)	100%



Commentary: Operating revenue YTD is \$6.14M, compared to Budget YTD of \$6.42M, is under budget by (\$278k).

Notable variances: **Gravel Pits** (\$217k) Quarry pit works associated with DRFA activities have been deferred. Approximately \$100,000 is still expected to be realised this financial year, with the remaining works likely to occur in the next financial year; **Roma Quarry** \$839k YTD higher cartage for QRA flood events which are expected to slow in the coming months and \$526k YTD higher revenue reflects sales demand driven by both strong QRA sales and a market overall; **Headache Hill Quarry** (\$1.43M) YTD nil revenue due to delay in commencement.

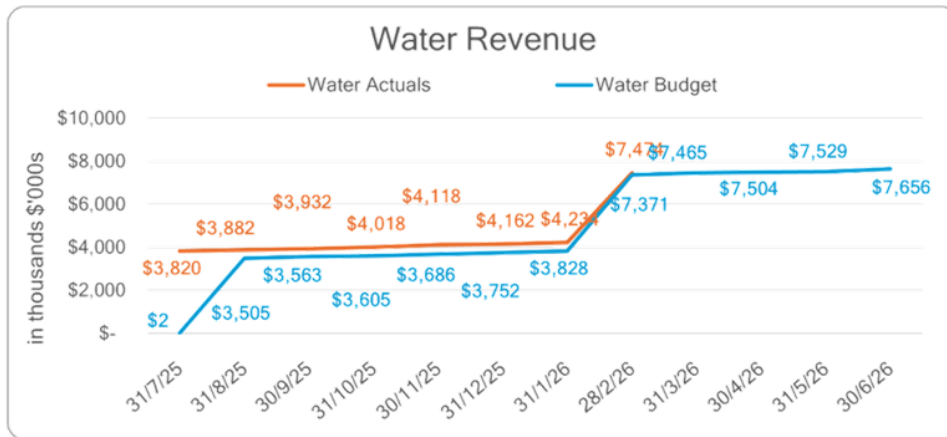


Commentary: Operating expenditure YTD is \$5.75M, compared to Budget YTD of \$5.82M, is under budget by (\$68k).

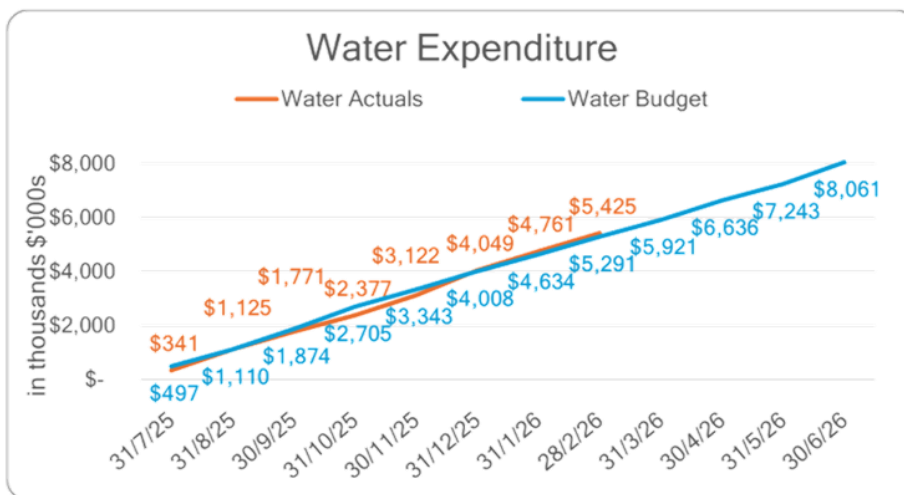
Notable variances: **Gravel Pits** Expenditure is (\$216k) below budget, primarily due to lower YTD activity for QRA. 100k Spend is expected to increase later in the financial year with the remainder likely to carry forward; **Roma Quarry** Expenditure is \$1.51M above budget, driven largely by flood-related works. This includes \$606k in increased cartage expenses, which aligns proportionately with higher revenue. Additional costs reflect increased production requirements due to strong market demand; **Headache Hill Quarry** Expenditure is (\$1.37M) below budget, attributed to delays in commencement of operations.



Water					
	Annual Budget	YTD Budget	YTD Actual	YTD Actual vs YTD Budget	YTD Actual as a % of YTD Budget
	2025/26	Feb-26	Feb-26	Feb-26	Feb-26
	\$'000	\$'000	\$'000	\$'000	Target 100%
Water					
Operating revenue					
Fees and charges - statutory	709	440	389	(51)	88%
Grants subsidies and contributions	0	0	0	0	0%
Internal revenue	25	13	58	46	459%
Rates and charges	6,922	6,918	7,027	107	102%
Sale of contract and recoverable works	0	0	0	0	0%
Total operating revenue	7,656	7,371	7,474	104	101%
Operating expenses					
Employee costs	1,557	1,020	1,074	53	105%
Finance costs	54	38	37	(1)	97%
Materials and services	3,737	2,424	2,454	30	101%
Internal corporate overhead	585	390	390	0	100%
Depreciation	2,128	1,419	1,470	52	104%
Total operating expenses	8,061	5,291	5,425	134	103%
Water Operating result	(405)	2,080	2,049	(30)	99%



Commentary: Operating revenue YTD is \$7.47M, compared to Budget YTD of \$7.37M, is over budget by \$103k.
Notable variances: Internal (MRC) use of water at standpipes up \$45k; and Water charges are up by \$109k due to higher water consumption and lower volume of transactions associated with fees and charges vary from month to month.



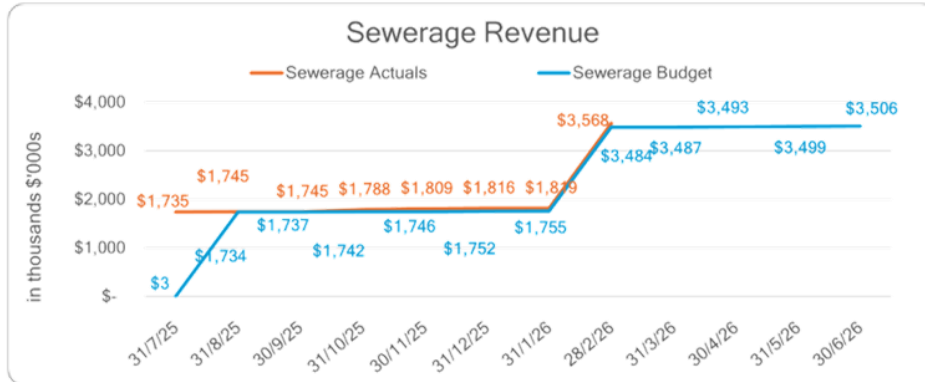
Commentary: Operating expenditure YTD is \$5.42M and Budget YTD is \$5.29M, is over budget by \$134k.

Notable variances: The variances identified are immaterial and are expected to normalise and align with the budget in subsequent months



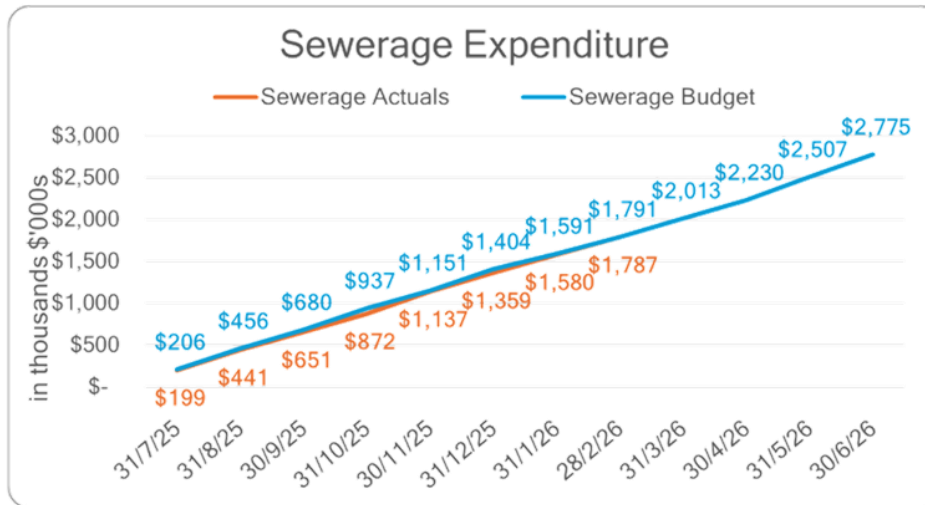
Sewerage

	Annual Budget	YTD Budget	YTD Actual	YTD Actual vs YTD Budget	YTD Actual as a % of YTD Budget
	2025/26	Feb-26	Feb-26	Feb-26	Feb-26
	\$'000	\$'000	\$'000	\$'000	Target 100%
Sewerage					
Operating revenue					
Fees and charges - commercial	46	28	68	41	247%
Rates and charges	3,460	3,456	3,499	43	101%
Total operating revenue	3,506	3,484	3,568	84	102%
Operating expenses					
Employee costs	510	335	363	28	108%
Finance costs	50	33	33	0	100%
Materials and services	728	432	406	(26)	94%
Internal corporate overhead	397	265	265	0	100%
Depreciation	1,090	727	720	(6)	99%
Total operating expenses	2,775	1,791	1,787	(4)	100%
Sewerage Operating result	730	1,693	1,781	88	105%



Commentary: Operating revenue YTD of \$3.57M, compared to Budget YTD of \$3.48M is ahead of budget with \$84k.

Notable variances: Higher revenue due to Connection Fees \$10k; Grey Water & Septic Disposal Fees \$23k; Rates Interest 12k; Private Works 8k; and Service charges \$31k.

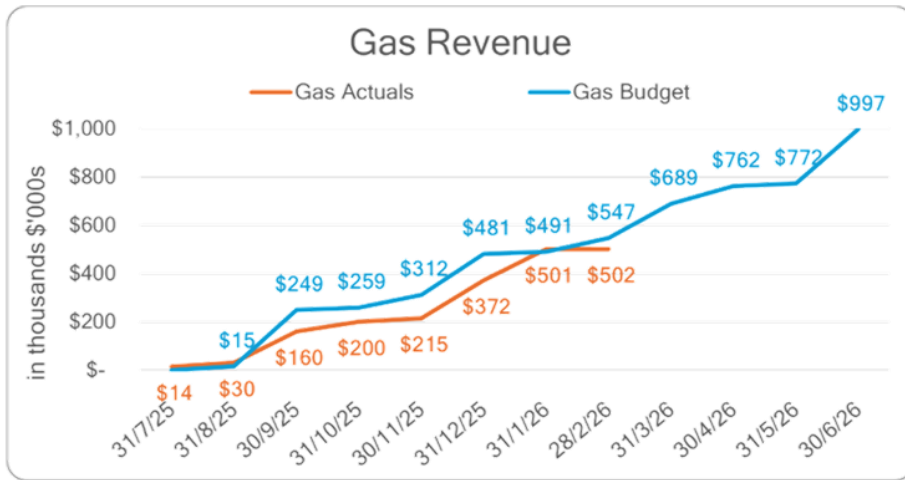


Commentary: Operating expenditure YTD of \$1.79M is generally aligned with Budget YTD of \$1.79M is under budget by (\$4k).

Notable variances: Employee costs over budget by \$28k Recent storm water inundation has effected after-hours callouts and this has reflected in the shift in budget and there has also been an issue with the level sensors in sewer pumpstation no. 1 Roma that cause multiple callouts for overflow /high level alarms - this has now been corrected. Material and services are under budget by (\$26k) as few materials and services have been required at this time for the sewerage systems across the region.

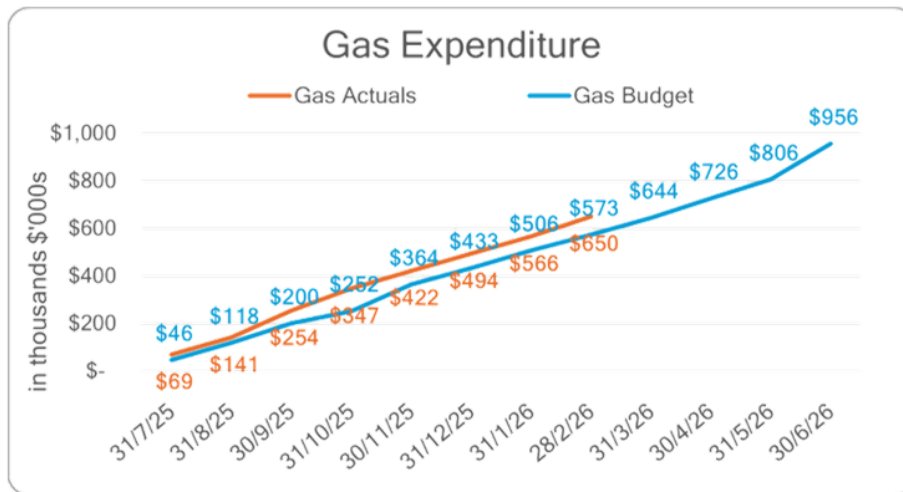


Gas					
	Annual Budget	YTD Budget	YTD Actual	YTD Actual vs YTD Budget	YTD Actual as a % of YTD Budget
	2025/26	Feb-26	Feb-26	Feb-26	Feb-26
	\$'000	\$'000	\$'000	\$'000	Target 100%
Gas					
Operating revenue					
Fees and charges - commercial	855	471	392	(79)	83%
Internal revenue	140	75	113	38	150%
Other revenue	2	0	1	1	0%
Rates and charges	0	0	(4)	(4)	0%
Total operating revenue	997	547	502	(45)	92%
Operating expenses					
Employee costs	129	85	110	26	130%
Materials and services	440	231	272	42	118%
Internal corporate overhead	112	75	75	0	100%
Depreciation	275	183	193	10	105%
Total operating expenses	956	573	650	77	113%
Gas Operating result	41	(26)	(148)	(122)	561%



Commentary: Operating revenue YTD is \$502k, compared to Budget YTD of \$547k under budget by (\$45k).

Notable variances: Commercial revenue is behind by (\$79k), primarily due to seasonal fluctuations in gas usage and conservative initial reduction of revenue from Roma pool operations. Revenue is anticipated to increase in the final quarter of the financial year and internal revenue is \$38k ahead of budget as Gas tariff incentive budget was projected lower, budget will be aligned as part of next Budget review.

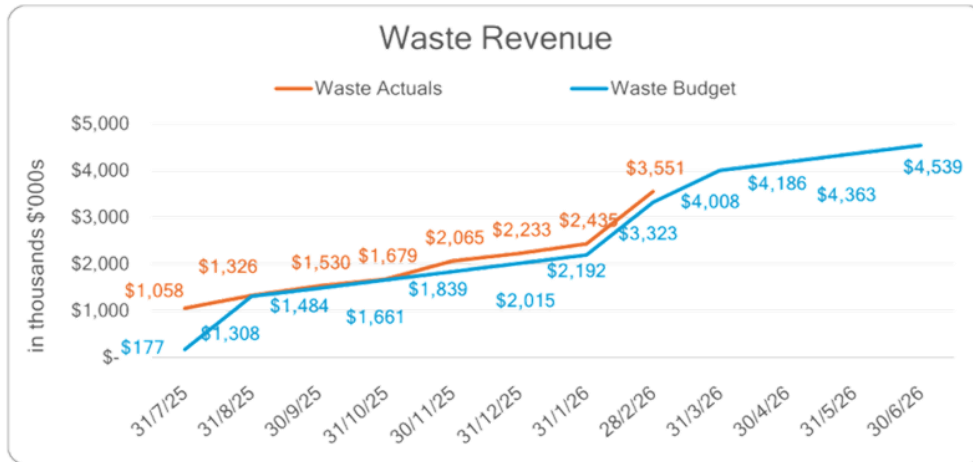


Commentary: Operating expenditure YTD is \$650k, compared to Budget YTD of \$573k, is over budget by \$77k.

Notable variances: \$42k additional costs in materials and services YTD expenditure includes significant private works undertaken for shared footpath project which was not included in budget. This expense will be offset with increase internal revenue once road project unit transfer revenue to gas unit on finalisation of costs to be invoiced. \$26k Higher employee costs this month reflect the filling of previously 2 vacant positions and allocation of the coordinator's wages to the Gas cost center, resulting in three wage streams now being charged to the business, budget will be aligned as part of next Budget review.

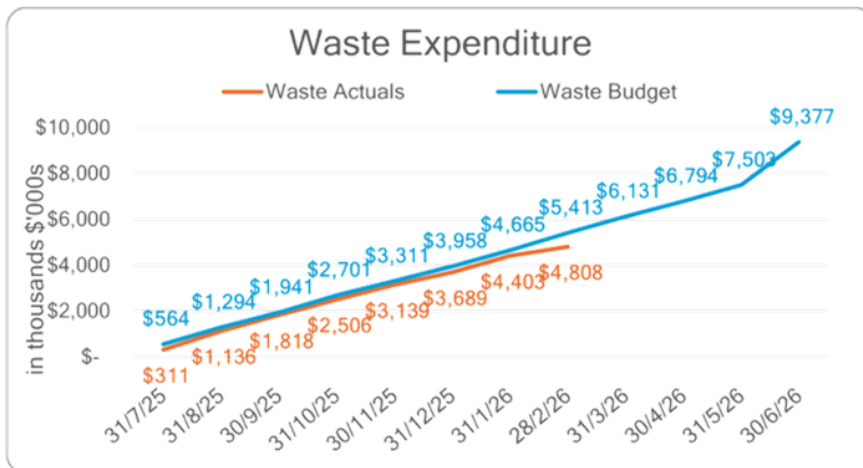


Waste					
	Annual Budget	YTD Budget	YTD Actual	YTD Actual vs YTD Budget	YTD Actual as a % of YTD Budget
	2025/26	Feb-26	Feb-26	Feb-26	Feb-26
	\$'000	\$'000	\$'000	\$'000	Target 100%
Waste					
Operating revenue					
Fees and charges - commercial	2,119	1,412	1,612	200	114%
Fees and charges - statutory	0	0	0	0	0%
Grants subsidies and contributions	508	0	0	0	0%
Rates and charges	1,912	1,911	1,938	28	101%
Total operating revenue	4,539	3,323	3,551	228	107%
Operating expenses					
Employee costs	1,121	729	693	(36)	95%
Finance costs	1,000	0	0	0	0%
Materials and services	6,614	4,256	3,684	(572)	87%
Internal corporate overhead	444	296	296	0	100%
Depreciation	197	131	135	3	103%
Total operating expenses	9,377	5,413	4,808	(605)	89%
Waste Operating result	(4,838)	(2,090)	(1,257)	832	60%



Commentary: Operating revenue YTD of \$3.55M compared to Budget YTD of \$3.32M is over budget by \$228k.

Notable variances: Refuse disposal fee in Roma higher than YTD budget by \$228k due to higher tonnage received from commercial/industrial, and construction/demolition customers, compared to last year.



Commentary: Operating expenditure YTD is \$4.81M, compared to Budget YTD of \$5.41M, is lower than budget by (\$605k).

Notable variances: Employee costs are (\$36k) lower than budget, primarily due to higher-than-expected vacancies, with 2 (FTE) positions remaining unfilled during the period and materials and Services being (\$572k) behind budget some external contractors have completed the required work but have not yet submitted invoices for processing. These costs are expected to be recognised in upcoming reporting periods, and overall expenditure is expected to align with the annual budget once all outstanding invoices are received.



Aged Debtors

Rates

This includes service charges such as water, sewerage, waste, and emergency management levies.

Commentary: Levies were issued in February which brought the outstanding balance to \$26.8M.

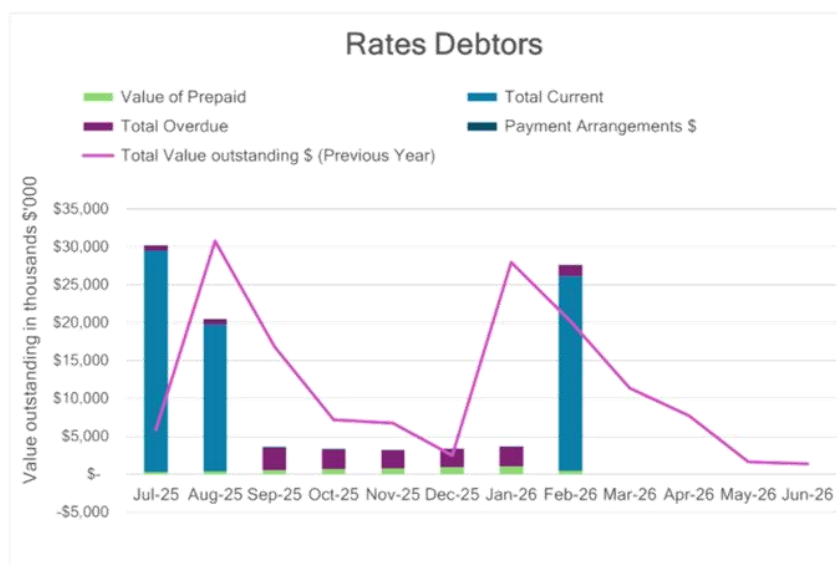
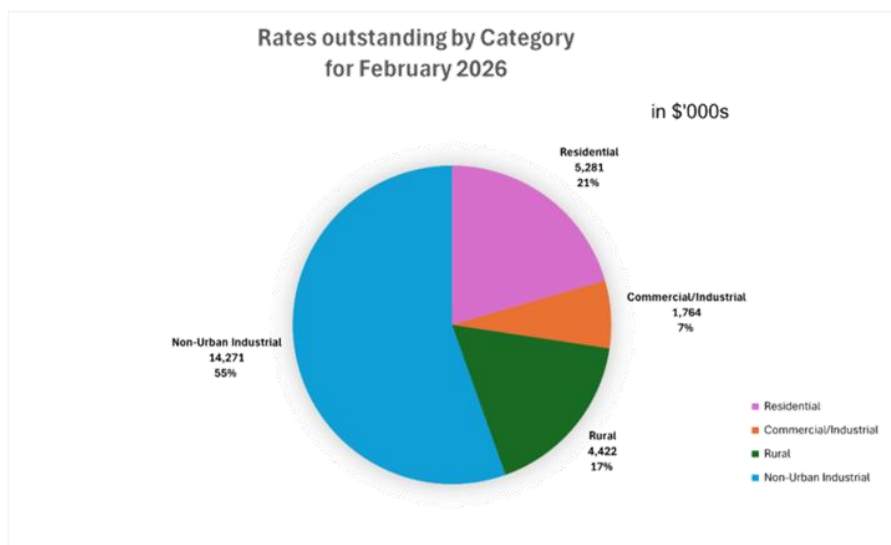
Total Outstanding Balance: \$26.8M across 6183 assessments

Prepayments: \$415k

Current 0-30 days: \$25.7M

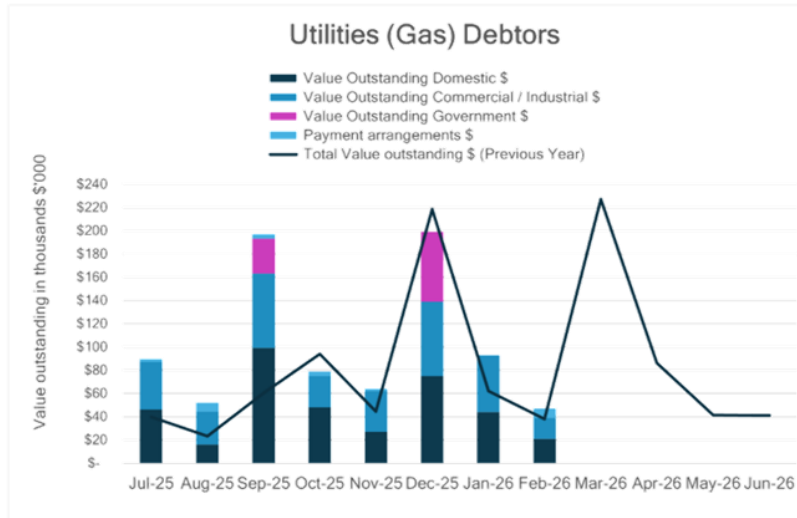
Overdue Balance: \$1.49M

Overdue Percentage: Currently approximately 2.6% of the annual rate base.



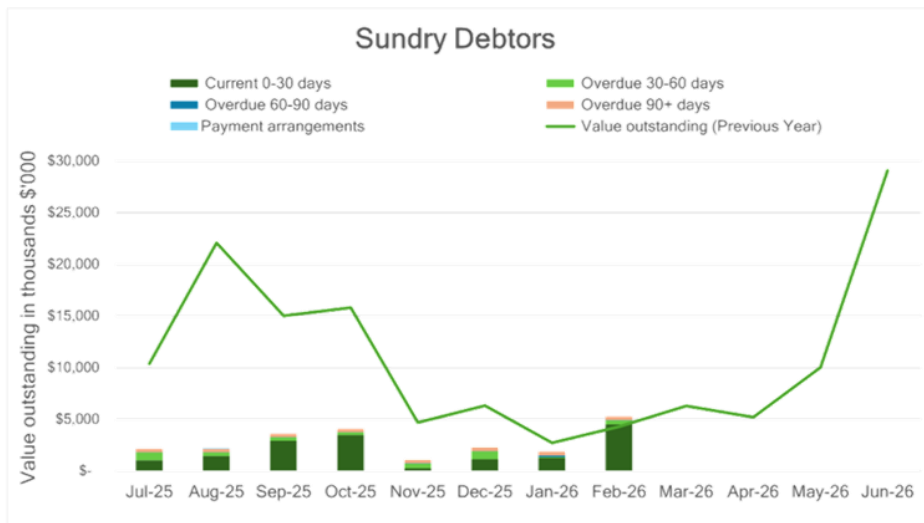


Utilities (Gas)



Total Outstanding Balance: \$39k.

Sundry Debtors



Total Outstanding at the end of this month: \$5.26M

Current 0-30 days: \$4.50M

30-60 days: \$370k

60-90 days: \$30k

90+ days: \$357k

Overdue Percentage: Currently 0.65% of the total annual invoices raised.



Total Overdue (+90 Days) \$357k

Category	Amount	Share
Airports (3 items)	\$296,007.84	83.41%
General Debtor	\$24,036.00	6.77%
Infrastructure Charges	\$21,000.00	5.92%

Together, these top three categories make up 96.10% of all +90-day overdue debt.

