



SHIRE OF MURWEH

MORVEN - CHARLEVILLE - AUGATHELLA

Council Meeting

12 NOVEMBER 2020



New footpath and seat – Annie Street, Augathella

MURWEH SHIRE COUNCIL MEETING

To be held Thursday 12 November 2020
Commencing at 9:00am

1. Opening Prayer
2. Apologies
3. Confirmation of minutes ; Ordinary Meeting 15 October 2020
4. Business arising from minutes
5. Correspondence for members' information
6. **Councillors to advise on any declaration of personal interest relating to agenda items.**
7. **Councillors to advise of any update or changes to their Register of Interests**
8. Chief Executive Officers Reports;
 - i. Finance
 - ii. HR
 - iii. WH&S
 - iv. Tourism
 - v. Library
 - vi. Environment and Health
 - vii. Engineering
9. Correspondence for consideration
10. Closure

MINUTES OF AN ORDINARY MEETING
OF THE MURWEH SHIRE COUNCIL
HELD ON THURSDAY 15 OCTOBER 2020 AT 9:00AM

Present	Mayor Shaun Radnedge, Cr Peter Alexander, Cr Robert Eckel, Cr Michael McKellar, Cr Paul Taylor, Mr Neil Polglase CEO	
Opening Prayer	Fr Warren Padilla delivered the prayer for the guidance of Council.	
Conflict of Interest	nil	
Minutes of Previous Council Meeting	Moved: Cr Alexander	Seconded: Cr Eckel
	"That the minutes of the Ordinary Council Meeting held 17 September 2020 be taken as read, confirmed and signed as a correct record of proceedings."	
	<u>Carried</u>	
Business Arising	South West ROC, the first meeting will be held on 19 October at the LGAQ Conference.	
Attendance	The A/Director of Corporate services entered the meeting at 9:06am.	
Financial Report	Moved: Cr Eckel	Seconded: Cr Taylor
	"That the Financial Report be received."	
	<u>Carried</u>	
Human Resources Report	Moved: Cr Alexander	Seconded: Cr Eckel
	"That the Human Resources Report be received."	
	<u>Carried</u>	
Workplace Health & Safety Report	Moved: Cr McKellar	Seconded: Cr Taylor
	"That the Workplace Health and Safety Report be received."	
	<u>Carried</u>	
Tourism Reports	Moved: Cr Alexander	Seconded: Cr Taylor
	"That the reports from the Tourism Section (Tourism, Cosmos, VIC, Top Secret WWII) be received."	
	<u>Carried</u>	
Attendance	The A/Director of Corporate Services exited the meeting at 9.58am.	

MINUTES OF AN ORDINARY MEETING
OF THE MURWEH SHIRE COUNCIL
HELD ON THURSDAY 15 OCTOBER 2020 AT 9:00AM

Libraries Report	Moved: Cr McKellar	Seconded: Cr Taylor
	"That the Libraries Report be received."	
		<u>Carried</u>
Meeting Adjourn	The meeting adjourned for a morning tea break at 10.15am.	
Meeting Resume	The meeting resumed from morning tea at 10.45am.	
	The Director of Environmental and Health Services was present when the meeting resumed.	
Environmental & Health Services Report	Moved: Cr Eckel	Seconded: Cr Alexander
	"That the Environmental and Health Services report be received."	
		<u>Carried</u>
Attendance	The Director of Environment and Health Services exited the meeting at 11.07am.	
	The A/Director of Engineering Services entered the meeting at 11.07am.	
	The Workshop Foreman entered the meeting at 11.34am.	
	The Workshop Foreman exited the meeting at 11.45am.	
Engineering Report	Moved: Cr McKellar	Seconded: Cr Eckel
	"That the Engineering Services Report be received."	
		<u>Carried</u>
Motor Grader REPLACEMENT – Tender MG1.20-21	Moved: Cr Alexander	Seconded: Cr Eckel
	"That Council approves the purchase of a Komatsu GD655-7 Komatsu Grader for the total value of \$475,000 (EX GST)."	
		<u>The motion was defeated</u>
	The matter lay on the table subject to more information being sought during the break.	
	Moved: Cr McKellar	Seconded: Cr Taylor
	"That Council accepts the tender from Hastings Deering to purchase Caterpillar Grader for a total value of \$480,286.98."	
		<u>Carried</u>

MINUTES OF AN ORDINARY MEETING
OF THE MURWEH SHIRE COUNCIL
HELD ON THURSDAY 15 OCTOBER 2020 AT 9:00AM

Council did not accept the recommendation of the Director of Engineering Services and chose to award the contract to Hastings Deering subject to:

- Resale value
- Operator Ergonomics
- Organisational satisfaction with previous CAT machinery for local conditions.

Roma St West Extension (Old Charleville Road)

That the matter lay on the table until costings and information requested be provided.

QRA Flood Damage – Project Management of Construction Works

Moved: Cr Alexander

Seconded: Cr Eckel

“That Council award Enginfra Consulting contract PM1 20-21 for Project Management of the 2020 February Flood Event.”

Carried

Attendance

The A/Director of Engineering exited the meeting at 11.58am.

Customer Service Charter

Moved: Cr McKellar

Seconded: Cr Taylor

“That Council adopts the customer service charter as presented.”

Carried

Request to Waive Rental Fees Due COVID19 Restrictions

Moved: Cr Alexander

Seconded: Cr Taylor

“That Council delegate authority to the CEO to negotiate a remission of rental in regards to the dental surgery.”

Carried

Request To Fund The Erection Of A Fence

Moved: Cr Eckel

Seconded: Cr McKellar

“That Council advise Letishia Johnstone that her request for Council to fund part or all of the costs to erect an adjoining fence between 5 Francis Street Charleville and King Edward Park is denied.”

Carried

Application for Conversion of Lease to Freehold

Moved: Cr Alexander

Seconded: Cr Taylor

“That Council advises the Department of Natural Resources, Mines & Energy that it has no objections to Term Lease 0/231422 over Lot 15 on Crown Plan C14095 being converted to Freehold.”

Carried

MINUTES OF AN ORDINARY MEETING
OF THE MURWEH SHIRE COUNCIL
HELD ON THURSDAY 15 OCTOBER 2020 AT 9:00AM

Charleville Botanical Reserve	That the matter lay on the table and more detailed information be sought about costings.	
Morven Rail Hub – Tenders for Electrical Works	Moved: Cr Eckel	Seconded: Cr Alexander
	“Based on the full assessment of offers received, including offer price, relevant experience, local economic stimulus and assessed construction period, that tender MRH14. 19-20 for Site Power and Lighting be awarded to Brayley Electrical P/L of Charleville for the sum of \$312,878.00 + GST.”	
	<u>Carried</u>	
Charleville Airport RFDS Apron and Runway Upgrade Project	Moved: Cr Eckel	Seconded: Cr McKellar
	“That Council confirms:	
	1. it is committed to delivering the Charleville Airport RFDS Apron and Runway Upgrade Project and	
	2. is willing to accept responsibility to complete the project and meet the costs of the project not covered by the grant funding.”	
	<u>Carried</u>	
Qld Energy Class Action	Moved: Cr Alexander	Seconded: Cr Taylor
	“That Council be a party to the class action claim by Qld Energy against CS Energy and Stanwell Corporation and to notify Piper Alderman of Council’s agreement to be a party to the claim.”	
	<u>Carried</u>	
MSC Financial Statements	Moved: Cr McKellar	Seconded: Cr Eckel
	“That:	
	1. Council adopt the Annual Financial Statements for 2019/2020	
	2. Council note the Long Term Financial Sustainability Statement for 2019/2020	
	3. Council note the closing report for 2019/2020 audit	
	4. Council note the Management Representation letter for the year ended 30 June 2020.”	
	<u>Carried</u>	
Meeting Closed	There being no further business the Mayor declared the meeting closed at 1.30pm	
	Cr Shaun Radnedge Mayor	



FINANCIAL REPORT

COUNCIL MEETING

12th November 2020

**Mayor and Councillors
Murweh Shire Council
CHARLEVILLE QLD 4470**

Highlights of this month's Financial Report:

Report - Period Ending 31 October 2020.

Revenue

Total revenue of \$15.3M to 31 October 2020 represents 46% of the total budget of \$33.273M.

These statements are for 4 months of the financial year and generally would represent 35% of the overall budget.