The remaining categories combined represent 3.90% of the total +90day overdue balance.

Procurement

Local spend

	MRC Local	All Invoices	% of Local
February 2026	\$6.26M	\$13.80M	45.36%
Year to Date	\$32.08M	\$96.04M	33.40%

Council's local spend YTD February 2026 was 33.4%.

Note: These values are based on Invoices paid.

Contracts awarded over \$200k

The following details of contracts are published in accordance with Section 237, "Publishing details of contracts worth \$200,000 or more" of the Local Government Regulation, 2012.

Contract Title	Supplier Name	Tender Value (excl. GST)	Month
Leachate and Stormwater Management Tender	Durack Civil Pty Ltd	938,458	February
Safe Movement and Access - Jockey Room 2 - Bassett Park	Brett Cherry Builders Pty Ltd	292,470	February
Roma Saleyards Improvement Projects	CJH Construction Pty Ltd	2,739,000	February



Glossary

Term	Definition
Book Value of Debt	The book value of the council's debt (QTC or other loans) as at the reporting date (i.e., 30 June).
Burn Rate	$\text{Burn Rate (\%)} = (\text{Total Amount Spent} / \text{Total Budget}) \times 100$ This gives you the percentage of the budget consumed. For example, if your project's total budget is \$100,000 and you have spent \$30,000 so far, the burn rate is 30%. This can be calculated at any point in time to show how much of the budget has been burned.
Capital Subsidies and Grants	Capital subsidies and grants are used by Council for the construction of specific assets and are recognised over time in line with completion of the construction works.
Community Equity	Equity includes accumulated retained surpluses and asset revaluation reserves which record the valuation adjustments to Council's existing non-current assets
Current Assets	Cash and other assets, like trade receivables, that are easily converted into cash. The actual cash balance will vary significantly throughout the year as rate receipts, loans and major payments are processed. Cash investment is managed by Council's Treasury Section.
Current Investments	An investment that has a maturity of 12 months or less (such as term deposits or other interest-earning investment/deposits), or an investment that council intends to convert into cash within 12 months from the time the investment was made.
Current Liabilities	Obligations that Council has to make payments for within the next financial year. This includes accounts payable and provisions for employee entitlements to annual and long service leave. It also includes the expected loan payment due in the next financial year.
Depreciation	Represents the consumption of property, plant and equipment and the reduction of the future value of the assets is recognised as a cost to Council. While this is a significant cost, it does not represent a cash outflow to Council.
Employee Benefits	Represents the total cost of staff employed in the delivery of Council services. Costs include wages, superannuation, employee leave entitlements and other On-costs. They will not include the costs of engaging contractors providing services to the Council on an outsourced basis.
Externally Restricted Cash	A local government's cash that is subject to restrictions or conditions by a third party which govern the use of these funds for general purposes. This does not include internal reserves of a council which can be accessed by a council resolution.
Fees and Charges	Revenue includes a mixture of regulated fees and user fees, for services provided by local governments, such as building application, development, town planning and property connection fees, licences, permits and parking fees, infringements, refuse fees, and other ad hoc fees and charges. The pattern of revenue for fees and charges reflects a mixture of billing cycles and seasonal variations.
Finance Costs	Interest on QTC loans, bank charges and doubtful debts expense.



Term	Definition
Infrastructure Assets	Those significant, enduring assets that facilitate ratepayers' access to social and economic facilities and services. These assets do not include land, plant and equipment, cultural and heritage assets, furniture and fittings, and intangible assets.
Infrastructure Assets	Those significant, enduring assets that facilitate ratepayers' access to social and economic facilities and services. These assets do not include land, plant and equipment, cultural and heritage assets, furniture and fittings, and intangible assets.
Interest Received	Interest is earned on surplus cash fund balances, QTC investments, and is also charged on overdue rates. The interest earned fluctuates throughout the year due to the timing of rates collections.
Loss on Disposal of PP&E	Loss on disposal of Property, Plant and Equipment (PP&E) represents the accounting value of an asset when it is retired. As it is an accounting entry only, it does not have a cash impact for Council.
Materials and Services	Costs incurred in the purchase of material or services necessary to deliver Council services. Includes plant hire, legal, software, external consultants, cleaning, utilities, maintenance costs, etc.
Miscellaneous Revenue	Miscellaneous revenue comprises of items that don't meet the definition for other categories. It includes reimbursements and recoveries, and external contract works.
Net Rates and Utility Charges	Rates, levies, and annual charges levied by a local government less discounts and concessions. Rates notices are usually issued in August and February each year. Revenue is accounted for in the one month that the rates notice is created.
Non-Current Assets	The value of property, plant and equipment and infrastructure assets including land, transport, drainage, water and sewerage infrastructure after depreciation, renewals, new capital works, contributed assets and revaluations are accounted for.
Non-Current Liabilities	The financial obligations relating to provisions for employee entitlements and debt that is not required to be paid within the next financial year.
Operational Grants, Subsidies, Contributions	Council receives support to fund and assist in the delivery of services. Financial assistance grants are federally funded and allocated via state Grant Commissions, whilst tiered grants are generally linked to the delivery of specific programs.
Outstanding debt	An outstanding balance is any amount of money that is still owed and has not been paid, regardless of whether it's overdue or not. Also known as 'Open balance'.
Overdue debt	An overdue balance is a specific type of outstanding balance where the payment deadline has passed, meaning the payment is late and the amount is now past due. Also known as Aged or Arrears.
Total Cash and Equivalents	A local government's cash and cash equivalents which are short-term or are at call in nature. Council should refer to Australian Accounting Standards 107 for guidance on what should be included in cash and cash equivalents.
Total Operating Expenditure	All council expenses minus capital items such as: » losses on disposal of assets, and » impairment losses » depreciation on right of use assets » interest on finance leases associated with right of use assets » other capital expenditure items as identified by the council
Total Operating Revenue	All council income minus capital items such as: » capital grants, subsidies, contributions, and donations » gains on disposal of assets » other capital revenue items as identified by the council
Written Down Replacement Cost	An asset's current replacement cost less accumulated depreciation.



Projects as at 28 February 2026

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
Administration and Information Services									
25963	Special Project - Application of Retention Schedules to Content Manager	No	Implementation/Construction	●	●	\$37,000	\$37,000	\$18,288	\$18,288
26285	Special Project - Design Roma Records Facility (replaces WO24521)	No	Open	○	○			\$65,914	\$0
Administration and Information Services Total:						\$37,000	\$37,000	\$84,202	\$18,288
Airport									
25048	Roma Airport - Energy Efficiency Project (CEUF)	Yes	Development/Pre-Construction	●	●	\$93,500	\$50,000	\$0	\$17,400
25939	Special Project - Roma Airport Terminal External and Generator Shed Repair	No	Implementation/Construction	●	●	\$85,000	\$85,000	\$20,000	\$56,900
25942	Capital Works - Advertising Devices at the Roma Airport	No	Implementation/Construction	●	●	\$19,200	\$19,200	\$6,160	\$0
25998	Capital Works - Roma Airport General Aviation Apron Reconstruction	Yes	Development/Pre-Construction	●	●	\$2,300,000	\$700,000	\$28,560	\$0
25999	Capital Works - Review of Design for Roma Airport Regular Public Transport Apron Reconstruction	No	Design	○	●	\$0	\$0		\$0
26001	Special Works - Preparation works for Lease Site on Roma Airport	No	Development/Pre-Construction	○	●	\$35,600	\$35,600		\$0
Airport Total:						\$2,533,300	\$889,800	\$54,720	\$74,300
Arts and Culture									
25941	Special Project - A Regional Arts & Culture Strategy 2025-2030	No	Design	○	●	\$21,000	\$10,500		\$0
Arts and Culture Total:						\$21,000	\$10,500		\$0
Bassett Park									
22958	Bassett Park kitchen - design only	No	Design	○	●	\$120,000	\$0		\$0
24650	Bassett Park Roma - Jockey Room Stage 2 Stage Safe Movement and Access	No	Development/Pre-Construction	●	●	\$307,000	\$0	\$0	\$292,470
24748	Bassett Park Roma - site power and infrastructure works	No	Development/Pre-Construction	●	●	\$119,677	\$100,000	\$4,729	\$126,874
26002	Capital Works - Bassett Park - Replacement of temp amenities block Netball Courts area with a new mobile toilet facility	No	Initiation & Definition	●	○	\$65,230	\$0		\$0
26003	Capital Works - Roma Netball Court resurface	No	Development/Pre-Construction	○	●	\$150,000	\$0	\$0	\$117,548
Bassett Park Total:						\$761,907	\$100,000	\$4,729	\$536,892
Big Rig									
26004	Capital Works - Big Rig Journey Through Time Renewal	No	Development/Pre-Construction	●	●	\$192,000	\$48,000	\$19,772	\$78,848
26005	Capital Works - Big Rig - Night Show Audio Visual Renewal	No	Development/Pre-Construction	●	●	\$40,000	\$20,000	\$22,750	\$24,752
26006	Capital Works - Big Rig Oil Patch Museum Audio Visual Renewal	No	Development/Pre-Construction	●	●	\$46,000	\$23,000	\$22,750	\$36,090
26018	Capital Works - Big Rig Public Toilet refurbishment	No	Implementation/Construction	●	●	\$40,000	\$40,000	\$42,272	\$12,220
Big Rig Total:						\$318,000	\$131,000	\$107,544	\$151,910
Calico Cottage									
24529	Wallumbilla Calico Cottage Toilets - Treatment System Upgrade - design and replacement	No	Implementation/Construction	●	●	\$60,000	\$60,000	\$47,494	\$2,197
Calico Cottage Total:						\$60,000	\$60,000	\$47,494	\$2,197

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
Camp									
25960	Capital Works - Design and Install Bollon Camp Roof	No	Design	●	●	\$90,000	\$0	\$0	\$2,750
Camp Total:						\$90,000	\$0	\$0	\$2,750
Caravan Parks									
25058	Injune Caravan Park - safety lighting & electrical rectification	No	Project Complete	●	●	\$4,108	\$4,108	\$4,108	\$0
Caravan Parks Total:						\$4,108	\$4,108	\$4,108	\$0
Cemeteries									
25054	Roma Cemetery - further work at Cemetery including urgent drainage	No	Implementation/Construction	●	●	\$74,845	\$74,845	\$60,537	\$0
25990	Capital Works - Injune Cemetery Expansion - Fence Relocation	No	Project Complete	●	●	\$35,000	\$35,000	\$27,937	\$0
26034	Special Project - Cemeteries Master Plan	No	Implementation/Construction	●	●	\$90,000	\$0	\$58,540	\$30,732
Cemeteries Total:						\$199,845	\$109,845	\$147,015	\$30,732
Community Safety									
24935	Security Camera Purchases 2023-2024 APLNG Funding	Yes	Implementation/Construction	●	●	\$235,201	\$235,201	\$207,595	\$0
26065	Special Project - Digital Evidence & Safety Enhancement Project	No	Development/Pre-Construction	●	●	\$33,000	\$33,000	\$24,252	\$3,570
26067	Special Project - Selective Regulatory Compliance Inspection Program resources.	No	Project Complete	●	●	\$54,000	\$54,000	\$25,422	\$23,921
Community Safety Total:						\$322,201	\$322,201	\$257,268	\$27,491
Council Housing									
23702	56 Ronald Street Injune - External paint and asbestos removal of soffits and vent pipe	No	Project Complete	●	●	\$9,780	\$9,780	\$9,780	\$0
24639	19 College St Wallumbila (Units) – Replace Septic System with Two Systems & Replace Damaged Fences	No	Implementation/Construction	●	●	\$32,173	\$32,173	\$0	\$25,664
25060	Feather Street Roma House Relocation	No	Implementation/Construction	●	●	\$83,271	\$0	\$44,957	\$77,858
25156	50 Stephenson Street Yuleba - Insurance Works - LGM Claim PR0044828 - Repair Internal Walls and other damage caused by vandals	No	Project Complete	●	●	\$35,500	\$35,500	\$35,500	\$0
25343	W4Q Construction of Housing Solutions in Roma for the Maranoa (Queen St and Crawford St Roma)	Yes	Design	→	●	\$154,330	\$104,000	\$32,894	\$18,870
25780	8 Perry Street Yuleba - Restumping Design	No	Project Complete	●	●	\$3,400	\$0	\$3,400	\$0
25814	118 William Street Surat - replace floor coverings	No	Project Complete	●	●	\$9,945	\$2,876	\$9,945	\$0
25816	27 Edinburgh Street Mitchell - Kitchen Replacement and Repaint	No	Development/Pre-Construction	○	●	\$41,017	\$0	\$0	\$41,017
25884	118 William Street Surat – Kitchen and Paint Renewal	No	Implementation/Construction	●	●	\$62,845	\$0	\$49,630	\$19,010
25885	11 Adelaide Steet Mitchell – Kitchen Renewal	No	Implementation/Construction	●	●	\$28,234	\$0	\$0	\$28,234
25886	7 Elmer Street Roma - Boundary Fence	No	Project Complete	●	●	\$6,881	\$0	\$6,881	\$0
25908	37 Charles Street Surat - External Paint	No	Development/Pre-Construction	○	●	\$13,480	\$0	\$0	\$12,255
25912	91A Burrowes Street Surat Upgrade to Airconditioning	No	Project Complete	●	●	\$9,111	\$0	\$9,111	\$0
25913	91A Burrowes Street Surat Restumping (refer WO24647 also)	No	Development/Pre-Construction	○	●	\$56,000	\$0	\$0	\$52,485
25914	Unit 1, 1 Broughton Street Injune Airconditioning Upgrade	No	Project Complete	●	●	\$6,000	\$0	\$6,318	\$0
25917	8 Perry Street Yuleba External Paint	No	Development/Pre-Construction	○	●	\$13,541	\$0	\$0	\$12,310
25918	50 Stephenson Street Yuleba External Paint	No	Development/Pre-Construction	○	●	\$12,815	\$0	\$0	\$11,650

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
25931	11 Adelaide Street Mitchell Airconditioning Upgrades	No	Project Complete	●	●	\$0	\$0	\$0	\$0
25932	36 Edinburgh Street Mitchell Carport	No	Project Complete	●	●	\$8,295	\$0	\$8,295	\$0
25933	18 Stephenson Street Yuleba – Replace floor coverings	No	Project Complete	●	●	\$19,350	\$0	\$19,350	\$0
25934	17 Flinders Street Yuleba – External paint, Kitchen Cabinets and tank removal	No	Implementation/Construction	●	●	\$15,554	\$0	\$14,947	\$14,140
25971	Capital Works - Housing Renewal Program - Budget Only	No	Project Complete	●	●	\$23,552	\$0		\$0
25972	Capital Works - Housing Upgrade Program - Budget Only	No	Project Complete	●	●	\$0	\$0		\$0
25973	Capital Works - 20 Queen Street Roma Construction of 3 Units W4Q	No	Design	→	●	\$457,500	\$5,000		\$0
25974	Capital Works - 2 Crawford Street (91 Miscamble St) Roma Construction of 3 Units W4Q	No	Design	→	●	\$457,500	\$10,000		\$0
26068	Special Project - Maranoa Local Area Housing Action Plan	No	Initiation & Definition	○	●	\$30,000	\$15,000		\$0
26078	Capital Works - 24 Garden Street Yuleba - Kitchen, bathroom renew	No	Project Complete	●	●	\$54,622	\$54,622	\$54,622	\$0
26079	Capital Works - 26 Garden Street Yuleba - Kitchen, floor coverings & Internal Painting	No	Project Complete	●	●	\$25,869	\$25,869	\$25,869	\$0
26080	Capital Works - 2 Elizabeth Street Mitchell Repaint	No	Project Complete	●	●	\$24,358	\$24,358	\$24,358	\$0
26081	Capital Works - 11 Adelaide Street Mitchell Repaint	No	Implementation/Construction	●	●	\$34,199	\$0	\$0	\$31,090
26082	Capital Works - 11 Adelaide Street Mitchell fence replacement	No	Project Complete	●	●	\$18,052	\$18,052	\$18,052	\$0
26084	Capital Works - Unit 1 19 College Street Wallumbilla - kitchen bathroom and painting	No	Project Complete	●	●	\$80,030	\$0	\$80,031	\$0
26105	Capital Works - 16 Third Avenue Injune External Painting	No	Project Complete	●	●	\$7,210	\$7,210	\$7,210	\$0
26106	Capital Works - 54 Ronald Street Injune External Painting	No	Project Complete	●	●	\$9,120	\$9,120	\$9,120	\$0
26107	Capital Works - 1 Broughton Street Injune External Painting	No	Project Complete	●	●	\$16,520	\$16,520	\$16,520	\$0
Council Housing Total:						\$1,860,054	\$370,080	\$486,789	\$344,583
Depot									
25679	Cartwright Street Roma Depot - ceiling replacement - engineering/kitchen/morning tea area/procurement	No	Project Close	●	●	\$60,500	\$60,500	\$54,051	\$0
Depot Total:						\$60,500	\$60,500	\$54,051	\$0
Development Facilities and Environment									
25970	Special Project - Planning (PEC) Project	No	Development/Pre-Construction	●	●	\$100,000	\$60,000	\$3,296	\$0
26157	Special Project - SSF Dargal Road Master Plan and Maranoa Planning Scheme amendment	No	Open	○	○			\$2,975	\$0
Development Facilities and Environment Total:						\$100,000	\$60,000	\$6,271	\$0
Disaster Management									
25565	Roma SES Building - Design upgrade of building	No	Implementation/Construction	●	●	\$27,375	\$20,000	\$2,610	\$0
Disaster Management Total:						\$27,375	\$20,000	\$2,610	\$0
Economic and Community Development									
24792	Childcare Sector Study Bursary Scheme	No	Implementation/Construction	●	●	\$95,000	\$1,000	\$4,000	\$0
26063	Special Project - Community event planning workshop series	No	Initiation & Definition	●	●	\$10,000	\$2,000	\$3,269	\$364
26064	Special Project - Maranoa Nursing Advancement Bursary program	No	Project Complete	●	●	\$50,000	\$50,000	\$50,000	\$0
Economic and Community Development Total:						\$155,000	\$53,000	\$57,269	\$364

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
Economic Development									
25949	Special Project - Renewal of the Economic Development Strategy	No	Initiation & Definition	○	●	\$25,000	\$12,500		\$0
Economic Development Total:						\$25,000	\$12,500		\$0
Emergency Management									
24334	Maranoa Region-wide flood risk management program and flood study - 2021-22 Flood Risk Management Program	Yes	Implementation/Construction	●	●	\$800,000	\$0	\$63,817	\$647,589
24841	Gauging Station & Flood Warning Sign - Bungil Creek 3 - Bungil Street	Yes	Project Complete	●	●	\$22,500	\$22,500	\$22,244	\$0
24842	Gauging Station & Flood Warning Sign - Bungil Creek 4 - East Miscamble Street	Yes	Project Complete	●	●	\$24,500	\$24,500	\$25,496	\$0
25566	Surat SES Building - Installation of Shade Awning (SES Accommodation Unit)	Yes	Development/Pre-Construction	●	●	\$27,375	\$27,375	\$2,250	\$48,671
25567	Wallumbilla SES Building - Additional Storage Container	Yes	Project Complete	●	●	\$18,250	\$18,250	\$16,075	\$0
Emergency Management Total:						\$892,625	\$92,625	\$129,882	\$696,260
Enterprise Risk Quality Safety									
26061	Special Project - Workplace Health and Safety - Operating Initiatives	No	Open	○	○	\$192,750	\$0		\$0
Enterprise Risk Quality Safety Total:						\$192,750	\$0		\$0
Environmental Health									
24851	2023-2024 Maranoa Flying Fox Management Surat - MarRC FFRMPQP R6 001053	Yes	Project Complete	●	●	\$39,736	\$39,736	\$11,298	\$0
Environmental Health Total:						\$39,736	\$39,736	\$11,298	\$0
Facilities									
23590	Buildings Asset Management Plan	No	Implementation/Construction	●	●	\$28,558	\$28,558	\$90,328	\$0
24465	Emergent repairs in council buildings across the region e.g. asbestos	No	Open	○	○	\$49,786	\$0		\$0
26100	Update Council's Asbestos Register	No	Implementation/Construction	●	●	\$50,000	\$50,000	\$160	\$44,000
Facilities Total:						\$128,344	\$78,558	\$90,488	\$44,000
Finance									
26066	Special Project - General Ledger Chart of Account Restructure	No	Initiation & Definition	○	●	\$25,000	\$0		\$0
Finance Total:						\$25,000	\$0		\$0
Flood Mitigation									
22895	Purchasing and installing pumps for the levee	No	Development/Pre-Construction	→	●	\$787,701	\$0		\$0
Flood Mitigation Total:						\$787,701	\$0		\$0
Galleries & Libraries									
26015	Capital Works - Mitchell library/ gallery - Install shade sails over grassed area	No	Development/Pre-Construction	○	●	\$5,000	\$5,000		\$0
24497	Roma Community Arts Centre / Roma Library - investigate repairs to leaking roof	No	Implementation/Construction	●	●			\$16,304	\$0
Galleries & Libraries Total:						\$5,000	\$5,000	\$16,304	\$0

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
Gas Network									
26031	Capital Works - Gas Valve Replacement Program Roma	No	Implementation/Construction	●	●	\$35,000	\$18,047	\$3,047	\$0
Gas Network Total:						\$35,000	\$18,047	\$3,047	\$0
Great Artesian Spa									
24501	Contribution construction new gym Mitchell	No	Implementation/Construction	●	●	\$21,113	\$21,113	\$10,676	\$13,996
25968	Capital Works - Great Artesian Spa Generator	No	Implementation/Construction	●	●	\$39,186	\$39,186	\$35,557	\$0
26073	Capital Works - Great Artesian Spa - repair of flooring amenities	No	Development/Pre-Construction	○	●	\$50,000	\$0		\$0
Great Artesian Spa Total:						\$110,299	\$60,299	\$46,233	\$13,996
Halls & Community Centres									
22371	New community, council and tourism precinct in Wallumbilla (Calico) refer WO20358 for design)	Yes	Project Complete	●	●	\$274,012	\$274,012	\$222,782	\$0
22906	Injune Hall Critical Works - flooring and stumps	No	Design	●	●	\$65,000	\$0	\$0	\$0
24394	Amby Hall Restumping	No	Project Complete	●	●	\$9,600	\$9,600	\$4,600	\$0
24395	Mitchell Hall Stumping Works	No	Design	○	●	\$107,000	\$0		\$0
24513	Mitchell RSL upgrade kitchen	No	Design	●	●	\$30,000	\$23,000	\$3,060	\$0
25056	Mitchell RSL Complex - upgrade kiosk including new stainless steel sinks roller door and air-conditioning	No	Development/Pre-Construction	○	●	\$35,000	\$20,000	\$3,215	\$524
25936	Capital Works - Injune Museum Fit Out	Yes	Development/Pre-Construction	●	●	\$265,000	\$162,500	\$13,161	\$220,420
25951	Capital Works - Renew Amby Hall Roof and Guttering Replacement	No	Project Complete	●	●	\$120,000	\$120,000	\$100,509	\$0
26008	Capital Works - Replace large section of roof at Roma Community Arts Centre	No	Development/Pre-Construction	●	●	\$150,000	\$0	\$5,039	\$0
26043	Capital Works - Surat Shire Hall Airconditioning	No	Design	○	●	\$75,000	\$75,000	\$0	\$11,067
26076	Capital Works - Surat Shire Hall Fan Replacement Project	No	Project Complete	●	●	\$20,000	\$20,000	\$6,182	\$0
26118	Capital Works - The Wheat Shed Wallumbilla - Commerical Kitchen Fitout	Yes	Development/Pre-Construction	●	●	\$260,000	\$260,000	\$2,375	\$279,977
Halls & Community Centres Total:						\$1,410,612	\$964,112	\$360,923	\$511,988
Information Technology									
24463	Injune Fixed Wireless Contribution - RCP	No	Implementation/Construction	→	●	\$86,889	\$43,445		\$0
25137	Azure Landing Zone development	No	Project Complete	●	●	\$12,770	\$12,770	\$0	\$4,286
25138	Spatial System Migration	No	Implementation/Construction	●	●	\$149,447	\$113,123	\$153,276	\$0
25139	Authority Reflect Platform (field inspection and defect collection and management)	No	Implementation/Construction	→	●	\$18,110	\$18,110		\$0
25964	Special Project - Roma Infrastructure Depot CCTV Security Enhancement Project	No	Design	●	●	\$10,000	\$10,000	\$7,418	\$0
25965	Special Project - Azure Cloud Migration	No	Implementation/Construction	●	●	\$60,000	\$60,000	\$25,860	\$2,995
25966	Special Project - Continuing Maranoa Regional Council - Maranoa Planning Scheme 2017 Property Report	No	Development/Pre-Construction	○	●	\$35,000	\$8,750		\$0
25975	Capital Works - Network Switch Replacement Program	No	Implementation/Construction	●	●	\$70,000	\$0	\$75,609	\$0
25976	Capital Works - Data Centre UPS Replacement	No	Project Close	●	●	\$16,000	\$16,000	\$15,062	\$0
26010	Capital Works - Mitchell Hall Sound and Projection	No	Open	○	○	\$25,000	\$25,000		\$0
26074	Capital Works - Workstation Replacement Program	No	Project Close	●	●	\$147,000	\$147,000	\$128,633	\$0
Information Technology Total:						\$630,216	\$454,198	\$405,858	\$7,281