Higher than expected year to date actual revenue of 46% compared with budget year to date of 35% is mainly due to:

- Rates and charges have been issued from July to December 2020, with a discount period until 31 December 2020
- Capital grants received so far of \$3.5M, with a total budget of \$11.8M
- Advance payment of \$ 4.4 M flood damage grant received so far

Expenses

Total expenditure of \$8.4M to 31 October 2020 represents 36% of the total budgeted expenditure of \$23.309M.

Please note that the actual depreciation amounting to \$ 2.1M is now recorded in the October monthly report.

Outcome

There is currently a cash balance of \$ 8.4M.

Restricted cash – grant not yet spent: \$ 6.2M

Actual surplus/working capital cash: \$ 2.1M

Please note that the actual expenditure year to date for the Morven rail hub still to be claimed amounted to \$1.3M.

Capital Works

See the Capital Funding Report 2020 – 21 for details of all projects.

1. Cash Position
2. Monthly Cash Flow Estimate
3. Comparative Data
4. Capital Funding – budget V's actual
5. Road Works – budget V's actual

1. Cash Position as at 31 October 2020

Operating Account					\$277,256		
SHORT TERM INVESTMENTS							
National Bank of Australia				\$	-		
QTC Cash Fund					\$8,120,730		
			Total	\$	8,397,986		
The following items should be backed by cash and investments, plus any increases in the surplus of Debtors over Creditors.							
Cash backed Current Liabilities (AL,LSL,SL,RDO)					\$2,469,754		
Restricted cash - grants received not yet spent less grants receivable					\$4,490,504		
				\$	6,960,258		
Balance of estimated rates/other debtors - estimated creditors :							
	(\$3,026,849	-	\$309,640)	\$	2,717,209
Plus cash surplus	\$	8,397,986	-	\$	6,960,258	\$	1,437,728
Working Capital			Total	\$	4,154,937		

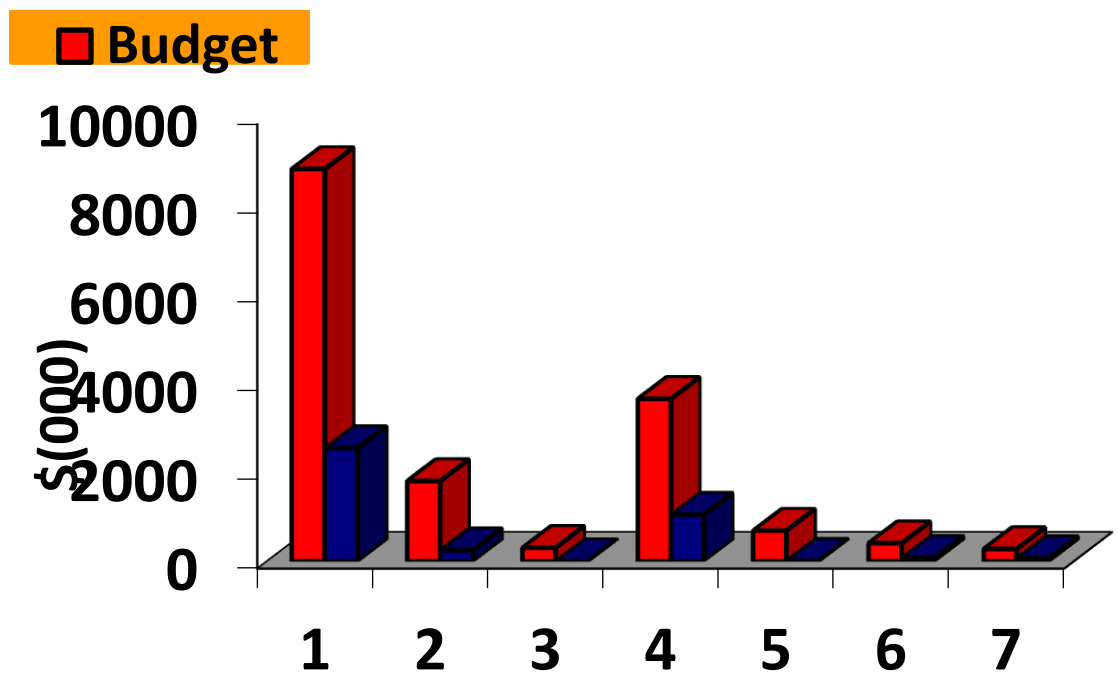
2. Monthly Cash Flow Estimate: - November 2020

<u>Receipts</u>		<u>Expenditure</u>	
Rates	\$800,000	Payroll	\$800,000
Fees & Charges	\$100,000	Creditor Payments	\$1,500,000
Debtors	\$350,000	Loan Payments	\$0
Grants/Claims/Loan QTC	\$1,500,000	Lease Payments	\$0
Total	\$2,750,000	Total	\$2,300,000
Therefore cash is expected to increase by		\$450,000	in the period.