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
Kerb and Channel									
23651	Tiffin Street North (Western side only) Roma New kerb and channel and seal to kerb - George Street East to Bungil Street	No	Project Close	●	●	\$244,610	\$110,185	\$219,472	\$0
24574	Kerb and Channel Third Avenue Injune - Hutton Street to Ronald Street (plus widen to kerb)	No	Development/Pre-Construction	○	●	\$350,000	\$0		\$0
26000	Capital Works - Kerb and Channel - Arthur Street (Twine to Ivy Street) Roma	No	Implementation/Construction	●	●	\$416,000	\$416,000	\$48,769	\$0
26009	Capital Works - Jackson Street Roma - New Kerb and Channel	No	Project Close	●	●	\$281,823	\$281,823	\$117,338	\$0
26028	Capital Works - Kerb and Channel replacement – Bowen Street near Commonwealth Hotel	No	Development/Pre-Construction	●	●	\$55,000	\$55,000		\$0
Kerb and Channel Total:						\$1,347,433	\$863,008	\$385,579	\$0
Land									
26069	Capital Works - Roma Police Paddocks Subdivision (Dargal Road and Richardsons Lane) - Stage 1	Yes	Design	●	●	\$500,000	\$315,000	\$295,277	\$149,611
26284	Capital Works - 116 William Street Surat Land 1SP188008 - Fencing	No	Development/Pre-Construction	●	●			\$4,711	\$14,983
Land Total:						\$500,000	\$315,000	\$299,988	\$164,594
Libraries									
25954	Special Project - Maranoa Library Strategic Plan	No	Development/Pre-Construction	●	●	\$25,000	\$0	\$0	\$0
Libraries Total:						\$25,000	\$0	\$0	\$0
Parks and Gardens									
23566	Yuleba Community Projects Main Street youth & recreation liveability improvements APLNG	Yes	Project Close	→	●	\$573,338	\$573,338	\$514,843	\$0
25063	Roma Pump Track – Rework Exit and Isolated Safety Improvements	No	Project Close	●	●	\$73,708	\$73,708	\$72,103	\$0
25064	Regional Parks Repairs - Public Safety risk/hazard next 3 years	No	Project Complete	●	●	\$49,062	\$49,062	\$49,062	\$0
25065	Heroes Avenue Roma - Town Beautification including replace/install new concrete surrounds around Bottle trees in streets	No	Project Complete	●	●	\$20,000	\$20,000	\$20,000	\$0
25395	W4Q 2024-27 Master Planning and Options Analysis of Priority Open Spaces in Surat and Injune	Yes	Implementation/Construction	●	●	\$55,000	\$30,000	\$20,460	\$12,453
25620	Lions Park Roma Irrigation and grounds upgrades (replaces WO22918)	No	Implementation/Construction	●	●	\$330,000	\$0	\$0	\$313,797
25693	W4Q 2024-27 Undertake a Route Assessment Analysis and Feasibility for Roma Walking Trail – Big Rig to Lake Neverfill	Yes	Implementation/Construction	●	●	\$20,000	\$10,000	\$7,730	\$4,730
25955	Capital Works - Neil Turner Weir BBQ Shelter upgrade	No	Implementation/Construction	●	●	\$120,000	\$61,600	\$68,215	\$13,725
26011	Capital Works - Campbell Park Roma - concrete slab construction including permanent electrical and communication reticulation to new events sub board	No	Development/Pre-Construction	○	●	\$96,000	\$10,000		\$0
26026	Special Project - Painting of the Memorial Park Toilet Block in Surat	No	Development/Pre-Construction	○	●	\$10,000	\$10,000		\$0
26035	Capital Works - Nason Park Surat BBQ	No	Implementation/Construction	○	●	\$18,000	\$0	\$17,215	\$0
26201	Capital Works - Nason Park Fencing Upgrade Surat	No	Project Close	●	●	\$35,000	\$0	\$34,370	\$0
26202	Capital Works - Big Rig BBQ Upgrades from Gas to Electrical	No	Development/Pre-Construction	○	●			\$25,460	\$0
Parks and Gardens Total:						\$1,400,108	\$837,708	\$829,458	\$344,705
Pathways (Footpaths)									
24577	Footpath Perry / Stephenson Street Yuleba Safety Improvement - Focused Crossing Treatment (pending funding)	No	Development/Pre-Construction	●	●	\$75,000	\$0		\$0
25938	Capital Works - Injune Lagoon Walk - resurface	No	Implementation/Construction	●	●	\$35,000	\$0	\$2,680	\$0
25940	Capital Works - Construction of the Injune to Gunnewin Rail Trail	No	Development/Pre-Construction	○	●	\$30,000	\$0		\$0

09 March 2026 05:56

On Time Legend: ○ Not Started ● On Schedule ● Generally on Schedule ● Not on Schedule → Multi Year Project

On Budget Legend: ● On Track ● Generally on Track with Minor Issues ● Off Track/Review Required

6 of 14

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
25950	Capital Works - Footpath Mitchell Memorial Park to Liverpool St (Design)	No	Design	●	●	\$10,000	\$0	\$147	\$0
26007	Capital Works - Adungadoo Pathway Extension Roma - Big Rig through Sculptures Outback link, design and construct	Yes	Design	○	●	\$709,000	\$40,000	\$7,990	\$0
Pathways (Footpaths) Total:						\$859,000	\$40,000	\$10,817	\$0

Plant Operations

18376	Plant Investment Program Budget Only	No	Implementation/Construction	●	●	\$8,193,135	\$4,096,568		\$0
25377	PL 2077 Caterpillar 140M 12ft Maintenance Grader	No	Project Complete	●	●			\$530,000	\$0
25378	PL 2078 Caterpillar 140M 14ft Maintenance Grader	No	Project Complete	●	●			\$535,000	\$0
25425	PL 4035 Heavy Rigid 6x4 Tipper	No	Project Complete	●	●			\$299,228	\$0
25635	Capital Works - PL 3047 Traymark Industrial Caravan	No	Project Complete	●	●			\$80,735	\$0
25633	Capital Works - PL 3045 Traymark Industrial Caravan	No	Project Complete	●	●			\$80,735	\$0
25609	Capital Works - PL 2079 Crown Combustion Forklift	No	Project Complete	●	○			\$19,381	\$0
25634	Capital Works - PL 3046 Traymark Industrial Caravan	No	Project Complete	●	●			\$80,735	\$0
26083	Capital Works - In Vehicle Monitoring System (IVMS) 2025/2026	No	Implementation/Construction	●	●			\$22,892	\$0
26146	Capital Works - Groundsman Pedestrian Turf Multicutter PL 9278	No	Implementation/Construction	●	●			\$0	\$12,500
26150	Capital Works - PL9279 K-9 Kube 2 Cell Animal Lift & Transport Unit	No	Project Complete	●	●			\$25,920	\$0
26167	Capital Works - PL6157 Ford Ranger 2.8L Single Cab 4x4 Utility	No	Project Complete	●	●			\$54,351	\$0
26168	Capital Works - PL6158 Ford Ranger 2.8L Single Cab 4x4 Utility	No	Project Complete	●	●			\$54,812	\$0
26169	Capital Works - PL6159 Ford Ranger 2.8L Single Cab 4x4 Utility	No	Project Complete	●	●			\$54,812	\$0
26170	Capital Works - PL6160 Ford Ranger 2.8L Single Cab 4x4 Utility	No	Project Complete	●	●			\$54,512	\$0
26171	Capital Works - PL6161 Ford Ranger 2.8L Single Cab 4x4 Utility	No	Project Complete	●	●			\$55,412	\$0
26172	Capital Works - PL6162 Ford Ranger 2.8L Single Cab 4x4 Utility	No	Project Complete	●	●			\$54,182	\$0
26173	Capital Works - PL3066 Traymark Workers Accommodation Caravan	No	Implementation/Construction	●	●			\$85,639	\$0
26174	Capital Works - PL3067 Traymark Workers Accommodation Caravan	No	Implementation/Construction	●	●			\$85,672	\$0
26176	Capital Works - Light Rigid Tray Truck PL 4036	No	Implementation/Construction	●	●			\$0	\$100,273
26177	Capital Works - 6000L Dust Water Suppression Cart (Slip on Water Tank) PL 573	No	Project Complete	●	●			\$38,477	\$0
26179	Capital Works - Ford Super Duty Ranger 4x4 Utility PL 6163	No	Implementation/Construction	●	●			\$0	\$92,827
26188	Capital Works - LG80C Cummins Powered 80KVA Generator PL8035	No	Project Complete	●	●			\$26,677	\$0
26189	Capital Works - Caterpillar 239D3 Skid Steer PL2080	No	Implementation/Construction	●	●			\$0	\$138,000
26190	Capital Works - Kubota M110GX Tractor PL5080	No	Implementation/Construction	●	●			\$0	\$132,980
26191	Capital Works - Kubota M110GX Tractor PL5081	No	Implementation/Construction	●	●			\$0	\$132,980
26192	Capital Works - John Deere 6M 130 Tractor PL5082	No	Implementation/Construction	●	●			\$0	\$204,000
26193	Capital Works - Tandem Axle Trailer PL3068	No	Project Complete	●	●			\$7,805	\$0
26197	Capital Works - LR Single Cab Tray Truck PL 4037	No	Implementation/Construction	●	●			\$0	\$100,273
26194	Capital Works - Caterpillar 140JOY3 12ft Grader PL 2081	No	Implementation/Construction	○	○			\$0	\$544,000
26195	Capital Works - Caterpillar 140JOY3 12ft Grader PL 2082	No	Implementation/Construction	○	○			\$0	\$545,000
26220	Capital Works - Kubota M110GX Tractor PL5083	No	Implementation/Construction	○	○			\$0	\$132,980
26289	Capital Works - Vermeer VX30-250 Vacuum Excavator Trailer PL 3069	No	Open	○	○			\$0	\$126,689
26401	Capital Works - Isuzu FSD 120-260 Medium Rigid Tipper Truck PL4038	No	Open	○	○			\$0	\$249,710
26402	Capital Works - Isuzu FSD 120-260 Medium Rigid Tipper Truck PL4039	No	Open	○	○			\$0	\$249,710
26403	Capital Works - Fuso Shogun 460 FV84 MWB Heavy Rigid Tipper Truck PL4040	No	Open	○	○			\$0	\$307,109

09 March 2026 05:56

On Time Legend: ○ Not Started ● On Schedule ● Generally on Schedule ● Not on Schedule → Multi Year Project

On Budget Legend: ● On Track ● Generally on Track with Minor Issues ● Off Track/Review Required

7 of 14

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
26404	Capital Works - Fuso Shogun 460 FV84 MWB Heavy Rigid Tipper Truck PL4041	No	Open	○	○			\$0	\$307,109
26405	Capital Works - Fuso Shogun 460 FV84 MWB Heavy Rigid Tipper Truck PL4042	No	Open	○	○			\$0	\$307,109
26425	Capital Works - 30 000L Tri Axle Water Tanker Trailer PL 3070	No	Open	○	○				\$150,000
26426	Capital Works - 30 000L Tri Axle Water Tanker Trailer PL 3071	No	Open	○	○				\$150,000
26432	Capital Works - Fuso Shogun 460 Heavy Rigid Water Truck PL 4043	No	Open	○	○				\$414,625
Plant Operations Total:						\$8,193,135	\$4,096,568	\$2,246,978	\$4,397,874

Potable Water Supply

23605	Mungallala reservoir and pump	No	Project Close	●	●	\$9,073	\$9,073	\$9,073	\$0
23608	Roma Bore 21 - infrastructure projects	No	Implementation/Construction	●	●	\$729,833	\$200,000	\$225,939	\$82,968
24479	Watermain renewal Arthur Street, Roma between George Street and Bungil Street	No	Project Close	●	●	\$7,041	\$7,041	\$6,411	\$0
24484	Replace two high lift pumps to reservoir, Roma	No	Development/Pre-Construction	●	●	\$72,500	\$72,500	\$49,890	\$0
24733	Wallumbilla Reservoir New	No	Project Close	●	●	\$27,352	\$27,352	\$5,674	\$0
25125	Wallumbilla Reservoir Replacement - second Reservoir	No	Implementation/Construction	●	●	\$223,974	\$223,974	\$133,452	\$31,511
25128	Surat - Interconnection of existing reticulation into previously installed 180mm Poly main Cordelia Street	No	Design	○	●	\$125,000	\$0		\$0
25129	Mitchell - Water Main Supply Connect new 100mm supply into Hospital internal Water main reticulation	No	Project Close	●	●	\$25,505	\$25,505	\$14,542	\$0
25419	Installation of Extra Fire Hydrants to Western Industrial zone Raglan Street Roma	No	Implementation/Construction	●	●	\$42,308	\$42,308	\$17,436	\$0
25420	Water Main Upgrade - Beaumont Drive Roma	No	Project Close	●	●	\$106,375	\$106,375	\$23,732	\$0
25953	Capital Works - Bore 17 (330 Currey Street Roma) - Installation of 1 x carport 40 kWp Solar PV [CEUF]	Yes	Development/Pre-Construction	○	●	\$170,000	\$20,000	\$0	\$13,400
25956	Capital Works - Booringa Water Meter Replacement Program	No	Open	●	○	\$40,000	\$10,000	\$25,107	\$0
25958	Capital Works - Bore 19 - (Bassett Lane Roma) - installation of 2 x rooftop Solar PV [CEUF]	Yes	Initiation & Definition	○	●	\$68,100	\$15,000	\$0	\$11,400
25994	Capital Works - Jackson Potable Water Facility Upgrade	No	Design	○	●	\$120,000	\$90,000		\$0
26012	Capital Works - Roma Reservoir Miscamble Street Liner Replacement	No	Development/Pre-Construction	●	●	\$159,000	\$0	\$34,080	\$79,520
26013	Capital Works - Water Main Upgrade Miscamble Street Roma from Cottell Street to Queen Street	No	Development/Pre-Construction	○	●	\$150,000	\$150,000	\$97,779	\$0
26014	Capital Works - Roma Water Meter Replacement Program	No	Implementation/Construction	●	●	\$120,000	\$62,130	\$48,387	\$21,391
26023	Capital Works - New reservoir Currey St Roma	No	Development/Pre-Construction	●	●	\$650,000	\$200,000	\$0	\$700
26048	Capital Works - Surat Water Clarifier Upgrade	No	Development/Pre-Construction	●	●	\$500,000	\$365,000	\$60,496	\$82,890
26050	Capital Works - Bendemere Water Meter Replacement Program	No	Development/Pre-Construction	●	●	\$50,000	\$30,000	\$9,021	\$0
26051	Capital Works - Water Line Replacement Swans Road Wallumbilla	No	Development/Pre-Construction	○	●	\$170,000	\$95,000	\$29,992	\$11,050
26062	Capital Works - Workplace Health and Safety - Capital Initiatives (Budget Only)	No	Development/Pre-Construction	●	●	\$257,250	\$110,000		\$0
26072	Capital Works - Bungil Water Meter Replacement Program	No	Implementation/Construction	●	●	\$50,000	\$29,681	\$12,733	\$0
26075	Capital Works - Potable Water - Reservoir Vermin Proofing Project	No	Development/Pre-Construction	○	●	\$100,000	\$65,000	\$29	\$0
26077	Capital Works - Surat Water Meter Replacement Program	No	Implementation/Construction	●	●	\$29,999	\$19,584	\$4,585	\$0
Potable Water Supply Total:						\$4,003,310	\$1,975,523	\$808,358	\$334,829

Procurement

24456	Contract Management System Implementation	No	Implementation/Construction	●	●	\$15,376	\$15,376	\$15,924	\$3,848
Procurement Total:						\$15,376	\$15,376	\$15,924	\$3,848

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
Public Toilets									
26019	Capital Works - Replacement of the Lions Park Toilet Block	No	Implementation/Construction	●	●	\$180,000	\$0	\$63,784	\$127,653
26055	Capital Works - Wallumbilla Show Grounds - replace dump point	No	Development/Pre-Construction	●	○	\$50,000	\$10,000		\$0
Public Toilets Total:						\$230,000	\$10,000	\$63,784	\$127,653
Quarry Operations									
24555	Roma Quarry - purchase of a replacement water truck	No	Project Complete	●	●	\$317,154	\$317,154	\$277,154	\$0
26135	Capital Works - Quarry Plant - Teres Finlay C-1540RS Cone Crusher	No	Project Complete	●	●	\$195,000	\$195,000	\$195,000	\$0
Quarry Operations Total:						\$512,154	\$512,154	\$472,154	\$0
Raw Water Supply									
23603	New Bore 21 Roma	Yes	Project Close	●	●	\$150,996	\$0	\$0	\$0
23604	Install level monitors in Roma bores	Yes	Implementation/Construction	●	●	\$25,699	\$0	\$0	\$10,700
26027	Capital Works - Replacement Pump for Hodgson Bore	No	Implementation/Construction	●	●	\$15,000	\$0		\$0
Raw Water Supply Total:						\$191,695	\$0	\$0	\$10,700
Roma Cultural Centre									
23558	Cultural Centre Roma - air conditioning renewal	No	Development/Pre-Construction	●	●	\$986,760	\$716,489	\$18,240	\$901,194
24507	Roma Cultural Centre Auditorium stairwell access to sound booth from auditorium floor	No	Project Close	●	●	\$140,000	\$100,000	\$97,408	\$0
26020	Capital Works - Roma Cultural Centre - Open Spaces upgrades and renewal	No	Development/Pre-Construction	○	●	\$150,000	\$0		\$0
Roma Cultural Centre Total:						\$1,276,760	\$816,489	\$115,648	\$901,194
Rural Roads									
22843	SD23 Kangaroo Creek Road ch 4.30 to 15.460 - Santos GLNG	Yes	Design	→	●	\$1,636,869	\$0	\$0	\$14,207
22845	Sd23 Santos GLNG McLennans Road Gravel Resheet and floodway upgrades ch 0 - 8.150	Yes	Implementation/Construction	●	●	\$123,739	\$123,739	(\$1,309)	\$22,525
22960	Concrete culvert - Gunnewin West Road (design and construction)	No	Development/Pre-Construction	○	●	\$235,928	\$0	\$0	\$1,780
23640	Arcadia Valley Upgrade Works (multi-year project) (GLNG and ROSI)	Yes	Implementation/Construction	→	●	\$6,463,507	\$11,817	\$166,266	\$85,077
24560	Shoulder Grading / Resheeting - Strategic Bus Routes - Donnybrook / Six Mile	No	Implementation/Construction	●	●	\$191,055	\$60,000	\$51,145	\$699
24564	Strategic Roads - Bitumen Extension Yuleba - Surat Road (RRUPP)	Yes	Implementation/Construction	●	●	\$10,035,613	\$2,500,000	\$2,108,951	\$8,010,242
24565	Strategic Roads RRUP - Bitumen Extension Redford Road	Yes	Implementation/Construction	→	●	\$1,756,388	\$1,756,388	\$1,742,102	\$425,257
24578	Floodway Upgrade Program - Mt Moffatt Road	No	Development/Pre-Construction	●	●	\$150,000	\$0		\$0
24583	Hodgson Lane North / Bindango Intersection Safety Upgrade	No	Design	○	●	\$220,000	\$20,000	\$9,192	\$4,753
24734	SD23 Santos Mandalya Road Boundary Realignment, Formation and Gravel Resheet Ch 0 to Ch 2.971	Yes	Project Complete	●	●	\$118,013	\$100,000		\$0
24766	Design (both concrete or timber) for the Tartulla Creek Crossing on Samari Plains Road	No	Implementation/Construction	●	●	\$300,000	\$50,000	\$13,930	\$27,139
25117	Iona - Bardlomey Road bitumen rehabilitation/stabilisation (2 x High Priority Sections)	Yes	Project Close	●	●	\$334,901	\$334,901	\$307,090	\$0
25122	Mt Owen Road - Jerry's Crossing Floodway Replacement - Design only	No	Design	●	●	\$50,000	\$50,000	\$36,050	\$1,114
25346	Bollon Road Bitumen Extension Stage 2 (RRUPP)	Yes	Implementation/Construction	→	●	\$3,679,224	\$3,679,224	\$3,673,836	\$171,357
25347	Bollon Road Bitumen Extension Stage 3 RRUPP	Yes	Implementation/Construction	→	●	\$4,554,098	\$4,554,098	\$4,534,837	\$66,425
25422	Santos GLNG SD22 Budget Only	Yes	Development/Pre-Construction	→	○	\$562,743	\$0		\$0

09 March 2026 05:56

On Time Legend: ○ Not Started ● On Schedule ● Generally on Schedule ● Not on Schedule → Multi Year Project

On Budget Legend: ● On Track ● Generally on Track with Minor Issues ● Off Track/Review Required

9 of 14

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
25468	SD23 - Angry Jungle Road Floodway Upgrade	Yes	Development/Pre-Construction	→	●	\$510,622	\$0		\$0
25943	Capital Works - Bitumen Rehabilitation - Six Mile Road Ch 7.05 - 9km	Yes	Project Close	●	●	\$570,000	\$570,000	\$318,640	\$0
25944	Capital Works - Bitumen Rehabilitation - Blue Hills Road Ch 16.26 - 18.32km	Yes	Project Close	○	●	\$420,000	\$420,000	\$319,867	\$0
25946	Capital Works - Bendiboi Intersection Culvert Safety Upgrade (Camarvon Highway)	No	Development/Pre-Construction	○	●	\$60,000	\$0		\$0
25957	Capital Works - Middle Road Bitumen Rehabilitation - Ch 2.6 - 4.5km	Yes	Project Close	●	●	\$350,000	\$350,000	\$220,883	\$0
25969	Capital Works - Floodway Trial - Locations To Be Confirmed - Budget Only	No	Development/Pre-Construction	●	●	\$100,000	\$35,000		\$0
25981	Capital Works - Gravel Resheet Complementary Works - Event 15 and 16	No	Implementation/Construction	●	●	\$659,250	\$0		\$0
25982	Capital Works - Rural Road Reseal Program 2025/26	No	Development/Pre-Construction	○	●	\$2,233,000	\$115,000	\$146,139	\$0
25987	Capital Works - Glenearn Road Crest Widening - Chainage TBC	No	Design	●	●	\$250,000	\$0	\$1,010	\$0
26021	Capital Works - Mt Moffatt Road bitumen widening and rehabilitation Ch 54.12 - 62.27 km	Yes	Project Close	●	●	\$1,645,126	\$1,645,126	\$1,373,424	\$0
26052	Capital Works - Wallumbilla and surrounds Road Infrastructure Upgrades - Santos GLNG SLA 9 - Phase 7 Development - Budget Only	Yes	Implementation/Construction	●	●	\$2,529,274	\$0	\$0	\$0
26060	Womblebank Gap Road bitumen widening and rehabilitation Ch 34.60 - 36.31 km (TIDS)	Yes	Project Close	●	●	\$1,212,000	\$605,000	\$266,650	\$2,090
26087	Capital Works - Short Street Roma - Gravel Resheet to approx Ch 3.60 kms Complementary Works	No	Project Close	●	●	\$127,750	\$127,750	\$127,737	\$0
26139	Complementary Works Event 15 - V Gate Road	No	Implementation/Construction	●	●	\$21,000	\$21,000	\$20,220	\$0
26140	Capital Works - Bollon Road Bitumen Upgrade Stage 3 ch 84.50 - 88.32 kms - Second Coat Seal	No	Development/Pre-Construction	○	●	\$0	\$0		\$0
26141	Capital Works - CRC Yuleba Surat Road Bitumen Upgrade 53.80 to 57.00 kms	Yes	Development/Pre-Construction	○	●	\$0	\$0	\$47,319	\$109,002
26152	Capital Works - Complementary Works - Rosedale Road ch 2.337 to 2.774 and 3.099 to 3.258	No	Project Close	●	●	\$15,000	\$15,000	\$12,139	\$0
26221	Capital Works - Complementary Works - Warrong Road Ch 17520-18420 Ch 18460-19990 Ch 24620-27030	No	Open	○	○	\$32,000	\$0		\$0
26222	Capital Works - Richardson Lane from Bourne Drive Intersection - Complementary Works	No	Project Close	●	●	\$45,000	\$45,000	\$44,568	\$0
24570	Bitumen Rehabilitation - Womblebank Gap Road 32.96 to 34.60 km	Yes	Project Close	●	●			\$260,634	\$0
25285	Santos SLA 9 - Scotts Road Dust Seal Upgrade Ch 0.00 to Ch 5.180	Yes	Project Complete	●	●			\$344	\$0
25581	APLNG Ewingsdale Road Dust Seal Ch 0 - 0.5km	Yes	Development/Pre-Construction	○	●			\$4,413	\$205
25731	Yuleba Surat Road (b) Gravel Resheet Ch 37.74 to 44.140 and 46.6 to 50.2kms (TIDS)	Yes	Project Complete	●	●			(\$13,253)	\$0
25874	Santos SLA 9 - Blue Hills Road (eastern) Ch 3.300 to Ch 6.660 - Maintenance Grade & Gravel Resheet	No	Open	○	●			\$2,185	\$0
25876	Capital Works - Santos SLA 9 - Pickaninnie North Road Ch 0.000 to Ch 15.460 - Pavement Rehab Patches	Yes	Implementation/Construction	●	●			\$118,558	\$0
25878	Santos SLA 9 - Myall Lane Ch 0.000 to Ch 3.200 - Maintenance Grade, Gravel Upgrade and Gravel Resheet	No	Implementation/Construction	●	●			\$234,554	\$6,049
26119	Capital Works - Origin - Reedy Creek Road - Reseal Various Sections	No	Project Close	○	●			\$183,129	\$0
26120	Capital Works - Origin - Reedy Creek Road - Rehabilitation Patches	Yes	Project Close	●	●			\$152,282	\$0
26130	Capital Works - SLA9 - Yarrawonga Road Ch 0.000 to Ch 2.820 - Shoulder Resheet and Pavement Rehabilitation	Yes	Implementation/Construction	●	●			\$3,736	\$0
26131	Capital Works - SLA9 - Seawrights Road Ch 0.000 to Ch 3.250 - Gravel Resheet and Reconstruction of floodway	Yes	Implementation/Construction	●	●			\$52,305	\$0
26138	Capital Works - Santos SLA 9 - Pickaninnie South Road Ch 0.110 to Ch 1.320 - Gravel Upgrade	Yes	Project Close	●	●			\$79,928	\$9,344
26166	Capital Works - Blythdale North Road - Floodway Rehabilitation	Yes	Project Close	●	●			\$55,746	\$0
26286	Capital Works - Injune Taroom Road - Rehab Patches - Various 2025/2026	No	Open	○	○			\$63,584	\$0
Rural Roads Total:						\$41,192,100	\$17,189,043	\$16,738,830	\$8,957,265