3. Comparative Data for the month of October 2020

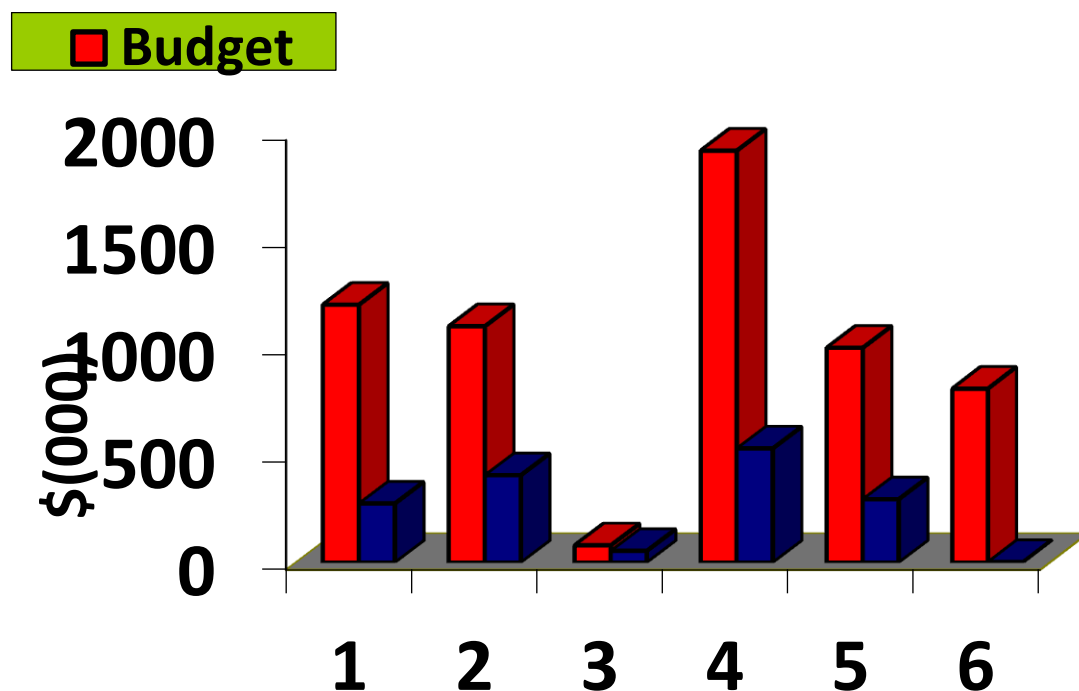
<u>Comparative Year</u>	2020	2019	2018
	\$000	\$000	\$000
Cash position	\$8,419	\$6,775	\$6,521
Working capital	\$4,155	\$4,896	\$5,519
Rate arrears	\$2,648	\$3,772	\$4,346
Outstanding debtors	\$379	\$510	\$1,483
Current creditors	\$309	\$29	\$34
Total loans	\$2,070	\$2,534	\$2,991

4. Capital Funding: Year to 31 October 2020



Total Capital Funding		\$15,935	\$4,984	31.28%
1	Buildings / Other Structures	\$8,527	\$3,326	39.01%
2	Plant & Equipment / Furniture & Fittings	\$1,800	\$336	18.67%
3	Charleville Airport Upgrade	\$300	\$0	0.00%
4	Road Infrastructure	\$3,949	\$1,165	29.50%
5	Water & Sewerage Infrastructure	\$685	\$12	1.75%
6	Office Equip	\$402	\$79	19.65%
7	QTC - Loan Redemption	\$272	\$66	24.26%