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
Rural Services									
26122	DNR Capital Works 25/26 – Mitchell W2125 – Trough Inlet Pipe	Yes	Project Complete	●	●	\$9,090	\$0	\$3,670	\$0
26123	DNR Capital Works 25/26 – Brucedale W2256 – Replace tank troughs and solar	Yes	Development/Pre-Construction	●	●	\$70,909	\$0	\$19,608	\$1,800
26124	DNR Capital Works 25/26 – Damper Gully W2770 – Replace bywash and desilt dam	Yes	Project Complete	●	●	\$17,727	\$0	\$19,527	\$0
26144	DNR Capital Works 25/26 – Wallumbore W1301 – Windmill repairs	Yes	Project Complete	●	●	\$4,850	\$0	\$4,850	\$0
26121	DNR Capital Works 25/26 – Teelba F37201 – Tank Pad	Yes	Development/Pre-Construction	○	○			\$0	\$0
26125	DNR Capital Works 25/26 – Roma W2261 – Replace tanks and replace windmill with solar	Yes	Implementation/Construction	●	○			\$86,900	\$0
26127	DNR Capital Works 25/26 – Green Timbers Dam F51300 – Install troughs and fence around tank	Yes	Implementation/Construction	●	○			\$31,058	\$0
26428	DNR Capital Works 25/26 – Deepwater W2368 - Replace solar pump motor and control box following electrical surge	No	Open	○	○			\$7,229	\$0
Rural Services Total:						\$102,576	\$0	\$172,842	\$1,800
Saleyards									
25067	Roma Saleyards Bull ring platform and podium access	No	Implementation/Construction	→	●	\$48,471	\$20,000	\$0	\$0
25617	Roma Saleyards - Selling laneways shade replacement	No	Implementation/Construction	●	●	\$45,000	\$45,000	\$12,180	\$0
25621	Asphalt surfacing of heavy vehicle truck stop area at the Roma Truck Stop precinct	Yes	Design	○	●	\$1,994,585	\$1,994,585	\$48,576	\$2,875
25983	Capital Works - Roma Saleyards Site Fencing	No	Implementation/Construction	●	●	\$50,000	\$50,000	\$50,125	\$0
25985	Capital Works - Renewal of Auctioneer Walkways Phase 2 – Western Side	No	Development/Pre-Construction	●	●	\$750,000	\$650,000	\$4,312	\$0
25986	Capital Works - Roma Saleyards Renewal & Offsetting Loading Ramps	No	Development/Pre-Construction	●	●	\$1,250,000	\$1,100,000	\$7,187	\$0
25988	Capital Works - Roma Saleyards Footpaths	No	Project Close	●	●	\$25,000	\$25,000	\$47,670	\$469
26030	Capital Works - Roma Saleyards Draft Access	No	Development/Pre-Construction	●	●	\$50,000	\$0		\$0
26032	Capital Works - Roma Saleyards Truck Wash - Stage 2 & 3	No	Development/Pre-Construction	●	●	\$250,000	\$0	\$6,250	\$9,091
24868	Stage 01 of Augmentation of the Roma Truckwash Waste collection, detention lagoons and wet weather storage	No	Implementation/Construction	●	●			\$17,873	\$47,342
Saleyards Total:						\$4,463,056	\$3,884,585	\$194,172	\$59,777
Sewer Administration									
26022	Capital Works - Sewerage Pumping Stations Annual Service and Inspection	No	Development/Pre-Construction	●	○	\$48,000	\$48,000	\$0	\$35,305
Sewer Administration Total:						\$48,000	\$48,000	\$0	\$35,305
Sewerage Reticulation									
24475	Sewerage Pumping Station 01. Installation of Core hole top of wet well to Pumping Station 01 and supply and install new probe suitable for the connection of into the SCADA system.	No	Development/Pre-Construction	●	●	\$17,750	\$17,750	\$0	\$28,979
25777	Sewerage Pumping Station 1 Roma - Purchase Spare Pump, Replace Pump Manifold and Clean Wet Well	No	Open	○	○	\$83,239	\$83,239		\$0
25989	Capital Works - Sewer Main Relining - Towns - TBC	No	Development/Pre-Construction	●	○	\$150,000	\$10,000	\$0	\$32,475
26044	Capital Works - Surat Sewer Pump Station Burrows St upgrades	No	Implementation/Construction	●	○	\$45,000	\$22,870	\$10,870	\$0
26058	Capital Works - Wallumbilla Sewerage System design	No	Development/Pre-Construction	●	○	\$50,000	\$0		\$0
26104	Capital Works - Sewer Main Renewal 35 Miscamble St Roma including shed remove and replace	No	Development/Pre-Construction	○	●	\$125,000	\$125,000	\$700	\$0
26145	Capital Works - Sewer Main Installation boundary 31-33 Lovell St Roma	No	Project Close	●	●	\$25,000	\$25,000	\$39,603	\$0
Sewerage Reticulation Total:						\$495,989	\$283,859	\$51,173	\$61,454

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
Sewerage Treatment									
24468	Waste bin collection point and bin Lifter - Injune	No	Implementation/Construction	●	●	\$37,711	\$37,711	\$25,724	\$10,997
24470	Surat Sewerage Safety Improvements	No	Project Close	●	●	\$224,004	\$224,004	\$171,423	\$0
24476	Replacement of and connection of Treatment Plant inlet flow meter into SCADA system	No	Implementation/Construction	●	●	\$9,125	\$0		\$0
25778	Roma Imhoff Tanks Safety Rail Upgrades	No	Development/Pre-Construction	●	○	\$80,000	\$80,000	\$11,209	\$0
Sewerage Treatment Total:						\$350,840	\$341,715	\$208,355	\$10,997
Sport & Recreation									
23565	Yuleba Community Project Judds Lagoon parkland improvements and connectivity	Yes	Implementation/Construction	→	●	\$202,666	\$202,666	\$221,004	\$658
25061	Warroo Racecourse - building roof over newer amenities block	No	Implementation/Construction	●	●	\$63,007	\$10,090	\$26,093	\$37,804
25111	Surat Golf Club - unisex toilet installation	Yes	Project Complete	●	●	\$101,591	\$101,591	\$94,228	\$0
25591	Roma Cricket Oval Drainage and Resurfacing - Australian Cricket Infrastructure Fund ACIF	Yes	Development/Pre-Construction	→	●	\$140,000	\$0		\$0
25754	Warroo Sporting Complex Canteen Fit Out	No	Project Close	●	●	\$14,265	\$14,265	\$13,718	\$0
25947	Capital Works - New Gwydir Laycock BMX Track Design	No	Cancelled	●	●	\$20,000	\$20,000		\$0
25993	Capital Works - Injune Cricket Club Clubhouse - Construct verandah (pending external funding)	No	Development/Pre-Construction	●	●	\$25,000	\$0	\$7,500	\$0
26016	Capital Works - Mitchell Showgrounds Electrical Upgrade	No	Development/Pre-Construction	●	●	\$65,277	\$0		\$0
26024	Special Project - Audit to determine Capacity & Capability of Maranoa Sporting Infrastructure	No	Initiation & Definition	●	●	\$22,000	\$11,000		\$0
26025	Special Project - Surat Sporting Complex Painting (Bar and Betting Area)	No	Project Complete	●	●	\$25,000	\$25,000	\$26,000	\$0
26029	Capital Works - Roma Dog Park extension	No	Development/Pre-Construction	○	●	\$50,000	\$0	\$2,476	\$39,308
26045	Capital Works - Surat Cricket Nets Renewal (pending external funding)	No	Initiation & Definition	○	○	\$7,500	\$0		\$0
26046	Capital Works - Surat Pump Track Design	No	Cancelled	●	●	\$0	\$0		\$0
26047	Capital Works - Surat Recreational Grounds Irrigation Project	No	Implementation/Construction	●	●	\$55,000	\$55,000	\$21,494	\$13,500
26059	Capital Works - Wallumbilla Tennis Courts install hit up wall and cricket practice nets	No	Initiation & Definition	○	○	\$48,000	\$40,000		\$0
Sport & Recreation Total:						\$839,306	\$479,612	\$412,513	\$91,270
State Emergency Service									
26036	Capital Works - SES Surat Storage Facility & Marshalling Area (pending external funding SES support grant 2025_26))	No	Cancelled	○	○	\$0	\$0		\$0
State Emergency Service Total:						\$0	\$0		\$0
Stormwater Drainage									
26042	Special Project - Survey of Underground Stormwater network - Surat, Wallumbilla, Yuleba	No	Development/Pre-Construction	○	●	\$40,000	\$24,000		\$0
Stormwater Drainage Total:						\$40,000	\$24,000		\$0
Strategic Proj Planning & Asset Mngt									
26033	Special Project - Development of a Strategic Asset Management Plan	No	Initiation & Definition	●	●	\$75,000	\$20,000	\$16,560	\$0
Strategic Proj Planning & Asset Mngt Total:						\$75,000	\$20,000	\$16,560	\$0

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
Surat Cobb & Co Changing Station									
26049	Capital Works - Surat Aquarium Landing Design and Construction	No	Development/Pre-Construction	○	●	\$100,000	\$0	\$3,600	\$68,840
Surat Cobb & Co Changing Station Total:						\$100,000	\$0	\$3,600	\$68,840
Swimming Pools									
24176	Roma Denise Spencer Pool Design and Construction (refer also WO22307 design)	Yes	Implementation/Construction	→	●	\$26,543,574	\$12,072,034	\$6,840,116	\$12,928,719
24514	Mitchell Pool Upgrade Kiosk and Change Rooms	No	Design	●	●	\$10,000	\$10,000		\$0
25948	Capital Works - Replace damaged Shed at the Injune Pool	No	Project Complete	●	●	\$47,000	\$47,000	\$34,500	\$0
25967	Capital Works - Mitchell Pool Generator	No	Implementation/Construction	●	●	\$38,752	\$38,752	\$25,352	\$0
26041	Capital Works - Surat Pool Entrance Upgrade	No	Design	●	●	\$80,000	\$0		\$0
26218	Capital Works - Injune Swimming Pool - Replacement Shade Sail - Insurance Claim PR0050304	No	Open	○	○			\$0	\$25,140
Swimming Pools Total:						\$26,719,326	\$12,167,786	\$6,899,968	\$12,953,859
Tourism									
24539	Yuleba Fire Tower Refurbishment of the fire tower cabin & interpretive historical display located within Cobb & Co Park	Yes	Implementation/Construction	→	●	\$250,805	\$250,805	\$239,115	\$3,500
25937	Capital Works - Injune Eagle Sculpture Installation	No	Project Complete	●	●	\$14,400	\$14,400	\$14,256	\$0
26199	Capital Works - Recognition of Contributed Asset - Injune Eagle Sculpture	No	Project Complete	●	●			\$23,000	\$0
Tourism Total:						\$265,205	\$265,205	\$276,371	\$3,500
Tourism Operations									
26038	Special Project - Renew and update tourism signage	No	Initiation & Definition	●	●	\$100,000	\$0	\$11,021	\$11,082
26039	Special Project - Cobb and Co Changing Station Museum Painting	No	Project Complete	●	●	\$45,000	\$45,000	\$11,000	\$0
26040	Special Project - Renewal of the Tourism Strategy	No	Development/Pre-Construction	●	●	\$25,000	\$12,500	\$5,111	\$2,375
Tourism Operations Total:						\$170,000	\$57,500	\$27,132	\$13,457
Urban Streets									
22257	Vehicle rest area - Eastern approach to Roma (opposite Big Rig) (SLRIP)	Yes	Implementation/Construction	→	●	\$1,958,099	\$1,958,099	\$1,371,908	\$485,899
22873	Cycle Network Miscamble and Queen Street Roma - Intersection Upgrade CNLGG (refer WO20271 design)	Yes	Development/Pre-Construction	●	●	\$725,826	\$300,000	\$169	\$5,920
23685	Cycle Network 2023-24 Miscamble Street - Queen St to Currey Street Roma - detailed design for active transport facilities	Yes	Implementation/Construction	●	●	\$26,333	\$26,333	\$1,652	\$0
24365	Long Distance Coach Stop Program - Yuleba	Yes	Development/Pre-Construction	●	●	\$17,316	\$0	\$0	\$23,069
24584	Safety Improvements for Pedestrian at Rail Level Crossings - Alice and Mary Streets Mitchell	Yes	Design	→	●	\$700,000	\$12,000	\$12,000	\$139,213
24721	Cycle Network 2023-24 - Miscamble Street, Carnarvon Highway to Arthur Street Roma detailed design for active transport facilities	Yes	Development/Pre-Construction	●	●	\$19,926	\$19,926	\$7,528	\$6,329
24722	Widen bitumen to kerb Ivan Street Surat (Charlotte to Cordelia)	Yes	Project Close	●	●	\$223,881	\$223,880	\$166,866	\$0
24723	Widen bitumen to kerb William Street Surat (Cordelia to Bertha)	No	Project Close	●	●	\$63,858	\$63,858	\$15,053	\$0
25113	Mossvale Road Culvert Upgrade (Santos Contribution)	Yes	Design	●	●	\$200,000	\$0	\$23,300	\$16,600
25348	Floodway / Stormwater improvements on Creek Street / Amby North Intersection	No	Project Close	●	●	\$69,590	\$69,590	\$67,562	\$0
25919	Miscamble Street East Roma Culvert Upgrade Final Works (previous WO 22801)	No	Implementation/Construction	→	●	\$55,978	\$0	\$0	\$22,700

Work Order	Title	Externally Funded	Status	On Time	On Budget	Annual Budget	YTD Budget	YTD Expenditure	Committed
25945	Capital Works - Arthur St Roma (McDowall to Bowen St) - Kerb and Channel works & design for asphalt overlay	No	Development/Pre-Construction	○	●	\$200,000	\$123,000	\$12,000	\$0
25959	Capital Works - Browns Lane design to an urban access standard	No	Design	●	●	\$55,000	\$55,000	\$24,678	\$25,098
25961	Capital Works - Design of Burke Street Yuleba Bitumen Seal Ch 0.02 to 150 mt	No	Design	●	●	\$12,000	\$12,000	\$4,097	\$180
25962	Capital Works - Design of the Widening for Beaumont Drive	No	Implementation/Construction	●	●	\$70,000	\$35,000	\$20,754	\$15,986
25991	Capital Works - Urban Road Reseal Program 2025/2026	No	Development/Pre-Construction	○	●	\$750,000	\$20,000	\$91	\$0
25992	Capital Works - Warrego Highway Parking Lane Rehabilitation (Flinders to Landsborough) (NEW WO 26103)	No	Project Close	●	●	\$0	\$0		\$0
26103	Capital Works - Warrego Highway Parking Lane Rehabilitation (Flinders to Landsborough) (OLD WO 25992)	No	Project Close	●	●	\$40,000	\$40,000	\$1,201	\$0
26186	Capital Works - Arthur Street Roma Carpark (North) - Replacement Shade Sail on Southern Side - Insurance Claim	No	Project Complete	●	●			\$12,880	\$0
Urban Streets Total:						\$5,187,807	\$2,958,686	\$1,741,741	\$740,992
Waste Management									
25142	Waste Management - Illegal dumping clean up and implement Community Waste Facility management procedures	No	Implementation/Construction	●	●	\$304,539	\$50,000		\$98,900
25144	Waste Management - Implementation of site based management plans including staff training	No	Open	●	○	\$140,886	\$100,000		\$69,400
25995	Capital Works - Appliance Recovery Hub	No	Project Complete	●	●	\$40,000	\$0	\$26,000	\$0
25996	Capital Works - Leachate Plan for Waste facilities	No	Development/Pre-Construction	●	●	\$652,000	\$521,600	\$4,225	\$0
25997	Special Project - Revise and update Maranoa waste management strategy and regional operational plans	No	Development/Pre-Construction	●	●	\$30,000	\$20,000	\$1,025	\$45,455
26037	Capital Works - Stormwater Management Upgrades for the Roma Waste Management Facility	No	Development/Pre-Construction	●	●	\$300,000	\$240,000	\$4,225	\$0
26053	Special Project - Waste Management - Implementation of environmental monitoring programs	No	Implementation/Construction	●	●	\$500,000	\$318,185	\$135,313	\$46,505
26054	Special Project - Waste Management - Implementation of site based management plans including staff training	No	Implementation/Construction	●	●	\$50,000	\$30,000		\$0
Waste Management Total:						\$2,017,425	\$1,279,785	\$170,787	\$260,260
Water Administration									
25979	Special Project - Dosing Systems Yearly Service and Report	No	Project Complete	●	●	\$190,000	\$190,000	\$178,720	\$0
25980	Special Project - Updates to the SCADA platform	No	Development/Pre-Construction	●	○	\$120,000	\$80,000	\$22,633	\$0
25984	Special Project - Reservoir Cleaning Program	No	Initiation & Definition	○	●	\$60,000	\$60,000	\$0	\$11,750
26017	Special Project - Water Pressure Testing and Network Analysis Roma CBD	No	Open	○	○	\$25,000	\$12,500		\$0
Water Administration Total:						\$395,000	\$342,500	\$201,353	\$11,750
All Projects Total:						\$111,848,174	\$52,777,211	\$34,742,186	\$32,018,956

OFFICER REPORT

Meeting: Ordinary 24 March 2026

Date: 3 March 2026

Item Number: 13.1

File Number: D26/21442

SUBJECT HEADING: In-kind Assistance and Fee Waiver Request - Mitchell Show Society 2026 Annual Show.

Classification: Open Access

Officer's Title: Local Development Officer - Mitchell

Executive Summary:

Council has received a request from the Mitchell Show Society for a fee waiver and in-kind assistance to support the delivery of the 2026 Mitchell Show, scheduled for 11–12 May 2026.

Officer's Recommendation:

That Council:

1. Approve a fee waiver for the use of the Mitchell Showgrounds Shed and Grounds from 2–14 May 2026 for the Mitchell Show, with show dates scheduled for 11–12 May 2026.
2. Approve the in-kind assistance request for the following:
 - a. Assistance with formatting and printing of the annual Show schedule
 - b. Provision of a water truck and driver to aid dust suppression
 - c. Provision of rubbish bins, including rubbish collection during and post-show
 - d. Provision of the floating stage
 - e. Cleaning of the toilets prior to the Show
 - f. Supply of the Parenting Van for the duration of the Show
3. Require that Council be acknowledged in all forms of promotion of the event.
4. Draw associated costs for the use of the Showgrounds Shed from **General Ledger 2887.2412.2132** - Internal Contributions - Community Service obligations for fee waivers.
5. Draw associated costs for the In-kind assistance to **Work Order 2883.2014.2001** – In-kind assistance Mitchell operations.

Context (Why is the matter coming before Council?):

Council has received a request from the Mitchell Show Society requesting In-kind assistance for their upcoming event on 11-12 May 2026. Due to the estimated cost of the requested assistance, Council's support is required prior to proceeding.

Background (Including any previous Council decisions):

The Mitchell Show is a long-standing community event which Council has historically supported through a combination of fee waivers and operational assistance.

The estimated value of the requested support is **\$11,405.20** and includes the waiver of hire fees for the Mitchell Showgrounds and operational assistance such as waste collection, dust suppression and printing of the Show schedule. Council's endorsement is required due to the estimated value of the assistance being provided.

The estimated value of the requested assistance for the 2026 event is outlined below:

Item	Hours x Cost Per Hour	Total Cost
Water Truck	2 days x 8 hrs. per day = 16 hrs. x \$65.00/hr.	\$ 1,040.00
Water Truck Driver	2 days x 8 hrs. per day = 16 hrs. x \$42.00/hr.	\$ 672.00
Ute Hire to and from	2 days x 10 hrs. per day = 20 hrs. x \$10.56/hr.	\$ 211.20
Rubbish Collection	30 wheelie bins x \$10.00 per bin	\$ 300.00
Cleaning Pre-Show	5 hrs. x \$44/hr.	\$ 220.00
Annual Show Guide Booklets	Printing 175 copies (54 pages)	\$ 1,890.00
Fee Waiver	Mitchell Showgrounds Shed & Grounds \$544.00 x 13 days	\$ 7,072.00
Total		\$11,405.20

There is no cost associated with the provision of the floating stage or parenting van.

Overtime rates have been included for the water truck driver, as staff availability on the public holiday show day may require double-time rates. Should staffing arrangements change, the cost may be reduced.

Options Considered:

The option of not providing the requested assistance was considered. However, Council has historically supported the Mitchell Show through similar assistance and the items requested align with previous support provided.

Recommendation:

As above.

Risks:

Risk	Description of likelihood & consequences
Event delivery impacted	If the fee waiver and in-kind assistance are not supported, the Show Society may face financial or operational constraints which could impact the delivery of the event.

Policy and Legislative Compliance:

Community Grants and Events Assistance Policy.

Budget / Funding (Current and future):

General Ledger 2887.2412.2132 – Internal Contributions – Community Service Obligations (Fee Waivers), which currently has a balance of \$16,183.77.

Work Order 19089.4048 – In-kind Assistance Mitchell Operations, which currently has \$4,214.52 remaining.

Timelines / Deadlines:

March 2026 to notify the Show of the outcome.

Consultation (Internal / External):

Secretary Mitchell Show Society
Coordinator Customer Experience Services
Customer Service Officer – Mitchell
Town & Surrounds Lead Officer – Mitchell

Strategic Asset Management Implications:

(If applicable, outline changes to whole of life costs and / or level of service)

NIL

Acronyms:

Acronym	Description
NIL	

Addition to Operational or Corporate Plan:

Plan Description	Yes / No
Operational	No
Corporate	No

Link to Corporate Plan:

Corporate Plan 2023-2028

Strategic Priority 4: Growing our region

4.11 Support development of our local communities through planning, programs and events

Supporting Documentation:

1 [↓](#) Non Financial Assistance Mitchell Show 2026

D26/22768

2 [↓](#) Fee Waiver Request Mitchell Show 2026

D26/22767

Report authorised by:

Coordinator - Local & Community Development

Manager - Tourism & Community Development

Director - Regional Development, Environment & Planning



Non-Financial Assistance Application Form

Need help?

If you're unsure about anything or need assistance with your application, please contact your Local Development Officer: ldo@maranoa.qld.gov.au | 1300 007 662

Before You Begin

Eligible not-for-profit organisations can apply for non-financial assistance throughout the year. This may include:

- Use of Council equipment or facilities (excluding bond payments)
- Waivers of development application fees or food business licence fees
- Mowing or slashing of event sites or venues.

Assessment timelines and approval processes will vary depending on the size and type of request. For full details, please refer to Council's Community Grants and Events Assistance Policy.

Request Type	Funding Amount	Submission Timeline	Assessment
In-Kind Minor	Up to \$5,000	At least 8 weeks before event	Director Approval
In-Kind Major	Over \$5,001	At least 12 weeks before event	Council Approval

Part 1: Organisation Details	
Applicant name	Kate Field
Organisation	Mitchell Show Society Inc
Email address	secretary.mitchellshow@gmail.com
Phone number	0407646330
Postal Address	PO Box 105 Mitchell Qld 4465
Is your Organisation not-for-profit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Organisation status	<input checked="" type="checkbox"/> Incorporated Legal Entity (Incorporated Association) <input checked="" type="checkbox"/> Charitable institution <input type="checkbox"/> Community organisation with a minimum of 5 years operation <input type="checkbox"/> Auspiced by an eligible organisation (Complete Part 2)
Does your organisation have an ABN?	<input checked="" type="checkbox"/> Yes - ABN Number: <input type="checkbox"/> NO – Please complete a Supplier Statement Form.

Part 2: Auspicing Organisation's Details	
<i>If you are not being auspiced by another organisation, go to Part 3.</i>	
Organisation's Name	
Is the organisation registered for GST?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> ABN:
Contact Person	
Contact number	
Email Address	

Part 3: Event / Project Details	
Event name	Annual Mitchell Agricultural Show
Location	120 Alice Street, Mitchell Show Grounds
Date/s	11th - 12th May 2026
Estimated Attendance	500
Description of event / project	Annual agricultural Show supporting and promoting the district with Ring events, Cattle, Sheep, Poultry and Caged Birds, Arts and Crafts etc.
What benefits will this event or project bring to the Maranoa community?	The events brings the rural producers and town together as one community. Promotes fellowship and benefits mental health inclusiveness.



Non-Financial Assistance Application Form

Part 4: Type of Request

Please tick all that apply:	<input checked="" type="checkbox"/> Use of Council equipment (tables, chairs, bins) <input checked="" type="checkbox"/> Use of Council Facility or venue <input checked="" type="checkbox"/> Fee waiver (E.g. development application, food licence) <input checked="" type="checkbox"/> Ongoing or repeated use of Council resources <input checked="" type="checkbox"/> Other: Printing of Schedules, watering the grounds for dust control
-----------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

List each item you are requesting:

Item / Service	Quantity / Details	Date/s required
<i>E.g. Tables and chairs</i>	<i>10 tables, 60 chairs</i>	<i>30 July 2025</i>
Printing schedules	150 copies	10th March
Rubbish Bins	15 +	8th May
Water Truck	Water down	During show

Part 5: Acknowledgement of Council Support for Events/Projects

How will you acknowledge Council's assistance?

<input checked="" type="checkbox"/> Logo on promotional material
<input checked="" type="checkbox"/> Verbal acknowledgement at event
<input checked="" type="checkbox"/> Invitation to Mayor and Councillors to attend or speak
<input checked="" type="checkbox"/> Social media or newspaper mention
<input type="checkbox"/> Council signage or banners displayed
<input checked="" type="checkbox"/> Other: Acknowledgement in Schedule / on web page

Privacy Statement

Council will use any personal information provided for the intended purpose only and for remaining in contact with you. Council is authorised to collect this information in accordance with the Local Government Act 2009 and other Local Government Regulations/Acts. Your personal information is only accessed by persons authorised to do so. Your personal information is dealt with in accordance with Council's information privacy policy and the Information Privacy Act 2009.

Part 6: Signature required

This section must be completed by an authorised representative of the organisation (e.g. President, Treasurer, Secretary, or Committee Member).

Name: Kate Field	Position: Secretary/Treasurer
Signature: <i>Kate Field</i>	Date: 27/02/2026

OFFICE USE ONLY

Recommendation: APPROVE / REFUSE	Recommendation: APPROVE / REFUSE
Assessing Officer:	Approval Officer:
Signature:	Signature:
Date:	Date:



Mitchell Show Society Inc.

IA04631

P O Box 105 Mitchell Qld 4465

ABN 38787481505

Ref: Mitchell Show 2026

8th February 2026

Jane Fenton
Community Liaison MRC
Mitchell

Dear Jane,

RE: Fee Waiver Request

The Mitchell Show Society is a not-for-Profit organisation and hold an annual Agricultural Show each year for the surrounding District. This is a **public event for our community to exhibit their equipment, animals, sports and recreation associated with agriculture and animal husbandry**. It is comprised of livestock (in which breeding stock is exhibited), local artisans exhibit and show off their skills in many areas, a trade fair, competitions, and entertainment.