5. Road Works Expenditure: Year to 31 October 2020



Total Road Expenditure		\$6,106	\$2,126	35%
1	Rural Roads	\$1,200	\$333	28%
2	Town Streets	\$1,100	\$533	48%
3	Private Works	\$80	\$69	86%
4	RMPC Works	\$1,916	\$664	35%
5	Flood Damage	\$1,000	\$402	40%
6	Other (Landsborough Highway Rehab)	\$810	\$125	15%

6. ATTACHMENTS

- Capital Funding Detail
- Rate Arrears Summary
- Revenue & Expenditure Summary
- Balance Sheet

Capital Expenditure as at 31 October 2020

Projects								
Asset Class/GL Number	Job Number	Project Description	Funding source	Actual to date	% of budget	Budgeted Project Costs 2020-21	Total - Actual Project Costs	Total - Budgeted Project Costs
Airport								
242-4000-0	8000-3601-0	Augathella Airstrip Upgrade	DISER	\$0		\$300,000		
	Sub total			\$0	0.00%	\$300,000		
Land	8000-0070-0	Industrial Estate	BoR	\$353,361	88.34%	\$400,000		
589-4000-0	8000-0077-0	Industrial Estate	COVID/LRCI	\$0	0.00%	\$200,000		
	8000-0078-0	industrial Estate		\$0		\$210,000		
	8000-0079-0	industrial Estate		\$0		\$190,000		
	Sub total			\$353,361	35.34%	\$1,000,000	\$1,984,521	\$2,984,521
Buildings	8000-1785-0	Life on the Brisbane Line	OTI	\$639,687	127.94%	\$500,000	\$1,830,370	\$1,700,000
360-4000-0	8000-1891-0	Cosmos Upgrade - Stage 3	GTI	\$268,234	41.27%	\$650,000	\$814,404	\$800,000
	8000-2550-0	Solar fitout to Buildings	W4Qld	\$164,565	0.00%	\$150,000		
	8000-2501-0	Charleville housing	Drought	\$0	0.00%	\$125,000		
	8000-2502-0	Augathella housing	Drought	\$474	0.00%	\$125,000		
	8000-2560-0	Charleville Gym extension	BoR	\$0	0.00%	\$265,120		

	8000-2570-0	Upgrade Council Chambers	LRCI	\$0	0.00%	\$150,000		
	8000-2576-0	Augathella shower/toilet	LRCI	\$0	0.00%	\$200,000		
	8000-2582-0	Morven tourist office	COVID W4Q	\$0	0.00%	\$100,000		
	8000-2583-0	Augathella historical museum	COVID W4Q	\$0	0.00%	\$100,000		
	8000-2586-0	Town hall upgrades - Augathella/Morven	COVID W4Q	\$0	0.00%	\$200,000		
	Sub total			\$1,072,960	41.83%	\$2,565,120		
Other Structures	8000-1781-0	WWII Tourism project (moved to GTI and OTI projects)		-\$142,187	0.00%	\$30,000		
370-4000-0	8000-1892-0	Morven Rail (Freight) Hub	DISER	\$1,377,530	70.64%	\$1,950,000	\$4,338,762	\$4,103,510
	8000-2357-0	Shade over Morven skate park		\$0	0.00%	\$50,000		
	8000-2358-0	Upgrade Children Pool - Drought	Drought	\$0	0.00%	\$150,000		
	8000-2359-0	Automatic gate for Charleville depot		\$0	0.00%	\$60,000		
	8000-2361-0	Morven Truck wash	BoR	\$0	0.00%	\$925,100		
	8000-2360-0	Swimming Pool Roof		\$17,706	88.53%	\$20,000		
	8000-2365-0	Regional Connectivity	Remote Com	\$646,747	88.54%	\$730,425		
	8000-2368-0	Morven Rec Lighting - Drought	Drought	\$0	0.00%	\$110,000		
	8000-2520-0	Charleville Racecourse Works	W4QLD	\$0	0.00%	\$100,000		
	8000-2571-0	Lighting Alfred St Bridge	LRCI	\$0	0.00%	\$67,000		
	8000-2577-0	Charleville Racecourse Works	LRCI	\$0	0.00%	\$200,000		
	8000-2579-0	Weighbridge	LRCI	\$0	0.00%	\$400,000		