The Mitchell Show Society would like to request a waiver for the hire fees for the show grounds. The dates to be included in the waiver are 2nd to the 14th May 2026. These dates include preparation, event and clean up days.

Thank you for your consideration and the society look forward to a favorable response.

If you require further clarification, please contact Kurt Witt (President) 0488 501 301 or email: secretary.mitchellshow@gmail.com.

Thank you for your consideration.

Kind Regards,

Kate Field on behalf of the Mitchell Show Society

PRESIDENT

Kurt Witt
Ph: 0488 501 301
Kurtwitt@outlook.com

SECRETARY

Kate Field
Ph: 0407 646 330
secretary.mitchellshow@gmail.com

TREASURER

Kate Field
Ph: 0407 646 330
treasurermitchellss@gmail.com

OFFICER REPORT

Meeting: Ordinary 24 March 2026

Date: 12 March 2026

Item Number: 13.2

File Number: D26/26595

SUBJECT HEADING: Support for Queensland Fringe Trail

Classification: Open Access

Officer's Title: Coordinator – Tourism

Executive Summary:

Queensland Fringe Trail are requesting in-kind use of the Roma Cultural Centre on Tuesday 4 August 2026, and a financial contribution of **\$15,000** for their event in Roma as part of their inaugural trail.

The planned Roma event includes a 'hub' at the Roma Cultural Centre, with free entertainment outdoors, a variety show in the Ernest Brock Room, and a performance by an internationally recognised act in the auditorium.

Officer's Recommendation:

That Council:

1. Provide in-principle support for the Queensland Fringe Trail Roma event, subject to \$15,000 being approved for the event in the 2026/27 budget - cost centre GL 02883.2001.2001 Regional Events; and
2. Approve the in-kind use of all areas of the Roma Cultural Centre on 4 August, including AV equipment, by the Queensland Fringe Trail.

Context (Why is the matter coming before Council?):

This matter is being presented to Council to consider the level of in-principle support to be provided to the Queensland Fringe Trail Roma event in the 2026/27 financial year.

Background (Including any previous Council decisions):

Queensland Fringe Trail have approached Council with a request to support their event in Roma.

The Queensland Fringe Trail is a new trail of events by Tom Oliver Productions, the organisers of the "**Wynnum Fringe**" in Brisbane. The trail incorporates events in Augathella, Charleville, Roma, and Toowoomba. The trail's vision is to create a festival that uplifts local artists while providing regional audiences with access to major international acts.

The Roma event will establish a ‘hub’ at the Roma Cultural Centre, featuring:

- A pop-up bar, decorations, and a caravan stage offering free live music and entertainment outdoors.
- A variety show in the Ernest Brock Room, showcasing a mix of touring and local acts across fringe genres such as music, circus, burlesque, and comedy.
- A headline performance by an internationally recognised act in the auditorium. The performer has not yet been announced and is confidential at this time.

The requested financial contribution of \$15,000 will only partially cover travel costs and artist fees for the variety show and free programming.

On Wednesday, 11 March 2026, a briefing was held to evaluate Council’s interest in supporting the event. Council expressed general support for the initiative.

Options Considered:

- **Provide full support:** Provide the fully requested financial contribution, and in-kind support.
- **Provide partial support:** Approve only the in-kind use of the Roma Cultural Centre without financial contribution.

Recommendation:

As above

Risks:

Risk	Description of likelihood & consequences
Reputational risk	<p>Medium</p> <p>If the event fails to meet community expectations or is poorly attended, it could reflect negatively on Council’s decision to provide financial and in-kind support.</p> <p>Mitigation: Work with the organisers to ensure the event is well-promoted. Encourage inclusion of local artists and community engagement.</p>
Headline act	<p>Medium</p> <p>The headline act for the event is yet to be announced. If the intended headline act withdraws, the event may not have the same appeal to the community.</p> <p>Mitigation: Organisers to confirm the headline act as soon as possible and provide Council with updates on progress.</p>

Policy and Legislative Compliance:

- Maranoa Regional Council Sponsorship Policy

Budget / Funding (Current and future):

Funding will come from the 2026/27 Budget's Events Attraction allocation.

Timelines / Deadlines:

Event date: Tuesday 4 August 2026

Consultation (Internal / External):

- Regional Arts & Culture Officer
- Manager – Tourism & Community Development
- Director – Regional Development, Environment and Planning
- Queensland Fringe Trail
- Council via briefing on Wednesday 11 March

Strategic Asset Management Implications:

(If applicable, outline changes to whole of life costs and / or level of service)

N/A

Acronyms:

Acronym	Description
AV	Audio-visual

Addition to Operational or Corporate Plan:

Plan Description	Yes / No
Operational	No
Corporate	No

Link to Corporate Plan:

Corporate Plan 2023-2028

Corporate Plan Pillar 5: Inclusivity

5.5 Cultural heritage and arts promotion

Supporting Documentation:

Nil

Report authorised by:

Manager - Tourism & Community Development

Director - Regional Development, Environment & Planning

OFFICER REPORT

Meeting: Ordinary 24 March 2026

Date: 17 March 2026

Item Number: 13.3

File Number: D26/27847

SUBJECT HEADING: Tender 26035 - Big Rig Cafe Management Agreement

Classification: Open Access

Officer's Title: Property & Tenure Officer

Executive Summary:

Council publicly advertised Tender 26035, inviting suitably skilled, qualified and experienced businesses (or individuals) to submit documentation and propose an annual rental payment, to manage and operate the Big Rig Café, located on Riggers Road, Roma, also known as Part of Lot 1 on CP905212.

The evaluation is presented for consideration.

Officer's Recommendation:

That Council:

1. Accept Thiago Ferreira (Happy Batata Café) as the preferred Tenderer for Tender 26035 – Management and Operation of the Big Rig Café, located at 2 Riggers Road, Roma Qld 4455.
2. Authorise the Chief Executive Officer (or delegate), to enter into final negotiations and sign necessary documentation.

Context (Why is the matter coming before Council?):

Council released a public tender for interested parties to enter into a Management Agreement with Council for the Management and Operation of the Big Rig Café Roma.

Council is asked to consider this request.

Background (Including any previous Council decisions):

The Roma Big Rig Café Management Agreement is over part of the Big Rig Complex located at 2 Riggers Road, Roma also known as Lot 1 on CP905212.

The tender period opened on Thursday 5 February 2026 and closed on Thursday 26 February 2026.

The advertising details were in the Maranoa Today, on Maranoa Regional Council's website and Facebook Page.

Below is a copy of the advertisement that was provided to the public:

TENDER

**Lease and Operation of
the Big Rig Café
(Food and Beverage Service)**

Tender Number - MRC 26035

Maranoa Regional Council is inviting suitably qualified and experienced operators to submit Tenders for the management and operation of the Big Rig Café

**Tenders close at 10 am,
26th February 2026.**

Tender documents (including specification and tender response form) can be obtained from www.vendorpanel.com.au

Robert Hayward
Chief Executive Officer



12843502-EB07-26

Applications were received via a closed process through VendorPanel

There was one (1) Tender received summarised below:

Tenderer	Lease Price
Thiago Wilson Ferreira (Happy Batata Café)	\$7200.00 per annum including GST

Key Personnel's Qualifications, Licenses, Endorsements and Certifications of preferred Tenderer:

Thiago Ferreira

- Bachelor of Business Administration (Overseas)
- Commercial Cookery Certificate III and IV
- Diploma in Hospitality

- Food Safety Supervisor Certification (enrolled)
- 10 years of Hospitality experience (Kitchen Hand, Cook/Head Cook, Line Chef and Breakfast Chef)

Alexia Thompson

- Bachelor of Fine Arts/ Bachelor of Business
- Digital producer
- Hospitality Café and Bar Experience

Options Considered:

Nil

Recommendation:

That Council:

1. Accept Thiago Ferreira (Happy Batata Café) as the preferred Tenderer for Tender 26035 – Management and Operation of the Big Rig Café, located at 2 Riggers Road, Roma Qld 4455.
2. Authorise the Chief Executive Officer (or delegate), to enter into final negotiations and sign necessary documentation.

Risks:

Risk	Description of likelihood & consequences
Decline Applicant	Big Rig Café will close until further notice due to current Manager closing in April 2026.

Policy and Legislative Compliance:

Local Government Regulation 2012

Budget / Funding (Current and future):

Income of \$7,200.00 including GST per annum captured against the general ledger number 01491.1075 (lease income)

Income for the three years is approximately \$21,600.00 subject to annual CPI increases.

Timelines / Deadlines:

Current Management Agreement expired 22/11/2025, current management of the café is under a month-to-month basis until April 2026.

Consultation (Internal / External):

External – King and Co – Drafting of Management Agreement

External – Applicant

Internal – Manager Facility and Property Services

Internal – Coordinator Property and Tenure Services

Internal – Debtors – Outstanding Debts with Council

Strategic Asset Management Implications:

(If applicable, outline changes to whole of life costs and / or level of service)

Nil

Acronyms:

Acronym	Description
Nil	Nil

Addition to Operational or Corporate Plan:

Plan Description	Yes / No
Operational	No
Corporate	No

Link to Corporate Plan:

Corporate Plan 2023-2028

Corporate Plan Pillar 3: Connectivity

3.1 Quality, fit-for-purpose strategic facilities

Supporting Documentation:

[1](#) Draft Management Agreement - Big Rig Cafe

D26/27838

Report authorised by:

Manager - Facility & Property Services

Director - Corporate Services

Maranoa Regional Council

##To be advised##

Management Agreement

[Roma Big Rig Cafe]

Contents of Instrument

Part 1	Reference Information	1
Item 1	Formation.....	1
Item 2	Parties.....	1
Item 3	Duration and Fees.....	1
Part 2	Background	1
Part 3	Interpreting the Agreement	2
3.1	Conventions.....	2
3.2	Operative Provisions.....	2
3.3	General Interpretation.....	2
3.4	Definitions.....	3
3.5	Cognate Expressions.....	8
3.6	Non-defined Expressions.....	8
3.7	Parties.....	8
3.8	Concurrent Responsibility.....	8
3.9	Days.....	9
3.10	Months.....	9
3.11	Years.....	9
3.12	Block References.....	10
3.13	Repair Obligations.....	10
3.14	Inclusive References.....	10
3.15	Particular References.....	10
3.16	Examples.....	10
3.17	References to Acts/Statutory Provisions.....	11
3.18	Miscellaneous References.....	11
3.19	Headings and Notes.....	11
3.20	Actions.....	11
3.21	Contra Proferentem Interpretation.....	12
3.22	Resort to Background Recitals.....	12
3.23	Severance.....	12
3.24	Nature and Intent.....	12
3.25	Legislative Intrusion.....	12
Part 4	Preliminary Assurances	12
4.1	Parties' Assurances.....	12
4.2	Representatives' Assurances.....	12
Part 5	Appointment and Status of Manager	13
5.1	Appointment.....	13
5.2	Disclosure of Status.....	13
5.3	Agency/Authority.....	13
5.4	Liabilities Incurred by Manager.....	13
Part 6	Duration of Agreement	13
6.1	Term.....	13
Part 7	Management Fee, Profits, and Operating Expenses	13
7.1	Management Fee.....	13
7.2	Management Fee Pending Adjustment.....	14
7.3	Apportionment for Broken Periods.....	14
7.4	Profits.....	14
7.5	Operating Expenses.....	14
7.6	Telecommunications Charges.....	15
Part 8	Goods & Services Tax	15
8.2	GST Grouping.....	15
8.3	Character of Payments.....	15
8.4	Responsibility for Payment.....	16
8.5	Input Credits Adjustment (Reimbursements).....	16
8.6	Adjustments.....	16
8.7	Tax Invoices and Adjustment Notes.....	16

Contents of Instrument

(ii)

8.8	Registration	16
Part 9	Expenses and Accounts	17
9.1	Accounts and Records	17
9.2	Accounting Standards	17
Part 10	General Management of Cafe	17
10.1	Part-specific Definition	17
10.2	Principal Obligations	18
10.3	Operational Standard	18
10.4	Third Party Benefits	18
10.5	Dangerous Items and Activities	18
10.6	Refuse Bins	18
10.7	Damage to/Misuse of Cafe	18
10.8	Manager's Equipment	18
10.9	Improvements	18
10.10	Inventory of Council-owned Property	19
10.11	Public Relations/Courtesy	19
10.12	Noxious/Illegal Uses	19
10.13	Assumption of Risk by Manager	19
10.14	Use of Services	19
10.15	Interference with Services	19
10.16	Amusement Machines	20
10.17	Operation of Audio/Vision Equipment	20
10.18	Signs	20
10.19	Damage/Defacement	20
10.20	Preservation of Insurance Protection	20
10.21	Staff	21
10.22	Assistance to Injured or Ill Patrons	21
10.23	Compliance with Acts	21
10.24	Consultation between Parties	22
10.25	Public Criticism	22
10.26	Theft/Loss of Property	22
10.27	Changing Locks	22
10.28	Name of Cafe	22
10.29	Licences	22
10.30	Social Media	22
Part 11	Maintenance, Cleaning, and Health	23
11.1	Cleaning / Hygiene	23
11.2	Blockages and Cleansing	23
11.3	Maintenance	23
11.4	Excepted Damage	23
11.5	Light Bulbs	24
11.6	Notice of Damage	24
11.7	Toilets	24
11.8	Maintenance and Repair Obligations	24
Part 12	Council rights and Obligations	24
12.1	Big Rig Complex	24
12.2	Structural Repairs	25
Part 13	Manager Insurance	25
13.1	Part-specific Definitions	25
13.2	Types of Manager Insurance	26
13.3	Insured Persons	26
13.4	Indemnity Levels	26
13.5	General contents of Policies	26
13.6	Particular Contents of Risk Policy	27
13.7	Notices from Insurer	27
13.8	Policy Changes	27
13.9	Acting Reasonably	27
13.10	Excesses	27
13.11	Payment of Premiums	27

Contents of Instrument

(iii)

13.12	Proof of Insurance	27
13.13	Failure to Insure	28
13.14	Settlement of Claims	28
13.15	Independent Obligations	28
Part 14	Council Insurance	28
14.1	Part-specific Definitions	28
14.2	Types of Council Insurance	29
14.3	Insured Persons	29
14.4	Indemnity Levels	29
14.5	Substantial Compliance	29
14.6	Flood Area	29
Part 15	Assignment, Subcontracting, Mortgaging	29
15.1	Prohibition (Transfer by Manager)	29
15.2	Change in Shareholder Control	29
15.3	Security over Agreement	30
Part 16	Termination of Agreement	30
16.1	Destruction of or Damage to Cafe	30
16.2	Vacation of Possession	30
16.3	Benefit of Contracts and Arrangements	30
16.4	Acquisition of Manager Equipment	30
Part 17	Indemnities	31
17.1	Manager Indemnity	31
Part 18	Force Majeure	31
18.1	Part-specific Definitions	31
18.2	Notice of Occurrence	32
18.3	Mitigation of Effect	32
18.4	Suspension of Obligations	32
18.5	Notice of Cessation	32
18.6	Resumption of Performance	32
18.7	Absorption of Losses	33
Part 19	Default	33
19.1	Part-specific Definitions	33
19.2	Termination for Convenience	33
19.3	Events of Default	33
19.4	Appointment of Receiver	33
19.5	Remedy of Default	34
19.6	Default by Council	34
19.7	Termination by Council	34
19.8	Irremediable Defaults	34
Part 20	Notices	35
20.1	Formal Requirements	35
20.2	Service of Notices	35
20.3	Receipt of Notices	35
Part 21	Trustee Covenants	35
21.1	Application of Part	35
21.2	Dual Capacity	35
21.3	Trustee Warranties	36
21.4	Prohibited Trust Dealings	36
21.5	Remedies upon Trustee Default	36
21.6	Copy Trust Instrument	36
Part 22	Miscellaneous	36
22.1	Time for Performance	36
22.2	Partnership / Joint Venture	37
22.3	Council Obligations and Entitlements	37
22.4	Communications between Parties	37
22.5	Good Faith Obligations	37
22.6	Honest Refusals	37

663065/ 311017/ (iii)

Contents of Instrument

(iv)

22.7	Entirety of Agreement	38
22.8	Cumulative Entitlements	38
22.9	Withholding Tax	38
22.10	Waiver/Abandonment of Entitlement	38
22.11	Variation of Agreement	38
22.12	Survival of Provisions	38
22.13	Character of Instrument	39
22.14	Delivery	39
22.15	Governing Law.....	39
22.16	Jurisdiction (Adjudication of Disputes).....	39
Appendix 1	40
	[Inventory of Council-owned Property]	40
Appendix 2	44
	[Plan] 44	
	ATTESTATIONS.....	45
	Council	45
	Manager.....	45

Management Agreement [Roma Big Rig Cafe]

PART 1 REFERENCE INFORMATION

Item 1 Formation

Date: , 2025

Item 2 Parties

Name: Maranoa Regional Council (ABN 99 324 089 164).
Description in Agreement: Council.

Address for Notices:
Delivery: Cnr Bungil & Quintin Streets
Roma, Qld 4455.
Post: PO Box 620
Roma, Qld 4455.

Name: ##To be advised##
ABN/ACN ##To be advised##
Description in Agreement: Manager.

Address for Notices:
Delivery: ##To be advised##
Post: ##To be advised##
Email: ##To be advised##

Item 3 Duration and Fees

Term: ##To be advised##

Commencement Date: ##To be advised##

Expiry Date: ##To be advised##

Management Fee: At the Commencement Date, the amount of ##To be advised## per annum (inclusive of GST), payable by Manager. The Management Fee will be adjusted on each Adjustment Date in accordance with clause 7.1(3).

Insurances: **Manager Damage Policy: full reinstatement or replacement cost.**

Errors and Omissions Policy: not less than \$20,000,000.00.

Manager Risk Policy: not less than \$20,000,000.00.

Workers compensation cover.

Management Agreement
[Roma Big Rig Cafe]

Page 2

PART 2 BACKGROUND

- 2.1 Council holds the land on which the Roma Big Rig Café is situated (the *Cafe*) under a special lease for public purposes from the State of Queensland.
- 2.2 Council accepted a tender submitted by the Manager to operate the Cafe on its behalf, as its contracted manager.
- 2.3 Council is to enter the management contract with the Manager.
- 2.4 This instrument records the terms of the agreement.

PART 3 INTERPRETING THE AGREEMENT

3.1 Conventions

- (1) The conventions detailed in this Part 3 have been adopted in drawing this Agreement.
- (2) The Agreement is composed of:
- (a) the narrative provisions;
 - (b) the appendices; and
 - (c) the attestations.
- (3) The narrative provisions are divided into Parts (Part 1 to 20.3(4)).
- (4) Part 1 is composed of Items and each subsequent Part is composed of Clauses.
- (5) Some Clauses contain numbered component and sub-component provisions.
Examples: Clause 3.3(1); Clause 3.3(2)(a).
- (6) The following types of word begin with a capital letter:
- (a) a word that is, or is part of, an expression defined in Clause 3.4 or another Clause;
 - (b) a word that begins a sentence;
 - (c) a proper noun.

3.2 Operative Provisions

All provisions of the Agreement are operative provisions, other than:

- (1) those comprising Part 2 (which merely provide an introduction reciting [recording] the background to the operative provisions); and
- (2) those expressly identified as non-operative provisions.

3.3 General Interpretation

- (1) This Agreement is to be interpreted by reference to the provisions of this Part 3.
- (2) However, each such provision applies only to the extent that:
 - (a) a given context does not require otherwise; or
 - (b) a contrary intention is not apparent.

Management Agreement
[Roma Big Rig Cafe]

Page 3

3.4 Definitions

Each of the following expressions in bold to the left bears the meaning shown opposite or contained in the cross-referenced provision shown opposite:

- | | |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Act | <ul style="list-style-type: none"> (1) A legislative enactment of the Queensland Parliament or the Commonwealth Parliament. (2) Subordinate legislation made under the enactment. (3) A direction or requirement made by a competent entity under the enactment or subordinate legislation. (4) A licence, authorization, consent, approval, or exemption granted under the enactment or subordinate legislation. (5) A planning instrument. (6) A local law. |
| Act of Insolvency | <ul style="list-style-type: none"> (1) For a natural person: <ul style="list-style-type: none"> (a) committing an act of bankruptcy; (b) presenting a debtors petition for bankruptcy, or suffering the presentation of a creditors petition; (c) signing under the <i>Bankruptcy Act</i> an authority to appoint a controlling trustee; (d) becoming bankrupt upon a debtors petition or a creditors petition; (e) failing to secure the return of an asset within 21 days after a creditor or an encumbrancee lawfully seizes it. (2) For a corporation other than a local government: <ul style="list-style-type: none"> (a) suffering the appointment of a receiver, which appointment is not terminated, postponed, or enjoined within 14 days after it is made; (b) (if a company) entering voluntary administration; (c) entering a composition or scheme of arrangement for the benefit of creditors; (d) failing to satisfy a statutory demand under the <i>Corporations Act</i>; (e) passing a voluntary winding up resolution, voluntarily applying to be wound up, or suffering presentation of an application for its winding up; (f) suffering the appointment of a provisional liquidator; (g) being wound up or being deregistered. (3) For any entity: <ul style="list-style-type: none"> (a) failing to pay a judgment debt, or to have the judgment set aside, within 21 days after the judgment is given against it; (b) failing to secure the return of an asset within 21 days after a creditor or an encumbrancee lawfully seizes it. |

Management Agreement
[Roma Big Rig Cafe]

Page 4

Address for Notices	For each Party: <ol style="list-style-type: none"> (1) its address or email address shown in Part 1; (2) such other address or email address as it has expressly notified to the Party giving it a notice as its address for notices under this Agreement; or (3) if it is not at either such address or email address, its last principal place of business or facsimile number known to the Party giving it a notice.
Adjustment Date	Means each anniversary of the Commencement Date.
Agreement	This instrument and the agreement it evidences.
Appendix	An appendix to this Agreement.
Bankruptcy Act	<i>Bankruptcy Act 1966 (Cwlth)</i> .
Business Day	<ol style="list-style-type: none"> (1) For giving notice: a day other than a Saturday, a Sunday, or another public holiday in the locality to which the notice is to be sent. (2) For making a payment: a day, other than a Saturday, a Sunday, or another public holiday, upon which banks are open for business in the locality of the recipient's Address for Notices. (3) For trading hours: Monday to Sunday (inclusive). (4) For this definition, a bank is a trading bank licensed to conduct banking business, and conducting banking business, under a Commonwealth Act or a Queensland Act regulating banking.
Business Hours	8:30am to 2:00pm upon each Business Day.
Café	The café known as "The Roma Big Rig Cafe".
Chief Executive Officer	Council's chief executive officer, including: <ol style="list-style-type: none"> (1) a person acting in the position at a relevant time; and (2) a person to whom the chief executive officer's power has been relevantly delegated concerning this Agreement.¹
Clause	A numbered clause, sub-clause, or paragraph in this Agreement other than in an Appendix.
Commencement Date	Means the date noted as the commencement date in Item 3.

¹ Local Government Act section 259 details the chief executive officer's delegation powers.

Management Agreement
[Roma Big Rig Cafe]

Page 5

Confidential Information	<ul style="list-style-type: none"> (1) Financial information concerning the Cafe and this Agreement. (2) Information stated by or on behalf of a Party to be confidential. (3) Information that a reasonable person in the position of a Party acquiring it would consider: <ul style="list-style-type: none"> (a) commercially or politically sensitive; or (b) otherwise not intended for dissemination to any third person. (4) However, information is not confidential if: <ul style="list-style-type: none"> (a) it is already public knowledge; or (b) it is obvious or trivial.
Corporations Act	<i>Corporations Act 2001 (Cwlth).</i>
Cost	Includes loss, liability, and expense.
Council	Maranoa Regional Council. Refer to Item 2.
Council Damage Policy	Refer to Clause 14.1.
Council Property	Refer to Clause 14.1.
Council Risk Policy	Refer to Clause 14.1.
Councillor	At any given time, an elected member of Council.
CPI	<ul style="list-style-type: none"> (1) The Consumer Price Index (All Groups) Brisbane published from time to time by the Australian Bureau of Statistics (ABS). (2) If that index is inappropriate: the Wage Cost Index, Australia published by the ABS at the relevant times. (3) If neither the foregoing two indices is appropriate: the Average Weekly Earnings, Australia index, published by the ABS at the relevant times. (4) If none of the foregoing three indices is appropriate: an index that the Australian Statistician nominates as appropriate (whether by public notice or by specific advice to Council or the Manager). (5) If the Australian Statistician has not published an appropriate index, and will not nominate one: an index or average the Parties agree is appropriate. (6) An index or average is appropriate if it reflects on a consistent basis changes in the cost of living in Brisbane during a relevant period. (7) An index or average is inappropriate if: <ul style="list-style-type: none"> (a) it is suspended or discontinued; or (b) the method of its calculation is so substantially altered that it does not reflect on a consistent basis change in the cost of living in Brisbane during a relevant period.

Management Agreement
[Roma Big Rig Cafe]

Page 6

Cross-liability Provision	Refer to Clause 13.1.
Default Notice	Refer to Clause 19.1.
Electricity Charge	Refer to Clause 7.5(2)
Expiry Date	Means the date noted as the expiry date in Item 3.
Force Majeure	Refer to Clause 18.1.
Formation Date	Refer to Clause 6.1(1).
GST Act	Refer to Clause 8.1(2).
Harm	All or any of: <ol style="list-style-type: none"> (1) property loss, including loss of use (complete or partial) and loss through misplacement and theft; (2) property damage; (3) damage to reputation; (4) death; (5) personal injury, including shock, fright, and mental distress; (6) illness, including mental illness; and (7) (for clarity) disablement, whether through personal injury or illness.
Impacted Obligation	Refer to Clause 18.1.
Impacted Party	Refer to Clause 18.1.
Item	A numbered item of information in Part 1.
LGM Pool	Refer to Clause 14.1.
Local Government Act	<i>Local Government Act 2009.</i>
Maintenance	Includes repairing damage and replacing items that require replacement.
Management Fee	Refer to Clause 7.1.
Manager	Refer to Item 2.
Manager Damage Policy	Refer to Clause 13.1.
Manager Property	Refer to Clause 13.1.
Manager Risk Policy	Refer to Clause 13.1.
Officer	<ol style="list-style-type: none"> (1) For the Manager, if a corporation: a director, a company secretary, or an attorney. (2) For the Manager, if a natural person: that person.