	8000-2585-0	Columbarion installation Augathella	COVID W4Q	\$0	0.00%	\$20,000		
	8000-2587-0	Digital connectivity upgrade	COVID W4Q	\$0	0.00%	\$150,000		
	Sub total			\$1,899,796	38.28%	\$4,962,525		
Plant Replacement	8000-1200-0	Heavy and Light Plant		\$335,705	18.65%	\$1,800,000		
445-4000-0								
	Sub total			\$335,705	18.65%	\$1,800,000		
	8000-1500-0	R2R balance	R2R	\$0	0.00%	\$49,133		
	8000-2305-0	Kerb & Channel Annual allocation		\$17,739	0.00%	\$100,000		
Roads	8000-2581-0	Charleville Airport Qantas Drive	COVID W4Q	\$0	0.00%	\$100,000		
525-4000-0	8000-2584-0	Levee bank remediation	COVID W4Q	\$0	0.00%	\$200,000		
	8000-3021-0	Charleville River Clearing	W4Qld	\$0	0.00%	\$600,000		
	8000-4049-0	Khybar Rd Reseal	R2R	\$0	0.00%	\$320,000		
	8001-3040-0	Footpaths Annual allocation		\$112,675	75.12%	\$150,000		
	8001-4001-0	Adavale Rd	R2R	\$11	0.01%	\$210,000		
	8001-4050-0	R2R/TIDS Killarney Rd	R2R/TIDS	\$959,772	73.41%	\$1,307,340		
	8003-4001-0	Adavale Rd	R2R	\$0	0.00%	\$270,000		
	8003-4050-0	R2R/TIDS Killarney Rd	R2R/TIDS	\$75,016	11.67%	\$642,660		
	Sub total			\$1,165,213	29.51%	\$3,949,133		
Water	8000-5252-0	Water Mains Augathella		\$0	0.00%	\$50,000		
555-4000-0	8000-5254-0	Water Mains Charleville		\$3,455	2.30%	\$150,000		
	8000-5260-0	Water Mains Morven		\$8,996	9.00%	\$100,000		
	8000-5272-0	Charleville Showground Retic	Drought	\$0	0.00%	\$75,000		

	8000-5273-0	Augathella Brassington Retic	Drought	\$0	0.00%	\$75,000		
	8000-5275-0	Bores - Colladi		\$0	0.00%	\$35,000		
	Sub total			\$12,451	2.57%	\$485,000		
Sewerage	8000-5350-0	Sewerage Augathella		\$0	0.00%	\$50,000		
585-4000-0	8000-5360-0	Sewerage Charleville		\$0	0.00%	\$150,000		
	Sub total			\$0	0.00%	\$200,000		
Office Equip	8000-1774-0	Communications		\$0	0.00%	\$5,000		
597-4000-0	8000-1782-0	Desktop PC's		\$144	0.00%	\$10,000		
	8000-1788-0	ECM Software		\$76,098	19.66%	\$387,090		
	Sub total			\$76,242	18.96%	\$402,090		
	Total Capital			\$4,915,728	31.38%	\$15,663,868		
Int & Redemp	No Job #	Current Loans Payments		\$66,382	24.41%	\$272,000		
640-672-5000								
	Sub total			\$66,382	24.41%	\$272,000		
GRAND TOTAL				\$4,982,110	31.26%	\$15,935,868		