Management Agreement
[Roma Big Rig Cafe]

Page 7

- (3) For Council, when concerning the signature of a document (for example, a notice or an agreement):²
- (a) its mayor;
 - (b) a councillor or Council employee authorized in writing by its mayor to sign the document or to sign documents of a class that encompasses the document;
 - (c) a person to whom Council has delegated the power to sign the document or to sign documents of a class that encompasses the document; or
 - (d) (for clarity, if the delegate is the Chief Executive Officer) the Chief Executive Officer's lawful sub-delegate for the purpose.³
- (4) For Council, when concerning the performance of an act other than the signature of a document:
- (a) a person to whom Council has delegated the power to perform the act;
 - (b) if Council has delegated the power to the Chief Executive Officer: the Chief Executive Officer's lawful sub-delegate for the purpose.
- (5) For either Party: its solicitor.

Operating Expenses

Refer to Clause 7.5(2).

Part

A numbered part or division of this Agreement, other than an Appendix, containing:

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

Party

- (1) In a provision other than a provision of Part 20 each or either of:
 - (a) Council; and
 - (b) the Manager.
- (2) In Part 20 each or any of:
 - (a) Council; and
 - (b) the Manager;

Queensland Court

Refer to Clause 22.16(1).

Receiver

A receiver, or a receiver and manager, of the assets and undertaking of the Manager deployed in operating the Cafe pursuant to this Agreement.

Registered Insurer

Refer to Clause 13.1.

² Refer to Local Government Act section 236 concerning persons who may sign documents on behalf of a local government.

³ Refer to Local Government Act section 259 concerning Chief Executive Officer sub-delegation.

Management Agreement
[Roma Big Rig Cafe]

Page 8

Services	<p>(1) The utility services from time to time appurtenant to the Cafe, including:</p> <p>(a) electronic services, including telecommunications apparatus;</p> <p>(b) lifts;</p> <p>(c) fire, sprinkler, and air conditioning;</p> <p>(d) lighting, gas, fuel, and other energy;</p> <p>(e) water, sewerage, and drainage.</p> <p>(2) The infrastructure via which those utility services are delivered, including fittings, fixtures, appliances, plant, and equipment.</p>
Structural	Load-bearing and/or supportive, or otherwise essential to the integrity of fabric or a building or other structure.
Term	The period beginning on the Commencement Date and ending (unless extended) on the Expiry Date.
Third Person	A person who is not a Party, including a person who is a Party but is acting in a non-Party capacity.
WHS Act	Refer to Clause 10.1.
WorkCover	Insurance under the <i>Workers Compensation Act</i> .
Workers Compensation Act	<i>Workers Compensation and Rehabilitation Act 2003</i> .

3.5 Cognate Expressions

Derivatives of a defined expression bear meanings corresponding to and consistent with the definition.

3.6 Non-defined Expressions

A term not relevantly defined in the Agreement carries the meaning that the Oxford Dictionary of English ascribes to it.

3.7 Parties

- (1) Reference to a Party who is a natural person includes the person's personal representatives and permitted assigns (transferees).
- (2) Reference to a Party that is a legal entity other than a natural person includes the entity's successors and permitted assigns (transferees).

Examples of a legal entity other than a natural person:

- (a) a corporation; and
- (b) a body politic.

3.8 Concurrent Responsibility

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

- (1) all of those persons collectively; and
- (2) each of them as an individual.⁴

⁴ This collective and individual responsibility is otherwise known as joint and several responsibility.

Management Agreement
[Roma Big Rig Cafe]

3.9 Days

- (1) A day is a 24-hour period ending at midnight.
- (2) A period beginning upon a specified day begins at the beginning of that day.
- (3) A period ending upon a specified day ends at the end of that day.

3.10 Months

- (1) A month is a named month of the Christian calendar (a *calendar month*).
- (2) However, for a provision under which a single month or a series of months begins, or may begin, upon a day (the *start day*) other than the first of a calendar month, the following provisions apply.
- (3) The single month ends:
 - (a) in the calendar month that follows the calendar month in which it begins;
 - (b) on the day before the day that corresponds with the start day.
Example: A month prescribed as beginning on 15 January ends on 14 February.
- (4) The series of months similarly ends:
 - (a) in the last calendar month of the series;
 - (b) on the day before the day that corresponds with the start day.
Example: A 3-month period prescribed as beginning on 15 January ends on 14 April.
- (5) If the calendar month during which the single month ends, or the calendar month during which the series of months ends, contains no day corresponding with the start day, the single month or the series of months ends on the last day of that next or final calendar month.
Examples:
 - (a) A month prescribed as beginning on 30 January ends on 28 February (normal year) or 29 February (leap year).
 - (b) A 3-month period prescribed as beginning on 30 November ends on 28 February (normal year) or 29 February (leap year).

3.11 Years

- (1) A year is a 12-month period determined according to the Christian calendar.
Example: A period beginning on 1 March and ending on the following 28 or 29 February.
- (2) However, for a provision that prescribes a year or series of years as beginning on a day (the *start day*) other than the first of a calendar month, the following provisions apply.
- (3) The prescribed year expires in the 12th calendar month, on the day preceding the day that corresponds with the start day.
Example: A year prescribed as beginning on 15 January ends on the following 14 January.
- (4) The prescribed series of years similarly ends in the relevant calendar month on the day immediately before the day that corresponds with the start day.
Example: A 3-year period prescribed as beginning on 15 January, 2012 ends on 14 January, 2015.
- (5) If the calendar month in which a prescribed year or series ends contains no day corresponding with the start day, the prescribed year or series ends on the last day of that calendar month.
Examples:
 - (a) A year prescribed as beginning on 30 January ends on the following 28 February (normal year) or 29 February (leap year).
 - (b) A 3-year period prescribed as beginning on 30 January, 2012 ends on 28 February, 2015.

Management Agreement
[Roma Big Rig Cafe]

Page 10

3.12 Block References

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

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

- (2) Reference to the items between two specified items (in this or another instrument) includes each of those two specified items.

Examples:

- (a) *A reference to "the items numbered 10 to 20" is a collective reference to the item numbered 10, the item numbered 20, and the numbered items between them.*
- (b) *A reference to the provisions "from sub-clause (1) to sub-clause (5)" is a collective reference to sub-clause (1), sub-clause (5), and to the sub-clauses between them.*
- (c) *A reference to the provisions "between section 2A and section 2Z" is a collective reference to section 2A, section 2Z, and the sections between them.*

3.13 Repair Obligations

An obligation to repair an item or a component includes an obligation to replace it if:

- (1) the item or component is irreparable; or
- (2) replacement is prudent as an economic or safety measure.

3.14 Inclusive References

- (1) "Include" and its derivatives are not expressions of limitation.
- (2) For clarity, where a provision states that a given thing includes another specified thing or other specified things, the other specified thing or things must be treated as:
- (a) merely exemplifying what the given thing may encompass;
- (b) not as stating everything (or the only thing/s) that it does encompass.
- (3) Obversely (and also for clarity), where a provision states that a given thing is, or given things are, included in something else, that given thing or those given things must be treated as:
- (a) merely exemplifying what may be encompassed by that something else;
- (b) not as stating everything (or the only thing/s) encompassed by it.

3.15 Particular References

- (1) "In particular" and "particularly" are not expressions of limitation.
- (2) Where a provision that is prefaced or introduced by the expression, "in particular" or "particularly", refers to or qualifies another provision of more general application, the former provision does not limit the ambit of the latter provision.

Example: The particular Maintenance obligations in Clause 11.3(3) do not limit or qualify the general Maintenance obligation in Clause 11.3(1).

3.16 Examples

- (1) Irrespective of whether it appears within the body of the provision or as a discrete statement that follows the provision, an example of a provision's operation or effect is part of the provision and is not to be disregarded when interpreting the Agreement.
- (2) The example is not exhaustive.
- (3) The example does not limit the meaning of the provision but it may extend that meaning.
- (4) The example and the provision are to be read:
- (a) relative to one another; and

Management Agreement
[Roma Big Rig Cafe]

- (b) in the context of all provisions of the Agreement.
- (5) If, so read, the example and the provision are inconsistent, the provision prevails.

3.17 References to Acts/Statutory Provisions

- (1) Reference to an Act includes an Act that amends, consolidates, or replaces an Act.
- (2) Reference to a section or other provision of an Act includes a section or provision that amends, consolidates, or replaces the section or provision.
- (3) Reference to an Act not identified (by definition or otherwise) as an Act of the Commonwealth Parliament is to an Act of the Queensland Parliament.

3.18 Miscellaneous References

- (1) Reference to the singular includes the plural, and vice-versa.
- (2) Reference to a gender includes each other gender.
- (3) Reference to a person encompasses a natural person, a corporation, any other type of legal entity (including a body politic), a firm, and a voluntary association.
- (4) Reference to an entity that has ceased to exist, or has reconstituted, amalgamated, reconstructed, or merged, is to be treated as a reference to the entity:
- (a) established or constituted in its stead; or
- (b) succeeding, as nearly as may be, to its power or function.
- (5) Reference to an office or a position includes an office or a position:
- (a) established or constituted in lieu of that office or position; or
- (b) as nearly as may be, succeeding to its power or function.
- (6) Reference to an agreement or other instrument is to that agreement or instrument as amended, supplemented, replaced, or novated.
- (7) Reference to termination of this Agreement is a reference to termination by any means (for example, by expiry or merger, by frustration, or by termination for breach).
- (8) Reference to money is a reference to Australian dollars and cents.
- (9) Reference to a time of day is a reference to Australian Eastern Standard Time.
- (10) Reference to writing is a reference to reproduction of words, figures, symbols, and shapes in visible form, in English.

3.19 Headings and Notes

The table of contents, the headings, and any notes (including footnotes and endnotes):

- (1) appear for convenience only; and
- (2) are not operative provisions of the Agreement.

3.20 Actions

- (1) Reference (direct or indirect) to person's act:
- (a) encompasses an act of commission and an act of omission; and
- (b) includes the act of another person if the law deems the other person's act also to be the first-mentioned person's act because of the legal relationship between the two.

Example for sub-clause (1)(b): The act of an employee, in the performance of that person's duties as employee, is imputed to his/her employer; that is, it is deemed by law also to be the act of the employer.

- (2) A provision that obliges a person not to do something obliges the person also to prevent others over whom he has control or dominion from doing that thing.

Management Agreement
[Roma Big Rig Cafe]

Page 12

- (3) An obligation to use its best endeavours, or to use reasonable endeavours, does not require a Party to act against its own interests.

3.21 Contra Proferentem Interpretation

A provision of the Agreement is not to be interpreted against the interest of a Party merely because the Agreement or provision was drawn by or on behalf of that Party.

3.22 Resort to Background Recitals

- (1) If the meaning of an operative provision (alone or read in conjunction with other operative provisions) is clear, no Part 2 provision may be invoked to qualify or otherwise alter that meaning.
- (2) However, if an operative provision (alone or read in conjunction with other operative provisions) is ambiguous, or its meaning is otherwise unclear, that provision is to be read in conjunction with any Part 2 provision that elucidates or assists in elucidating what the Parties intended it to mean.

3.23 Severance

A provision is to be treated as omitted from the Agreement if:

- (1) the provision is void, unenforceable, or incomprehensible; or
- (2) retaining the provision would render the Agreement or part of the Agreement void, unenforceable, or incomprehensible.

3.24 Nature and Intent

The nature and intent of the Agreement is to be determined by reference at least to:

- (1) the subject of the Agreement;
- (2) Clause 3.22;
- (3) the express provisions of the Agreement as originally made (including those omitted pursuant to Clause 3.23);
- (4) the nature of the provision/s omitted pursuant to Clause 3.23; and
- (5) the practicality of effectuating the Agreement net of the omitted provisions.

3.25 Legislative Intrusion

A provision in an Act, purporting to exclude or amend a provision of the Agreement, is inapplicable to the Agreement to the extent that the Act or another law permits the Parties to exclude by agreement the application of that provision.

PART 4 PRELIMINARY ASSURANCES

4.1 Parties' Assurances

- (1) Each Party assures the other Party that:
- (a) it possesses the capacity and power to enter this Agreement;
- (b) it possesses the power to perform all of its obligations under the Agreement;
- (c) all necessary authorizing action has been taken to enable it to enter the Agreement and to perform its obligations (*for example, the passage of any necessary resolutions*);
- (d) entering the Agreement does not contravene, and performing its agreed obligations will not contravene, any law by which it is bound.
- (2) Each Party acknowledges that the other enters this Agreement in reliance upon those assurances.

4.2 Representatives' Assurances

Each person signing the Agreement as an Officer or other representative of a Party assures the other Party that he possesses unrestricted authority to sign in that capacity.

Management Agreement
[Roma Big Rig Cafe]

PART 5 APPOINTMENT AND STATUS OF MANAGER

5.1 Appointment

Council appoints the Manager to operate the Cafe throughout the Term, and the Manager accepts the appointment.

5.2 Disclosure of Status

The Manager must not, whether in the course of operating the Cafe or otherwise, represent that:

- (1) it possesses any proprietary or other interest in the Cafe; or
- (2) that it is other than the contracted operator of the Cafe.

5.3 Agency/Authority

The Manager acknowledges that:

- (1) this Agreement alone does not constitute it as Council's agent for any purpose; and
- (2) it possesses no authority to incur any obligation or liability on Council's behalf, or in Council's name.

5.4 Liabilities Incurred by Manager

- (1) Obligations that the Manager incurs in operating the Cafe must be incurred in its own name and on its own account.
- (2) Any agreement, letter, order, or other document to which the Manager is a party, or that the Manager uses, in operating the Cafe must display the Manager's name prominently, identifying it as the operator of the Cafe, whether or not the document also bears the name of the Cafe.

PART 6 DURATION OF AGREEMENT

6.1 Term

- (1) Irrespective of the Formation Date, the Term begins on the Commencement Date.
- (2) The *Formation Date* is:
 - (a) the date this Agreement is formed as a contract or (if not a contract) a mutual deed; but
 - (b) absent evidence establishing a different date, that date is the date specified at Item 1.
- (3) The Term ends on the Expiry Date.



PART 7 MANAGEMENT FEE, PROFITS, AND OPERATING EXPENSES

7.1 Management Fee

- (1) The Manager must pay Council the annual fee (the *Management Fee*) for the applicable year of the Term.
- (2) The annual Management Fee payable during the first year of the Term is **### to be advised##** per annum (inclusive of GST).
- (3) For each subsequent year of the Term, the annual Management Fee will (on and from each Adjustment Date) be the greater of:
 - (a) the annual Management Fee payable immediately before the Adjustment Date; and
 - (b) the annual Management Fee determined by applying the formula:

$$\text{Management Fee} \times \frac{\text{CPI 2}}{\text{CPI 1}}$$

For that formula:

Management Agreement
[Roma Big Rig Cafe]

Management Fee is the management fee payable immediately before the Adjustment Date (for example: if the management fee to be paid during the second year of the Term is being calculated, the Management Fee for the calculation is the rent payable for the year of the Term);

CPI 2 is the CPI published for the quarter year last expiring before the Adjustment Date; and

CPI 1 is the CPI published for the equivalent quarter of the previous year (for example: if CPI 2 is the CPI for the third quarter of a given year, CPI 1 is the CPI for the third quarter of the previous year).

If CPI 1 or CPI 2 is not ascertainable, the Parties must choose a substitute index.

- (4) The Manager must pay the Management Fee:
- (a) monthly in advance;
 - (b) by equal consecutive instalments, each being one-twelfth of the annual Management Fee;
 - (c) to Council's nominated account.

7.2 Management Fee Pending Adjustment

- (1) The adjusted Management Fee will be payable from the Adjustment Date, irrespective of when the adjustment is calculated or payment is demanded.
- (2) The Management Fee for an expired year of the Term continues to be payable post expiry unless and until an adjusted management fee for the following year is determined. Once the Management Fee for that applicable year of the Term has been determined in accordance with the terms of this agreement, within 30 days the parties must make an adjustment between themselves representing the difference between the Management Fee paid at the pre-Adjustment Date rate and the Management Fee payable at the increased rate for the applicable year of the Term

7.3 Apportionment for Broken Periods

- (1) Clauses 7.3(2) and 7.3(3) apply if the Term:
 - (a) begins on a day other than the first of a Month; or
 - (b) expires on a day other than the last day of a Month.
- (2) The Manager must pay for the broken period:
 - (a) preceding the first complete Month; and
 - (b) following the last complete Month,
 a proportionate part of the Monthly instalment payable on account of the Management Fee (calculated at a pro rata daily rate).
- (3) The Manager must make the payment not later than the 1st day of the broken period.

7.4 Profits

The Manager will retain all profit and income from the operation of the Café.

7.5 Operating Expenses

- (1) The Manager will meet the Operating Expenses
- (2) *Operating Expenses* are the expenses incurred, day-to-day and at wider intervals, in the use and operation of the Cafe, including all:
 - (a) charges for gas and electricity;
 - (b) water consumption charges;
 - (c) service and equipment supply charges for installed telephones;
 - (d) charges for telephone and data usage by the Manager ;

Management Agreement
[Roma Big Rig Cafe]

Page 15

- (e) Maintenance costs (including painting and plumbing expenses) incurred in keeping the Cafe (including all of its plant and equipment) in good operational order and condition;
- (f) cleaning expenses;
- (g) rubbish and waste removal expenses;
- (h) pest control expenses;
- (i) expenses of complying with Acts and governmental requirements or orders; and
- (j) where applicable, insurance premiums and other charges, including duty.

7.6 Telecommunications Charges

For the avoidance of any doubt, the Manager will be responsible for its own telephone and data usage charges.

PART 8 GOODS & SERVICES TAX

8.1 Interpretation of Terms

- (1) Each of the following expressions bears the meaning the *GST Act* ascribes to it:
 - (a) adjustment event;
 - (b) adjustment note;
 - (c) Commissioner;
 - (d) consideration;
 - (e) creditable acquisition;
 - (f) GST;
 - (g) GST group;
 - (h) input tax credit;
 - (i) recipient;
 - (j) recipient created tax invoice;
 - (k) registered;
 - (l) representative member;
 - (m) supplier;
 - (n) taxable supply;
 - (o) tax invoice.
- (2) The *GST Act* is *A New Tax System (Goods and Services Tax) Act 1999 (Cwlth)*, and includes other GST-related legislation.

8.2 GST Grouping

Also, references to a supplier, a recipient, a payer, or a payee who is a member of a GST group⁵ include the representative member for that person's GST group.

8.3 Character of Payments

- (1) Non-monetary consideration for a taxable supply under this Agreement is GST-inclusive.

⁵ Companies within a 90%-owned group, and in some cases other entities (such as non-profit bodies), can be approved by the Commissioner as a GST group. One member of the group then deals with all the GST liabilities and entitlements of the group (excepting GST on most taxable importations), and (in most cases) intra-group transactions are excluded from GST.

Management Agreement
[Roma Big Rig Cafe]

Page 16

- (2) However, unless the Agreement states otherwise, monetary consideration for a taxable supply under the Agreement is GST-exclusive.

8.4 Responsibility for Payment

The recipient must:

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

8.5 Input Credits Adjustment (Reimbursements)

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

8.6 Adjustments

- (1) This Clause 8.6 applies if an adjustment event occurs concerning a taxable supply made under this Agreement.
- (2) The consideration for the supply will be recalculated to reflect the adjustment event.
- (3) As the case requires:
 - (a) the recipient must pay the resultant GST shortfall to the supplier; or
 - (b) the supplier must refund the resultant GST overpayment to the recipient.

8.7 Tax Invoices and Adjustment Notes

- (1) The supplier need not give the recipient a tax invoice or adjustment note for a taxable supply under the Agreement if:
 - (a) the Commissioner has issued a written determination or ruling permitting the recipient to issue a recipient created tax invoice for the supply; and
 - (b) the recipient gives the supplier a recipient created tax invoice or an adjustment note (as the case requires) for that supply.
- (2) Otherwise, however, the supplier must give the recipient, when it makes the taxable supply or in exchange for the consideration, a tax invoice for the supply.
- (3) The supplier also must give the recipient an adjustment note:
 - (a) in exchange for payment of a GST shortfall; or
 - (b) in conjunction with the payment of a GST refund.
- (4) If the consideration for a taxable supply is non-monetary, the tax invoice for the supply, and a relevant adjustment note, must state as the consideration the GST-inclusive market value of the supply.
- (5) A Party that has been issuing recipient created tax invoices for taxable supplies under the Agreement must notify the other Party promptly if it loses its entitlement to issue such invoices.

Management Agreement
[Roma Big Rig Cafe]

Page 17

8.8 Registration

- (1) Each Party declares that it is registered.
- (2) A Party must notify the other promptly if it ceases to be registered.

PART 9 EXPENSES AND ACCOUNTS**9.1 Accounts and Records**

- (1) Irrespective of its obligations under any Act concerning maintenance of accounts and other financial records, the Manager must maintain at all times during the Term complete and accurate accounts and records concerning operation of the Cafe pursuant to this Agreement.
- (2) In particular, the Manager must maintain and retain complete and accurate accounts and records of all income and expenditure, Operating Expenses, and other charges paid by it and payable to it concerning use and operation of the Cafe.
- (3) The Manager must take all reasonable steps to ensure that every relevant transaction is recorded (where appropriate upon serially numbered invoices or receipts, or electronically) in accordance with recommendations made by Council from time to time.
- (4) The Manager must keep its financial records at a place Council approves, the approval not to be unreasonably withheld or delayed.
- (5) Upon receipt of not shorter than 2 Business Days' notice of Council's desire to inspect them, the Manager must give Council unrestricted access to:
 - (a) the financial records; and
 - (b) all other records of the performance of its obligations under this Agreement.
- (6) In particular, though without limitation:
 - (a) Council may inspect and audit at any time all of the Manager's financial records concerning operation of the Cafe;
 - (b) the Manager must ensure its availability, and the availability of its staff, for interview by Council concerning operation of the Cafe; and
 - (c) if an audit or enquiry on behalf of Council has revealed an irregularity that, in Council's opinion (reasonably formed), is material, the Manager must reimburse Council upon demand the cost of the audit or enquiry.
- (7) When the Agreement terminates the Manager must hand to Council all accounts and other records it has maintained pursuant to this Clause 9.1. However, for clarity, the Manager may also retain its own copies of all such accounts and other records

9.2 .Accounting Standards

The Manager must maintain its financial records in conformity with the requirements of all relevant Acts, and otherwise in conformity with generally-accepted accounting practices in Australia for businesses similar to the business the subject of this Agreement.

PART 10 GENERAL MANAGEMENT OF CAFE**10.1 Part-specific Definition**

For this Part 10, the *WHS Act* is the *Work Health and Safety Act 2011*.

Management Agreement
[Roma Big Rig Cafe]

Page 18

10.2 Principal Obligations

- (1) Unless otherwise required under a specific provision of this Agreement, or lawfully directed by Council, the Manager must keep the Cafe open for use by members of the public during the Business Hours.
- (2) The Manager must also keep the Café open for use by members of the public on at least 2 nights each week.
- (3) The Manager may open the Café during hours outside of the Business Hours if it is lawful to do so.
- (4) The Manager is not required to open the Café on Christmas Day, Boxing Day and New Year's Day.
- (5) The Manager must not open the Café during the stipulated Anzac Day non- trading hours for Queensland.
- (6) The Manager must pay its creditors and employees promptly, and collect without delay money owing by its debtors.
- (7) The Manager also must comply promptly and diligently with the requirements of all Acts regulating use of the Cafe, particularly those of the *WHS Act*.

10.3 Operational Standard

The Manager must operate the Cafe honestly competently and in a professional manner:

- (1) to preserve and enhance the amenity (including aesthetic appeal) and the goodwill (reputation) of the Cafe; and
- (2) to optimize the benefit of the Agreement to each Party.

10.4 Third Party Benefits

- (1) The Manager must not seek, claim, or accept from a person other than Council, without Council consent, remuneration for doing anything related to the discharge of its obligations under this Agreement.
- (2) The Manager must declare to Council, and deal as Council reasonably requires with, any gratuity or benefit offered to it, in return for anything done in the discharge of Manager duties under this Agreement.

10.5 Dangerous Items and Activities

The Manager must not use or store dangerous goods at the Cafe, or permit their storage there.

10.6 Refuse Bins

Council will supply the bins reasonably necessary for collection and disposal of refuse from the Cafe via the weekly refuse service Council operates as local government.

10.7 Damage to/Misuse of Cafe

- (1) The Manager must not damage, overload or otherwise misuse Services and other Cafe facilities.
- (2) The Manager must ensure that its personnel, patrons, and other visitors do not damage, overload, or otherwise misuse those Services and facilities.

10.8 Manager's Equipment

The Manager must provide at its own expense the equipment it requires to enable it to operate the Cafe in accordance with this Agreement.

10.9 Improvements

- (1) The Manager must not make or permit improvements, alterations, or additions to the Cafe without Council's prior written consent.
- (2) Council may grant or withhold consent at its discretion.

Management Agreement
[Roma Big Rig Cafe]

- (3) Council may grant consent conditionally.

10.10 Inventory of Council-owned Property

- (1) The Manager must maintain at the Cafe a fully detailed and up to date inventory of all Council-owned property within the Cafe.
- (2) Without limitation, the inventory must detail for each item:
 - (a) its condition;
 - (b) its Maintenance dates;
 - (c) its recommended replacement date; and
 - (d) its location.
- (3) The Manager must make the inventory available to Council upon request.
- (4) Council may require the Manager to amend any detail in the inventory (for example, the condition, of an item or its recommended replacement date).
- (5) If an item on the inventory is damaged or destroyed:
 - (a) the Manager must inform Council of the cause; and
 - (b) Council then may approve removal of the item from the inventory.
- (6) Appendix 1 details the inventory at the Commencement Date.
- (7) The Manager acknowledges that the items detailed upon the inventory in the Appendix:
 - (a) are located at the Café; and
 - (b) are and will remain Council Property.

10.11 Public Relations/Courtesy

The Manager must conduct itself, and ensure that its personnel conduct themselves, in a manner that maintains or enhances good relations with persons attending, using, or seeking to use the Café.

10.12 Noxious/Illegal Uses

- (1) The Manager must operate the Cafe competently and reputably.
- (2) In particular, the Manager must not engage in or permit anything that:
 - (a) might or does affect adversely, or reflect unfavourably upon, Council's business or reputation or that of the Cafe;
 - (b) might or does confuse, mislead, or deceive the public;
 - (c) is unlawful; or
 - (d) is annoying, noxious, or offensive.

10.13 Assumption of Risk by Manager

The Manager will operate the Cafe at its own risk, and Council will not be liable to the Manager for Cost borne of Harm arising upon or about the Cafe, occasioned other than by Council negligence.

10.14 Use of Services

- (1) The Manager must not use or permit to be used for a purpose other than that for which it was constructed, any water closet, drain or other water apparatus, or any other Service, in or about the Cafe.
- (2) In particular, the Manager must not place or permit to be placed in water closets or drains any sweepings, rubbish, rags, ashes or other deleterious substances for which they were not designed.

Management Agreement
[Roma Big Rig Cafe]

Page 20

10.15 Interference with Services

Except to the extent permitted under this Agreement, the Manager must not interfere with a Service without Council consent.

10.16 Amusement Machines

- (1) The Manager must not operate an amusement or gaming machine within the Cafe, or permit one to operate there, without Council's prior written consent.
- (2) Council may withhold or withdraw consent at its discretion.
- (3) The Manager will be solely responsible for every Cost associated with the installation, operation, Maintenance, and removal of amusement or gaming machines installed (with or without Council consent) at the Cafe.

10.17 Operation of Audio/Vision Equipment

- (1) Subject to Clause 10.17(2), the Manager must not operate or allow to operate within the Cafe without Council's prior written consent:
 - (a) a musical instrument; or
 - (b) audio or visual equipment.
- (2) Clause 10.17(1) applies only if the sound is audible or the picture is visible beyond the Cafe to an extent likely, in Council's opinion (reasonably formed):
 - (a) to disturb occupants near the Cafe; or
 - (b) to breach an Act.

10.18 Signs

- (1) No sign or hoarding may be painted, erected or otherwise placed in or upon the Cafe without Council consent.
- (2) Council must not withhold consent unreasonably for any sign or hoarding customary for or incidental to proper management of the Cafe if the item strictly complies with the lawful requirements (if any) imposed by relevant Acts.
- (3) Upon termination of this Agreement, if Council requires, the Manager must:
 - (a) remove forthwith any sign or hoarding painted or placed upon the Cafe; and
 - (b) restore the relevant area to the condition in which it existed immediately before the sign or hoarding was painted or installed.

10.19 Damage/Defacement

- (1) The Manager must not deface, mark, or insert nails, screws or hooks into any part of the Cafe without Council consent, which consent Council must not withhold unreasonably where the work is reasonably necessary to enable the Manager to decorate or otherwise fit the Cafe for operation under this Agreement.
- (2) The Manager must pay to Council upon demand the reasonable Cost of reinstating to its former condition any part of the Cafe defaced, marked, or otherwise damaged by the Manager or its agent in breach of Clause 10.19(1).

10.20 Preservation of Insurance Protection

- (1) Other than in the ordinary course of operating the Cafe under this Agreement, the Manager must not do or permit to occur upon the Cafe anything it knows, or ought reasonably to know:
 - (a) will or might render void or voidable any insurance Council holds concerning the Cafe, or property kept there; or
 - (b) will or might increase a premium payable upon the insurance.

Management Agreement
[Roma Big Rig Cafe]

Page 21

- (2) Without prejudice to Council's entitlement to terminate this Agreement for breach of Clause 10.20(1), the Manager must pay Council upon demand every premium increase occasioned through contravention of the requirements of that clause.

10.21 Staff

- (1) The Manager must ensure that the work necessary to discharge its obligations under this Agreement is:
- (a) performed by the Manager ;or
 - (b) performed by the Manager's staff under Manager supervision; or
 - (c) (with Council approval, which must not be unreasonably withheld or delayed but is subject to the other provisions of this Agreement) performed by consultants or contractors engaged by the Manager and supervised by the Manager.
- (2) Where necessary, the Manager must appoint sufficient full-time and casual staff, with appropriate expertise, to enable it to discharge its obligations under this Agreement.
- (3) The Manager alone is responsible for its staff's leave, including:
- (a) annual leave;
 - (b) sick leave
 - (c) maternity and parental leave;
 - (d) bereavement leave; and
 - (e) its staff's rostered days off.
- (4) The Manager must keep Council fully informed of industrial negotiations, disputes, or matters that occur or are likely to occur from time to time, affecting or likely to affect its operation of the Cafe under this Agreement.

10.22 Assistance to Injured or Ill Patrons

- (1) Immediately upon becoming aware that a person has been injured or has become ill at the Cafe, the Manager must ensure the provision of first aid to that person as a priority.
- (2) If it appears that the person requires further or more specialized medical attention, the Manager must arrange for the person:
- (a) to receive that attention at the Cafe; or
 - (b) to be transported by ambulance or other appropriate means to a medical practitioner or a hospital, where that attention can be provided.
- (3) After discharging its obligations under Clauses 10.22(1) and 10.22(2), the Manager must notify Council promptly of:
- (a) how the injury or illness was sustained or detected; and
 - (b) how the Manager responded.

10.23 Compliance with Acts

- (1) Regardless of other provisions in this Agreement, the Manager must comply (by itself, its employees, its agents, and its service providers) with the relevant requirements of all Acts relating to the exercise of its entitlements and the discharge of its obligations under this Agreement.
- (2) The Manager must indemnify Council against all Cost borne of any breach of that obligation.
- (3) For clarity, though without limitation, the Manager must ensure that, where required, work upon the Cafe is performed by persons licensed under a relevant Act (for example, the *Queensland Building and Construction Commission Act 1991*, the *Electrical Safety Act 2002*, the *Plumbing and Drainage Act 2002*) to undertake the work.
- (4) The Manager will be, for the purposes of the *WHS Act*, the principal contractor and the person in control of the Cafe.

Management Agreement
[Roma Big Rig Cafe]

Page 22

- (5) Irrespective of this Clause 10.23, the Manager is not obliged to make a Structural alteration or addition to the Cafe unless that alteration or addition is necessitated by Manager negligence, or Manager default under this Agreement, or a wilful act of the Manager or one or more of its personnel.

10.24 Consultation between Parties

- (1) Whenever Council requests it to do so, the Manager must consult with Council concerning:
- (a) operations at the Cafe; and
 - (b) the Parties' objectives for the Cafe.
- (2) The Manager must consult with Council reasonably, fully and openly.
- (3) The Manager must work with and assist Council in formulating concepts for development of the Cafe.
- (4) The Parties must co-operate in good faith to ensure that the Cafe is operated to achieve Council's objectives for it from time to time.

10.25 Public Criticism

- (1) Neither Party, nor its personnel, may publicly criticize the other or the Cafe.
- (2) Clause 10.25(1) does not prohibit a Councillor from participating in good faith in political debate concerning the Cafe.

10.26 Theft/Loss of Property

- (1) The Manager must take all reasonable precautions to prevent theft or loss of property from the Cafe, whether the private property of the Manager, its personnel, or patrons.
- (2) The Manager must report promptly to the Police and to Council every theft or unexplained loss of property from the Cafe.

10.27 Changing Locks

- (1) The Manager must not change locks upon the Cafe without Council's prior written consent (which may be given or withheld in Council's absolute discretion).
- (2) The Manager also must ensure that additional locks installed upon the Cafe are keyed into the master key system for the Cafe.

10.28 Name of Cafe

- (1) The Manager must operate the Cafe under whatever name Council requires.
- (2) If it requires the Manager to operate the Cafe, or not to operate it, under a particular name:
- (a) Council must notify the Manager of the requirement; and
 - (b) the Manager will be bound by the requirement upon receiving the notice.

10.29 Licences

- (1) The Manager must obtain all licences (including a food licence) required to operate the Café.
- (2) The Manager must comply with the terms of those licences.

10.30 Social Media

- (1) The Manager acknowledges that Council is the owner of any Facebook or other social media or internet site relating to the Café
- (2) The Manager must not make any public announcements in respect of Council or any aspect of this Agreement (including its terms) via social media such as Facebook or Twitter without the prior written approval of Council (which may be given or withheld in Council's absolute discretion).
- (3) The Manager must moderate social media in respect of the Café by:
- (a) regularly monitoring official social media applications administered by the Manager;

Management Agreement
[Roma Big Rig Cafe]

- (b) exercising responsible management of external comments prior to them being made public.
 - (c) removing any derogatory comments immediately on the Manager becoming aware of such comments; and
 - (d) ensuring all of the Manager's comments involving Council are approved by Council prior to posting on social media.
- (4) The Manager may not access social media or internet sites relating to the Café after the expiration or termination of this Agreement.

PART 11 MAINTENANCE, CLEANING, AND HEALTH

11.1 Cleaning / Hygiene

The Manager must:

- (1) keep the Cafe (including operating equipment) clean and tidy,
- (2) ensure regular removal of all garbage, litter, and other waste;
- (3) maintain all food preparation and storage areas and facilities free from grease, spillage, and pests, to ensure the highest practical standards of cleanliness and hygiene;
- (4) take all reasonable measures to prevent the incidence and spread of disease within the Cafe; and
- (5) (without limiting the effect of any other provision in this Clause 11.1), promptly remove graffiti, and otherwise repair damage⁶ caused by vandals, within the Cafe and upon external walls.

11.2 Blockages and Cleansing

The Manager must:

- (1) keep clean and flowing to optimum capacity, all pipes, drains, and other apparatus at the Cafe;
- (2) keep clean and disinfected all surfaces of the Cafe that are subject to fouling, including particularly toilets and concourses, by regular and effective use of soap, cleansers, and disinfectants; and
- (3) notify Council of blockages occurring beyond the Cafe, in pipes, drains, and other water conduits that serve the Cafe, so that Council may clear the blockages.

11.3 Maintenance

- (1) The Manager must Maintain the Cafe, including Council's Property, fixtures, fittings and equipment, in proper and functional repair, working order, and condition.
- (2) The area marked in yellow on the plan in Appendix 2 is the Cafe, for which Maintenance is the responsibility of the Manager.
- (3) In particular, the Manager must
 - (a) engage a reputable qualified electrician to rectify electrical problems and to complete, every 12 months, a safety inspection of all electrical equipment used in the Cafe;
 - (b) give Council the safety inspection report procured within 7 days after the Manager receives the report; and
 - (c) maintain all food preparation and storage areas and facilities free from grease, spillage, and pests, to ensure the highest practical standards of cleanliness and hygiene.
- (4) The Manager must notify Council promptly of Maintenance that the Manager cannot perform.

⁶ Refer to Clause 3.13 (Repair Obligations).

Management Agreement
[Roma Big Rig Cafe]

Page 24

11.4 Excepted Damage

- (1) The Manager's obligations to Maintain the Cafe do not extend to oblige it (absent its negligence, default, or wilful act, or the wilful act of any of its personnel) to repair:⁷
 - (a) inherent defects;
 - (b) Structural damage; and
 - (c) damage resulting from Harmful occurrences.
- (2) Harmful occurrences are occurrences that precipitate Harm against which Council possesses insurance protection, such as:
 - (a) fire;
 - (b) entry of water;
 - (c) storm and tempest;
 - (d) lightning;
 - (e) flood;
 - (f) earthquake;
 - (g) explosion and concussion from it;
 - (h) impact of vehicles, aircraft, and articles escaping from them;
 - (i) malicious acts;
 - (j) civil commotion;
 - (k) theft;
 - (l) force majeure;
 - (m) inevitable accident.

11.5 Light Bulbs

- (1) The Manager must replace promptly all defective, worn, or broken light tubes or bulbs upon the Cafe.
- (2) Council will provide replacement light bulbs and tubes.

11.6 Notice of Damage

The Manager must promptly notify Council upon becoming aware of:

- (1) damage to the Cafe; or
- (2) the defective operation of Services.

11.7 Toilets

Council must clean and maintain the toilets serving the Big Rig Complex.

11.8 Maintenance and Repair Obligations

- (1) For the avoidance of any doubt, included in an obligation to maintain an item is an obligation to repair damage to the item.
- (2) An obligation to repair an item or a component includes an obligation to replace it if:
 - (a) the item or component is unrepairable; or
 - (b) it reasonably requires replacement for continued effective operation; or
 - (c) replacement is prudent as an economic or safety measure.

⁷ Refer again to Clause 3.13.

Management Agreement
[Roma Big Rig Cafe]

Page 25

PART 12 COUNCIL RIGHTS AND OBLIGATIONS

12.1 Big Rig Complex

- (1) Council (and its representatives) will have the sole right to operate the attractions at the Big Rig Complex and operate the merchandise outlet at the Big Rig Complex.
- (2) Council may enter into an arrangement with the Queensland Tourism Association in relation to the use of space within the Tourist Information Centre.
- (3) Council may determine in its sole discretion the conditions on which the Roma Tourism Association may use the Tourist Information Centre

12.2 Structural Repairs

- (1) Save where the repairs⁸ are caused, contributed or necessitated by the negligence or default of the Manager, or the wilful act of the Manager or one or more of its personnel, Council must undertake at its own cost all necessary Structural repairs for the Cafe.
- (2) For repairs necessitated by the negligence or default of the Manager, or the wilful act of the Manager or one or more of its personnel, Council may: require the Manager to arrange or undertake the repairs.

PART 13 MANAGER INSURANCE

13.1 Part-specific Definitions

For this Part 13, each of the following expressions in bold to the left bears the meaning shown opposite:

Cross-liability Provision

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

- (1) covers each person constituting the insured (each a *co-insured*) against liability upon claims by each or any co-insured as though a separate insurance policy were issued to each of them; and
- (2) correlatively waives the insurer's right of recovery (its right of subrogation) against each co-insured where:
 - (a) that person incurs liability to a co-insured ; and
 - (b) the insurer indemnifies that co-insured.

Manager Damage Policy

An insurance policy providing indemnity against Cost borne of:

- (1) Harm to Manager Property; and
- (2) Harm to persons resulting from use of that property (to the extent that the Manager Risk Policy does not cover the Harm).

Manager Property

Items of property owned by the Manager or to which the Manager is entitled to possession (other than Council property):

- (1) located within the Cafe; or
- (2) used by the Manager at the Cafe,

whether or not in connection with the conduct of its business at the Cafe.

⁸ Refer to Clause 3.13.

Management Agreement
[Roma Big Rig Cafe]

Page 26

Manager Risk Policy	An insurance policy that indemnifies against Cost borne of liability for Harm caused by or arising from occurrences upon or about the areas of the Cafe for which the Manager is responsible under this Agreement.
Non-imputation Provision	An insurance policy provision or collection of provisions whereby: <ol style="list-style-type: none"> (1) the knowledge of one insured person will not be imputed to another insured person for assessing compliance with duties of disclosure; and (2) the insurer may exercise a remedy for policy breach only against the insured Party that actually commits the breach; not against an innocent co-insured.
Personnel	<ol style="list-style-type: none"> (1) For each insured Party: its service providers engaged from time to time upon Agreement-related activities. (2) Its <i>service providers</i> include employees, contractors and subcontractors, suppliers, and gratuitous providers.
Registered Insurer	<ol style="list-style-type: none"> (1) For general insurance: a body corporate authorized under the <i>Insurance Act 1973 (Cwlth)</i> to conduct insurance business in Australia, and conducting insurance business in Australia accordingly; and (2) For WorkCover: an insurer licensed under the <i>Workers Compensation Act</i> to provide accident insurance.

13.2 Types of Manager Insurance

- (1) The Manager must maintain:
 - (a) WorkCover for all persons it employs at the Cafe;
 - (b) a Manager Damage Policy;
 - (c) a Manager Risk Policy;
 - (d) whatever other insurance Council reasonably requires from time to time.
- (2) The Manager must maintain those insurances throughout this Agreement.
- (3) The Manager must not begin the provision of its services under the Agreement until:
 - (a) all of the insurance cover this Part 13 requires has been obtained; and
 - (b) it has given Council, for each policy, the items specified in Clause 13.12.

13.3 Insured Persons

- (1) The Manager Risk Policy must cover severally the Manager, Council, and their respective personnel engaged upon operational activities upon the Cafe areas for which the Manager is responsible.
- (2) For that purpose, the policy must accept at least that the named insured comprises the Manager and Council as if a separate insurance policy were issued to each.

13.4 Indemnity Levels

- (1) The Manager Risk Policy must provide indemnity for not less than \$20,000,000.00 per individual occurrence.
- (2) The Manager Damage Policy must cover the insured property to reinstatement or replacement value.

Management Agreement
[Roma Big Rig Cafe]

Page 27

13.5 General contents of Policies

Generally, each policy the subject of Clause 13.1:

- (1) must be issued by a Registered Insurer approved by Council; and
- (2) must contain no exclusions, endorsements or alterations that Council disapproves.
- (3) otherwise, must contain provisions acceptable to or required by Council (acting reasonably).

13.6 Particular Contents of Risk Policy

In particular, the Manager Risk Policy:

- (1) must be a Composite Policy;
- (2) must cover the insured Parties and their Personnel for their respective rights, interests, and liabilities connected with their engagement under the this Agreement;
- (3) must contain a Cross-liability Provision and a Non-imputation Provision;
- (4) must cover the Manager upon the indemnities it gives in this Agreement;
- (5) must entitle the insurer to avoid the policy for breach (including the breach of a disclosure obligation) only against an insured that actually commits the breach; not against an innocent co-insured;
- (6) must be occurrence-based: it must provide indemnity upon a claim made after the policy has expired if the event precipitating the claim occurs while the policy is current; and
- (7) must oblige the insurer to notify the named insured not later than 30 days before terminating the policy or making a material change to it.

13.7 Notices from Insurer

If it receives a notice from the insurer under a policy that also covers Council, the Manager must give Council promptly a copy of that notice.

13.8 Policy Changes

The Manager must not pursue or agree, without Council's prior written consent, a change to any policy the subject of this Part 13.

13.9 Acting Reasonably

Council may not:

- (1) delay or withhold unreasonably an approval under this Part 13; or
- (2) require unreasonably the inclusion, retention, modification or exclusion of a provision in the Manager Risk Policy.

13.10 Excesses

If the Manager Risk Policy requires the insured to pay a claims excess, the Manager will indemnify Council against whatever Cost Council incurs because of the requirement.

13.11 Payment of Premiums

The Manager must pay promptly all premiums, duty, GST, and other money due to any person or authority upon or concerning the insurance this Agreement obliges it to maintain.

13.12 Proof of Insurance

- (1) The Manager must give Council, whenever reasonably asked to do so:
 - (a) a copy of the policy document/s for any insurance this Agreement obliges it to maintain; and
 - (b) a certificate of currency of each policy.
- (2) Each certificate of currency must issue from the insurer, not from the Manager's broker.

Management Agreement
[Roma Big Rig Cafe]

Page 28

- (3) The Manager must comply with the Council request not later than 7 days after Council makes the request.

13.13 Failure to Insure

If the Manager fails to maintain an insurance policy that this Agreement obliges it to maintain:

- (1) Council may obtain and maintain the insurance; and
 (2) the Manager must reimburse Council upon demand whatever expenditure Council incurs in the exercise of that entitlement.

13.14 Settlement of Claims

- (1) The Manager must not pursue a claim under the Manager Risk Policy if Council elects, by notice to the Manager, to pursue the claim on the Manager's behalf.
 (2) If it elects to pursue the claim, Council must:
 (a) pursue the claim diligently; and
 (b) make a reasonable effort to ensure the Manager receives from the insurer no less than its entitlement under the policy.

13.15 Independent Obligations

- (1) The insurance obligations in this Part 13 are independent of the Manager's indemnity obligations under the Agreement.
 (2) Accordingly, the limits of those indemnity obligations do not confine or limit the insurance obligations nor do the insurance obligations confine or limit those indemnity obligations.

PART 14 COUNCIL INSURANCE

14.1 Part-specific Definitions

For this Part 14, each of the following expressions in bold to the left bears the meaning shown opposite:

Council Damage Policy

An insurance policy providing indemnity against Cost borne of:

- (1) Harm to Council Property; and
 (2) Harm to persons resulting from use of that property (to the extent that the Council Risk Policy does not cover the Harm).

Council Property

All of Council's buildings, fixtures, plant, equipment, and fittings situated within the Cafe, including:

- (1) furnishings;
 (2) floor coverings (including carpets);
 (3) air-conditioning apparatus;
 (4) security equipment;
 (5) fire alarm and response equipment; and
 (6) items forming components of the Services.

Management Agreement
[Roma Big Rig Cafe]

Page 29

Council Risk Policy

An insurance policy that indemnifies insured against Cost borne of liability for Harm caused by or arising from occurrences upon or about the Cafe for which Council is responsible.

LGM Pool

The *Queensland Local Government Mutual Liability Pool*, a mutual scheme established by Local Government Association of Queensland (Incorporated)⁹ to manage, and provide a pooled fund for meeting, public liability and professional indemnity claims:

- (1) affecting member local governing bodies and related entities; and
- (2) arising in connection with exercise of the members duties, powers, and functions.

14.2 Types of Council Insurance

- (1) Council must maintain:
 - (a) a Council Damage Policy; and
 - (b) a Council Risk Policy.
- (2) Council must maintain the policies throughout this Agreement.

14.3 Insured Persons

The Council Risk Policy must cover severally Council and the Council personnel engaged upon operational activities at the Cafe.

14.4 Indemnity Levels

- (1) The Council Risk Policy must provide indemnity for not less than \$20,000,000.00 per individual occurrence.
- (2) The Council Damage Policy must cover the insured property to reinstatement or replacement value.

14.5 Substantial Compliance

Council complies with its public risk insurance obligation if:

- (1) it is a member of the LGM Pool; and
- (2) it holds a certificate of currency of that membership.

14.6 Flood Area

The Manager acknowledges that:

- (1) the Café is located within a flood prone area; and
- (2) Council's liability with respect to damage caused by flooding will be limited to the amount (if any) paid under Council's Damage Policy.

PART 15 ASSIGNMENT, SUBCONTRACTING, MORTGAGING

15.1 Prohibition (Transfer by Manager)

The Manager may not transfer its interest in this Agreement without Council's prior written consent, which consent Council may grant (absolutely or conditionally) or may refuse, at its discretion.

⁹ The predecessor of Local Government Association of Queensland Ltd.

Management Agreement
[Roma Big Rig Cafe]

Page 30

15.2 Change in Shareholder Control

If the Manager is a corporation, a change in its directorate or membership that alters its effective control will be deemed a transfer of its interest in the Agreement.

15.3 Security over Agreement

The Manager must not mortgage or otherwise encumber its interest in this Agreement without Council's prior written consent, which consent Council may grant (absolutely or conditionally) or refuse, at its discretion.

PART 16 TERMINATION OF AGREEMENT

16.1 Destruction of or Damage to Cafe

Subject to Part 18, if the Cafe is so damaged that it is unfit for use by the public, Council may terminate this Agreement upon 24 hours' notice to the Manager.

16.2 Vacation of Possession

When the Term ends (by expiry or otherwise), the Manager must:

- (1) vacate the Cafe, leaving it in the condition required under this Agreement (after severance and removal of its property); and
- (2) reinstate each part of the Cafe damaged or defaced in the course of the severance and removal, to the condition in which the part existed before the damage or defacement occurred.

16.3 Benefit of Contracts and Arrangements

- (1) When the Term ends, Council may elect to acquire the benefit of, or otherwise to enforce, continue or extend, any agreement or arrangement entered by the Manager in operating the Cafe.
- (2) Upon receipt of the notice of election, the Manager will be deemed to have assigned to Council, or to a person nominated by Council, the Manager's interest under the relevant agreement or arrangement.
- (3) The Manager must sign all documents necessary to record formally, or to register, the assignment of an agreement or arrangement.
- (4) The Manager must do whatever Council reasonably requires to enable Council or its nominee to acquire and enjoy all benefits of and entitlements under an assigned arrangement or agreement.
- (5) Each of the Manager irrevocably appoints the Chief Executive Officer and the Chief Executive Officer's lawful delegate its attorney:
 - (a) to exercise in the name of the Manager, or the appointee's own name, all of the Manager's entitlements under an assigned agreement or arrangement; and
 - (b) to sign all documents necessary to record formally, or to register, the assignment.

16.4 Acquisition of Manager Equipment

- (1) Council may elect, before the end of the Term, to acquire the Manager's interest in any item of equipment the Manager owns or leases, and uses at the Cafe in connection with this Agreement.
- (2) If the Manager owns a relevant item, Council and the Manager must negotiate in good faith for sale of the equipment to Council at a reasonable price.
- (3) Failing agreement upon the purchase price, Council may give the Manager notice to remove the equipment from the Cafe, and the Manager must remove the equipment not later than 7 days after the later of:
 - (a) the date upon which the notice is given; and
 - (b) the date upon which the Agreement ends.
- (4) Equipment not removed in compliance with Clause 16.4(3) will become Council property.

Management Agreement
[Roma Big Rig Cafe]

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- (5) If the equipment is leased or hired, the Manager must assign the leasing or hiring agreement if Council agrees to assume all lessee/hirer obligations under the agreement from the date of assignment.

PART 17 INDEMNITIES

17.1 Manager Indemnity

- (1) The Manager will indemnify Council against all Cost borne of Harm arising (directly or indirectly) from or connected with:
- (a) acts of the Manager and its personnel concerning the Cafe, for which Council becomes liable or responsible;
 - (b) acts of persons the Manager admits to the Café;
 - (c) the Manager breaching this Agreement;
 - (d) the Manager failing punctually to discharge an obligation under this Agreement.
- (2) The indemnity binds the Manager irrespective of whether a Claim results also from:
- (a) a person's carelessness;
 - (b) the breach of a statutory duty; or
 - (c) the breach of a non delegable duty of care.
- (3) Further, the indemnity binds the Manager irrespective of:
- (a) who is Harmed;
 - (b) who is responsible for the care and safety of a person Harmed;
 - (c) what property is Harmed and
 - (d) who owns, possesses, or controls the Harmed property.

Management Agreement
[Roma Big Rig Cafe]

Page 32

PART 18 FORCE MAJEURE

18.1 Part-specific Definitions

For this Part 18, each of the following expressions in bold to the left bears the meaning shown opposite:

Force Majeure

An exceptional event or circumstance:

- (1) that impacts a Party;
- (2) that is beyond the Party's control;
- (3) against which the Party could not reasonably have guarded before entering this Agreement;
- (4) that the Party could not have avoided or overcome by the exercise of reasonable care; and
- (5) that is not substantially attributable to the other Party.

Examples (assuming the foregoing criteria are met):

- (a) war, civil commotion, terrorist action;
- (b) natural disaster (such as flood, bushfire, earthquake, major cyclone, viral epidemic);
- (c) non-natural disaster (such as explosion, contamination, aviation or maritime disaster);
- (d) strike, work ban, blockade, embargo;
- (e) failure or non-availability of essential systems, facilities, equipment, or supplies

Impacted Obligation

An Obligation under the Agreement, which Force Majeure prevents a Party performing.

Impacted Party

A Party impacted by Force Majeure, who claims the benefit of this Part 18 in accordance with Clause 18.2.

18.2 Notice of Occurrence

- (1) A Party unable to perform an obligation under the Agreement because of Force Majeure must give the other Party prompt notice of the occurrence.
- (2) To ameliorate the effect of the Force Majeure, the Party may claim the benefit of this Part 18.
- (3) It may claim the benefit in its notice of the occurrence or in a separate notice.
- (4) In any event, the claim notice must:
 - (a) give full particulars of the Force Majeure;
 - (b) specify the Impacted Obligation and the reason the Force Majeure precludes its performance;
 - (c) specify the estimated duration of the preclusion; and
 - (d) detail the steps that the claimant has taken, and proposes to take, to mitigate or remedy the preclusion;
 - (e) detail the insurance proceeds (if any) that the Impacted Party might receive to facilitate rectification or remedy of the damage the Force Majeure causes.

Management Agreement
[Roma Big Rig Cafe]

18.3 Mitigation of Effect

- (1) The Impacted Party must:
 - (a) take all reasonable steps to minimize or remedy the notified preclusion; and
 - (b) report its progress weekly to the other Party.
- (2) For clarity, a weekly report must detail at least:
 - (a) the minimization or remedial steps taken during the week the subject of the report; and
 - (b) any change to the Impacted Party's estimate of the duration of the notified preclusion.

18.4 Suspension of Obligations

- (1) If the Impacted Party has complied with Clauses 18.2 and 18.3, the Impacted Obligation will be suspended until the Force Majeure ceases to preclude its performance.
- (2) For clarity, this Clause 18.4:
 - (a) does not operate to suspend an obligation to make a payment that is due under the Agreement; and
 - (b) does not operate to prevent discharge of the Agreement by frustration.

18.5 Notice of Cessation

- (1) The Impacted Party must notify the other Party promptly when the Force Majeure ceases to preclude performance of the Impacted Obligation.
- (2) The notice must specify the cessation date.
- (3) For determining when suspension of the Impacted Obligation ends, the notice will be prima facie evidence of the cessation date, not conclusive evidence.

18.6 Resumption of Performance

When the Force Majeure ceases to preclude performance of a suspended obligation, the Impacted Party must promptly resume performance.

18.7 Absorption of Losses

- (1) Each Party must bear whatever Cost it sustains or incurs through Force Majeure.
- (2) That obligation does not apply, however, to a damages entitlement that one Party acquires against the other for breach of this Part 18.

PART 19 DEFAULT

19.1 Part-specific Definitions

For this Part 19, a *Default Notice* is a notice from Council to the Manager:

- (1) specifying in reasonable detail a default by the Manager under this Agreement; and
- (2) directing the Manager to remedy the default within the period specified in the notice.

19.2 Termination for Convenience

Either Party may terminate this Agreement during the Term by giving the other Party 90 days' notice

19.3 Events of Default

- (1) The Manager defaults under this Agreement if:
 - (a) the Manager fails to pay an instalment of the Management Fee on the due date; or
 - (b) in Council's reasonable opinion the Manager has been negligent in the provision of the Services or the performance of the work necessary to perform the Services; or

Management Agreement
[Roma Big Rig Cafe]

- (c) it commits or suffers the occurrence of an Act of Insolvency.
 - (d) It breaches any Act in the course of the provision of the Services or which, as a result of the breach, will limit the Manager's ability to lawfully provide the Services;
 - (e) the Manager breaches a term of this Agreement and , if the breach is capable of remedy fails to remedy the breach within 10 Business Days of receiving a Default Notice;
 - (f) in Council's opinion the conduct of the Manager damages or is likely to damage Council's relationship with a contractor or supplier or Council's reputation.
- (2) An Act of Insolvency by the Manager is taken as an Act of Insolvency committed or suffered by the Manager.
- (3) The Manager also defaults under this Agreement if a statement or assurance it has made or given to Council in or concerning the Agreement (including a statement or assurance in the accepted tender to which the Agreement gives effect):
- (a) was materially incorrect or misleading when made; or
 - (b) is rendered materially incorrect or misleading by an act of the Manager.

19.4 Appointment of Receiver

- (1) If the Manager fails to comply with a Default Notice, Council may appoint a Receiver, without prejudice to any other entitlement it possesses under the Agreement.
- (2) The Receiver may comprise one or more persons.
- (3) If the Receiver comprises more than one person, those persons may act jointly and individually.
- (4) Council may revoke a person's appointment as Receiver and/or may appoint a new or additional person as a Receiver.
- (5) A Receiver will be the agent of the Manager, unless its appointment document specifies otherwise, and the Manager will be solely responsible for the Receiver's acts.
- (6) A Receiver will not be liable to the Manager for its (the Receiver's) act.
- (7) A Receiver may do anything concerning the affairs of the Manager at the Cafe that the Manager's directors could do lawfully under this Agreement were the Receiver not appointed (and the directors' powers and entitlements will abate accordingly).
- (8) A Receiver also may:
- (a) exercise all of the powers the *Corporations Act* confers upon a receiver and manager; and
 - (b) generally, perform the Manager's functions at the Cafe to the extent the Manager could have done before the Receiver's appointment.
- (9) A person who deals with the Receiver need not enquire about:
- (a) the Receiver's authority to act; or
 - (b) the application of money paid to the Receiver.
- (10) Neither the Receiver nor Council will be responsible if the Receiver makes a loss:
- (a) in conducting the Manager's operations at the Cafe; or
 - (b) otherwise through exercising a Receiver power or entitlement.

19.5 Remedy of Default

- (1) If a Manager default under the Agreement is the failure to pay money or to discharge an obligation to a Third Person, Council may:
- (a) pay the money or discharge the obligation on behalf of the Manager; and
 - (b) recover from the Manager as a debt the money it expends in doing so.
- (2) If the Manager remedies a default before Council appoints a Receiver, Council may not appoint a Receiver concerning the default.

Management Agreement
[Roma Big Rig Cafe]

19.6 Default by Council

If a Council default under this Agreement is remediable, Council will not be treated as having defaulted unless it fails to remedy the default within a reasonable period after receiving a Default Notice.

19.7 Termination by Council

- (1) Council may terminate the Agreement by notice to the Manager if the Manager fails to comply with a Default Notice.
- (2) Council may not terminate the Agreement if the Manager remedies the default before Council gives a termination notice pursuant to Clause 19.7(1).
- (3) Irrespective of Clause 19.7(2), if a Manager default is constituted by breach of the same provision of the Agreement for a third or subsequent time, Council may terminate the Agreement by notice to the Manager:
 - (a) without having given the Manager a further Default Notice; and
 - (b) irrespective of whether the Manager has complied with Default Notices concerning the earlier breaches.
- (4) If terminates the Agreement pursuant to Clause 19.7(3), Council will be deemed to have accepted the Manager's repudiation, and it may recover damages for loss of bargain.

19.8 Irremediable Defaults

- (1) Council need not give a Default Notice for a default that is irremediable.
- (2) If an irremediable default constitutes a fundamental breach of the Agreement, Council may terminate the Agreement by notice to the Manager.
- (3) For clarity, a breach of Clause 15.1, constituted by a change in directorate or membership that alters the effective control of the Manager, will be taken as an irremediable default constituting a fundamental breach of the Agreement.
- (4) Council may terminate the Agreement for an irremediable default that does not constitute a fundamental breach or repudiation of the Agreement only if:
 - (a) it can be adequately compensated for the Harm the default causes it, and
 - (b) the Manager fails to comply with a compensation demand within a reasonable period (in which event the Manager will be taken as having repudiated the Agreement).
- (5) A compensation demand must:
 - (a) particularize Council's loss in reasonable detail; and
 - (b) demand no more than a reasonable sum in compensation of the particularized loss.

PART 20 NOTICES

20.1 Formal Requirements

- (1) This Part 20 governs notices under the Agreement save to the extent another provision of the Agreement expressly provides otherwise.
- (2) A notice must be in writing, and is ineffective unless given in writing.
- (3) The Party giving the notice, or one of its Officers, must sign the notice.
- (4) For a Party composed of more than one person:
 - (a) a notice by that Party need not be signed by all of those persons if it expressly states that the signatory is, or signatories are, authorized by all of those persons to sign the notice; and
 - (b) the recipient of the notice need not enquire into the validity of the authorization.

Management Agreement
[Roma Big Rig Cafe]

20.2 Service of Notices

A Party must give a notice:

- (1) by delivering it to the intended recipient's Address for Notices; or
- (2) by posting it to the intended recipient at its Address for Notices; or
- (3) by transmitting it via email to the intended recipient at its Address for Notices (but only if that recipient has expressly consented to receiving notices via email).

20.3 Receipt of Notices

- (1) A notice delivered or posted is deemed received:
 - (a) if delivered at or before 4:30pm: at the moment of delivery;
 - (b) if delivered after 4:30pm: at 8:30am on the Business Day following the day of delivery;
 - (c) if posted to an address in Australia: 2 Business Days after posting;
 - (d) if posted to an address outside Australia: 5 Business Days after posting.
- (2) A notice sent by email transmission is deemed received at the time sent, if it was transmitted before 5:00pm on a Business Day, and so long as there was no message indicating any transmission error or failure.
- (3) If the email transmission is sent after 5:00pm on a Business Day, then the notice is deemed received at 8:30am on the next Business Day.
- (4) A notice received upon a day that is not a Business Day is deemed received at 8:30am on the Business Day following the day of receipt.

PART 21 TRUSTEE COVENANTS

21.1 Application of Part

This Part 21 applies if the Manager enters the Agreement as a trustee.

21.2 Dual Capacity

The Manager acknowledges that it is personally liable upon its covenants under the Agreement.

21.3 Trustee Warranties

The Manager declares that:

- (1) it is the sole trustee of the trust;
- (2) it has fully disclosed to Council the terms of the trust;
- (3) it possesses unqualified power under the trust to enter the Agreement;
- (4) it possesses unqualified power to discharge all of its obligations under the Agreement;
- (5) it possesses unqualified entitlement to indemnity from the trust assets for the liabilities it incurs in the exercise of its trustee powers;
- (6) it enters the Agreement in the proper exercise of its trustee powers;
- (7) it is not in breach of trust except as disclosed in writing to Council;
- (8) it will not breach the trust;
- (1) no action has been taken to vest or terminate the trust, and none is proposed;
- (2) no beneficiary is presently entitled to trust assets.

Management Agreement
[Roma Big Rig Cafe]

Page 37

21.4 Prohibited Trust Dealings

The Manager must not commit a breach of trust while any of its obligations under this Agreement remain to be discharged.

21.5 Remedies upon Trustee Default

- (1) If it incurs a liability to Council for default under this Agreement, the Manager must exercise, upon demand by Council, all indemnity entitlements it possesses against the trust assets and beneficiaries, to discharge the liability.
- (2) The Manager grants Council a charge over those indemnity entitlements, to assure the payment of all amounts that become owing to Council under the Agreement.
- (3) The Manager irrevocably appoints Council's chief executive officer its attorney to do in its name, on its behalf, anything the appointee considers necessary to exercise those indemnity entitlements pursuant to the security interest.

21.6 Copy Trust Instrument

- (1) The Manager must give Council, upon request, a copy of the deed or deeds comprising the current trust constitution, to enable Council to verify that the trust:
 - (a) is properly constituted; and
 - (b) otherwise meets the requirements of this Part 21,
- (2) Council must treat the trust deed/s as confidential.

PART 22 MISCELLANEOUS

22.1 Time for Performance

- (1) If a provision does not specify the time within which a Party must perform a given obligation, the Party must perform the obligation promptly.
- (2) If the day upon which, or the final day by which, a Party must perform an act (each a *deadline day*) is not a Business Day, the Party must perform the Act not later than the first Business Day that follows the deadline day.

22.2 Partnership / Joint Venture

- (1) Irrespective of any other provision of this Agreement, and of any provision of an Act or rule of general law, this Agreement does not:
 - (a) create a partnership, joint venture or agency relationship between the Parties; or
 - (b) grant the Manager an estate or interest in the Cafe.
- (2) Nothing in the Agreement, or in the manner of its discharge, creates between the Parties a relationship other than that of proprietor and licensed operator.

22.3 Council Obligations and Entitlements

- (1) Unless otherwise expressly provided in this Agreement, nothing in the Agreement obliges Council to consider interests other than its own when exercising an entitlement or performing an obligation under the Agreement.
- (2) Irrespective of anything expressed or implied to the contrary in the Agreement:
 - (a) Council is not obliged to exercise an executive or statutory entitlement or obligation;

Management Agreement
[Roma Big Rig Cafe]

Page 38

- (b) Council is not obliged to direct or otherwise to intervene in or interfere with another local government body's exercise or performance of an executive or statutory entitlement or obligation;
 - (c) nothing expressed or implied in the Agreement constrains Council or fetters its discretion to exercise or decline to exercise an executive or statutory entitlement or obligation.
- (3) The Manager is not entitled to make any claim against Council for Cost attributable to or connected with Council exercise or non-exercise of an executive or statutory entitlement or obligation.

22.4 Communications between Parties

- (1) Neither an approval nor a consent or permission given under the Agreement binds the person giving it unless that person gives it in writing.
- (2) An appointment or direction made or given under the Agreement is ineffective unless made or given in writing.
- (3) A statement the Agreement obliges a Party to give is ineffective unless given in writing.
- (4) A request made under the Agreement is deemed neither made nor received if not made in writing.

22.5 Good Faith Obligations

An obligation to act in good faith is an obligation to act honestly and with sincerity, but it not a fiduciary obligation unless the Agreement expressly states that it is.

22.6 Honest Refusals

- (1) Although an obligation not to refuse its consent unreasonably obliges a Party to consider honestly a request for the consent:
 - (a) it does not oblige the Party to act against its own interests in deciding the request;
 - (b) it does not oblige the Party to pursue the applicant for material that the applicant must or should provide to obtain the consent;
 - (c) it does not oblige the Party to grant the request despite the applicant having failed to satisfy consent prerequisites that the Agreement specifies;
 - (d) it does not oblige the Party to grant the request merely because the applicant has satisfied the consent prerequisites the Agreement specifies.
- (2) Similarly, if its acquisition of an entitlement or the receipt of a benefit is conditional upon a Party (the *beneficiary*) satisfying specified prerequisites:
 - (a) the other Party (the *obligor*) is not obliged to pursue the beneficiary for material, or to take other action, necessary for ensuring or establishing satisfaction of the prerequisites;
 - (b) whether it is reasonable for the obligor to refuse to permit the acquisition or receipt, or to recognize it, is irrelevant if the beneficiary fails to satisfy the prerequisites; and
 - (c) irrespective of whether it wishes to deny the beneficiary the entitlement for another reason, the obligor does not act dishonestly (or unreasonably) in declining to permit or recognize the acquisition or receipt if beneficiary fails to satisfy the prerequisites.

22.7 Entirety of Agreement

- (1) This instrument details the entire arrangement between the Parties concerning this Agreement:
 - (a) irrespective of negotiations or discussions preceding its execution and delivery; and
 - (b) irrespective of the content of any brochure, report, correspondence, or other document produced by or on behalf of a Party.
- (2) Each Party acknowledges that no representation, verbal or written, made by or on behalf of the other Party but not detailed in this instrument has induced it to enter the Agreement.

Management Agreement
[Roma Big Rig Cafe]

Page 39

22.8 Cumulative Entitlements

- (1) The remedies and other entitlements the Agreement gives a Party are cumulative, not alternative.
- (2) Moreover, no remedy or entitlement is exclusive of other remedies or entitlements that the Party possesses (whether under an Act or at general law).

22.9 Withholding Tax

- (1) If an Act obliges a Party (the *payer*) to withhold from a payment to the other Party (the *payee*) under this Agreement a sum representing tax or prospective tax, the payer may withhold the sum and pay it to the taxation authority.
- (2) Withholding and paying the sum as the Act requires will discharge the payer's obligation to pay the sum to the payee.
- (3) The payer undertakes to give the payee all reasonable assistance:
 - (a) to recover the sum from the taxation authority; or
 - (b) to ensure the taxation authority acknowledges receipt of the sum in discharge or reduction of the payee's taxation liability.

22.10 Waiver/Abandonment of Entitlement

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

22.11 Variation of Agreement

A purported variation of this Agreement is ineffective unless encapsulated in a deed.

22.12 Survival of Provisions

A provision of the Agreement capable of continued application after the Agreement has terminated will remain enforceable despite termination.

22.13 Character of Instrument

This instrument is an agreement made by deed,¹⁰ binding each Party:

- (1) irrespective of its terminology (for example, referencing "Clauses" and "Paragraphs" rather than "covenants"); and
- (2) irrespective of whether it is contractual.

22.14 Delivery

Each Party delivers this instrument as its deed conditionally upon both Parties:

- (1) executing the instrument; and

¹⁰ *Relevantly, a deed is a special form of written commitment, which might or might not be contractual. Unlike a contract, an agreement made by deed binds the parties without the necessity for consideration to pass between them, i.e. without the necessity for a party to do or promise something in return for what another, or the other, party does or promises.*

Management Agreement
[Roma Big Rig Cafe]

Page 40

- (2) notifying one another that they have done so.

22.15 Governing Law

- (1) Queensland law governs the Agreement.
(2) For clarity, Queensland law includes Commonwealth Acts to the extent that they bind Queensland.

22.16 Jurisdiction (Adjudication of Disputes)

- (1) For this Clause 22.16, a *Queensland Court* is:
- (a) a court or tribunal, constituted under Queensland legislation and empowered to adjudicate a dispute arising under this Agreement; and
 - (b) the High Court of Australia (as the final forum of appeal from the decision of any such court or tribunal).
- (2) The Parties submit exclusively to the jurisdiction of the Queensland Courts for the adjudication and resolution of disputes under the Agreement.
- (3) Each Party waives all entitlement to object to a Party bringing action upon the Agreement before a Queensland Court, including entitlement to claim that:
- (a) the Queensland Court is an inconvenient forum; or
 - (b) no Queensland Court has jurisdiction.
- (4) Each Party undertakes to refrain from bringing action upon the Agreement in a forum other than a Queensland Court.

[Appendices and Attestations follow]

Management Agreement
[Roma Big Rig Cafe]

Page 41

APPENDIX 1

[Inventory of Council-owned Property]

[Clause 10.10]



Kitchen

Gas Oven Stove	1
Microwave Bonn CM-1300T Silver	1
Stove Oven White Westinghouse Avondale	1
Microwave Silver	1
Sandwich Maker Woodson	1
6 piece toaster Woodson Silver	1
Stainless steel stands 4 ties	4
Stainless steel stands 3 ties	1
Food warmer homemark stainless steel TK0821B	2
Electrolux Dishwasher	1
Coffee Machine Megacream	1
Coffee Machine Carimali	1
Bottle can fridge Orford	1
Cake fridge Orford Model No KK1530A	1
Peters Ice cream Fridge	1
Deep Freezer Westinghouse	1
CD/Radio player Sanyo Black	1
Orange & White 4 doors under cupboard	1
Small pantry cupboard grey	1
Till screen & Draw	1
Till scanner	1
Printer Epson M1294 M188B	1
Cash Till Sharp E-AZ02	1
Phone Alcatel - Lacent	1
Dishwasher stackers square plastic 1 yellow 3 Blue	4
Dishwasher Knives & Fork Stackers 4 yellow 2 orange	6
Coffee stand long Grey	1
Green White cutting boards	4
Juicer Breville Juice fountain Grey	1
Large Glass Biscuit Barrels	4
Blender	1
Kettle Breville Advance	1
Small silver tea pots	6
Big tea pots silver	2
Water Urn's Birko Silver	2
Water Urn Zip Silver	1
Nisson Urn Silver	1
Silver Water Jugs	3

Management Agreement
[Roma Big Rig Cafe]

Page 42

1.5L / 4803 Tea Pots	8
Salt Pepper shaker	16
Salt shakers Med Silver	3
Milk Shake Maker Woodson	2
Milk Shake Cups Silver	5
Food serving trays 1 green 8 Black	9
Oven Trays	4
White serving trays	1
Silver round serving tray large	1
Tea strainers Med	10
Tea strainers Small	2
Butter Knives	32
Forks	25
Large Spoons	55
Teaspoons	6
Long tea spoon	6
Small silver trays	4
Large Plates White	58
Round Bowls White	31
Small Plates White	41
Coffee cups plates White	55
Coffee Cups Red	4
Coffee Cups White	35
Sauce bowls White Single	10
Sauce Bowls Double	2
Rectangular plate White	1
Oval Plate White	1
Yellow & White tea plates Small	6
Sauce jugs Silver	18
Miscellaneous Coffee Cups	10
Serving trolley Grey 4 wheels 3 tier	1
Clothes Hanger White	1
Bay Marie trays small square silver	5
Bay Marie trays medium Rectangle Silver	3
Bay Marie trays large Rectangle Silver	2
Bay Marie trays extra-large Rectangle silver	2
Bay Marie large lid Silver	1
Bay Marie Clear Lid (various sizes)	12
Knife fork holders silver	2
Knife fork holder Grey	1
White Large trays oval	4
Square cake clear plastic	1
Cake stands round clear plastic	2
Cookware Set HC 5 Piece	1
Mixing Bowl 180mm	1
Mixing Bowl 195mm	1

Management Agreement
[Roma Big Rig Cafe]

Page 43

Mixing Bowl 240mm	1
Mixing Bowl 285mm	1
Mixing Bowl 330mm	1
Mixing Bowl 410mm	1
Sandwich Guard Stainless Steel	1
Scissors kitchen all purpose	1
Timer Countdown Electronic	1
Spoon Basting 330mm Slotted	2
Spoon Basting 330mm Solid	4
Pasta Spaghetti Server fork	1
Potato Masher Stainless steel	1
Soup ladle 330mm Stainless Steel	2
Turner slotted Stainless Steel get set	2
Cutting Board rack 6 slot	1
Cutting Board Blue	1
Cutting Board Brown	1
Cutting Board Green	1
Cutting Board Red	1
Cutting Board Yellow	1
Cutting Board White	1
Tongs red insulated handle	6
Thermometer Coffee dial probe	1
Jug 1lt cut edge frothing Stainless Steel	2
Jug 600ml cut edge frothing Stainless Steel	2
Shaker fine mesh top 285ml	1
Coffee tamper Stainless Steel	1
Coffee knock tube white pvc Bench Model	1
Series HH bread knife 210mm	1
Series HH paring Knife 80mm Victorinox Black Nylon	1
Series HH Carving Knife 220mm Victorinox Black Nylon	1
Scanpan Frypan 32cm	1
Small Silver Serving Tray	1
Sugar Bowls	2
Gravy Jugs	3
Cheese Platter	1
Serving platters	Various

Glasses

Glass water jug	1
Milk shake cups	10
Wine Glasses	4
Latte Glasses	3
Drinking Glasses	8
Sherry Glasses	3

Dining Area

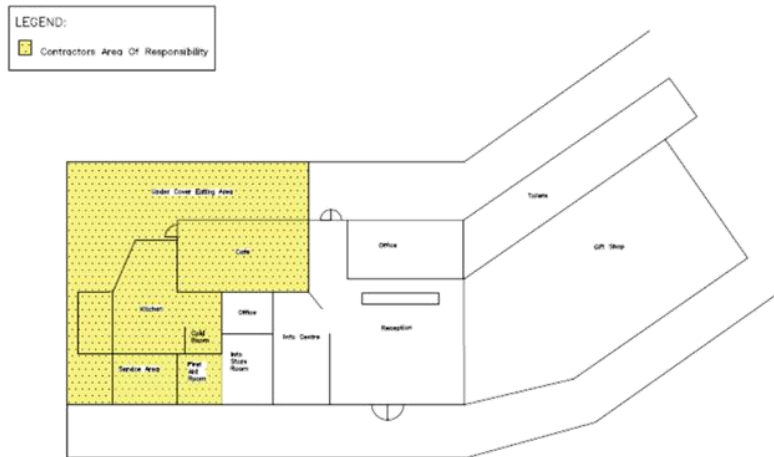
Management Agreement
[Roma Big Rig Cafe]

Page 44

Square Silver tables	22
Plastic chairs with silver legs (Orange)	25
Plastic chairs with silver legs (Green)	25
Wooden Chairs	7
Highchair	1
Rubber mats kitchen Black	3
Round Black Clock	1
Pictures Small	9
Pictures Med	1
Pictures Large	3
Back Court Yard	
Long bay Marie	1
Black Boy Plants	5
Plant Holders Terracotta	4
Round stand Grey 4 tiers Long Handles	1
Green Stand 4 tier	1
Green Stand 9 tier	1
Brown Stand	1
Black long stand 4 tier	1
Silver stand with knobs	1
White card stand with glass panels	1
Brown Stand with hangers	1
Clear plastic stand	
Gas tall standing heater outside	2

Management Agreement
[Roma Big Rig Café]

APPENDIX 2
[Plan]



BIG RIG INFORMATION CENTRE

Management Agreement
[Roma Big Rig Café]

ATTESTATIONS

Council

Executed and delivered on behalf of Maranoa Regional Council:

- as a deed;
- pursuant to *Local Government Act 2009* section 236;
- by a Council delegate, who certifies his authority to sign;
- in the presence of a witness:

<p>..... Delegate</p> <p>..... Full name [Print]</p>	<p>..... Witness</p> <p>..... Full name [Print]</p>
--------------------------------------------------------------	-------------------------------------------------------------

Manager

Executed and delivered by **##To be advised##**

- as her deed;
- in the presence of a witness:

<p>..... Signatory</p>	<p>..... Witness</p> <p>..... Full name [Print]</p>
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[End of Instrument]