STATEMENT OF RATES AND CHARGES

31 OCTOBER 2020



	ARREARS 30 JUNE 2020	LEVIES	INTEREST	RECEIPTS	DISCOUNT	WRITE OFFS	PENSIONER STATE	PENSIONER COUNCIL	BALANCE
GENERAL	\$441,904.65	\$1,989,342.24	\$9,308.86	\$834,916.72	\$76,494.13	\$2,442.71	\$23,884.71	\$47,900.97	\$1,454,916.51
CLEANSING	\$102,785.89	\$322,573.96	\$2,275.60	\$186,703.08	\$16,649.28	\$1,509.53	\$7,479.02	\$0.00	\$215,294.54
SEWERAGE	\$142,927.39	\$459,134.60	\$2,810.26	\$271,015.00	\$24,598.78	\$1,790.72	\$335.48	\$0.00	\$307,132.27
WATER	\$298,826.78	\$873,017.80	\$6,692.73	\$527,401.69	\$48,255.32	\$3,001.50	\$717.71	\$0.00	\$599,161.09
EXCESS WATER	\$17,276.18	\$85,622.43	\$0.00	\$47,263.10	\$0.00	\$1,622.75	\$0.00	\$0.00	\$54,012.76
C.E.D.	\$11,390.10	\$43,278.51	\$307.83	\$24,961.91	\$2,470.38	\$2.84	\$0.00	\$0.00	\$27,541.31
LEGAL FEES	\$9,094.78	\$0.00	\$0.00	\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,344.78
LAND CHARGES	\$19,570.46	\$861.00	\$0.00	-\$247.54	\$0.00	\$0.00	\$0.00	\$0.00	\$20,679.00
TOTALS	\$1,043,776.23	\$3,773,830.54	\$21,395.28	\$1,894,763.96	\$168,467.89	\$10,370.05	\$32,416.92	\$47,900.97	\$2,685,082.26
							STATE EMERGENCY LEVY		\$123,028.38
							TOTAL CURRENT & ARREARS		\$2,808,110.64
							RATES PAID IN ADVANCE		\$159,750.29
							TOTAL OUTSTANDING		\$2,648,360.35

ARREARS ANALYSIS

Current Year	1 Year	2 Years	3 Years	4 Years	5 Years +	Interest	Total
\$2,036,538.66	\$378,914.05	\$165,703.53	\$95,067.11	\$23,935.57	\$12,466.23	\$95,485.49	\$2,808,110.64

General Ledger2020.8.27.1
 (Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 35% of year elapsed. To Level 3. Excludes committed costs)
 MURWEH SHIRE COUNCIL (Budget for full year) Financial Year Ending 2021 Printed(PCADMIN): 04-11-2020 8:34:37 AM

Page - 1

		REVENUE		EXPENDITURE		SURPLUS/(DEFICIENCY)				
		31 Oct 2020	Budget	31 Oct 2020	Budget	31 Oct 2020	Budget			
1000-0001	EXECUTIVE MANAGEMENT									
1100-0002	CORP GOVERNANCE SUB PROGRAM	0.00	0%	0	122,316.34	25%	496,987	(122,316.34)	25%	(496,987)
1200-0002	SPECIAL OPERATIONS SUB PROGRAM	0.00	0%	0	2,271.82	28%	8,142	(2,271.82)	28%	(8,142)
1300-0002	DISASTER MANAGEMENT SUB PROGRAM	0.00	0%	17,500	25,302.31	32%	78,750	(25,302.31)	41%	(61,250)
1500-0002	HUMAN RESOURCES SUB PROGRAM	0.00	0%	0	65,866.77	46%	143,066	(65,866.77)	46%	(143,066)
1000-0001	EXECUTIVE MANAGEMENT	0.00	0%	17,500	215,757.24	30%	726,945	(215,757.24)	30%	(709,445)
2000-0001	CORPORATE SERVICES									
2100-0002	REVENUE SUB PROGRAM	2,538,498.05	27%	9,293,572	0.00	0%	0	2,538,498.05	27%	9,293,572
2200-0002	STORES OPERATION SUB PROGRAM	0.00	0%	0	20,950.79	21%	100,176	(20,950.79)	21%	(100,176)
2300-0002	ADMINISTRATION SUB PROGRAM	39,811.53	100%	40,000	1,028,793.67	39%	2,625,808	(988,982.14)	38%	(2,585,808)
2400-0002	FINANCE SUB PROGRAM	0.00	0%	0	12,504.88	36%	34,836	(12,504.88)	36%	(34,836)
2500-0002	ONCOSTS SUB PROGRAM	0.00	0%	0	200,112.58	---	0	(200,112.58)	---	0
2600-0002	LIBRARY SUB PROGRAM	0.00	0%	12,800	85,026.69	31%	270,752	(85,026.69)	33%	(257,952)
2700-0002	AERODROMES SUB PROGRAM	109,279.79	32%	340,000	309,071.63	34%	910,739	(199,791.84)	35%	(570,739)
2800-0002	AREA PROMOTION/DEVT SUB PRO									
2800-0003	ECONOMIC DEVELOPMENT	2,990,941.38	31%	9,511,634	444,519.82	69%	641,274	2,546,421.56	29%	8,870,360
2805-0003	COUNCIL HOUSING	0.00	0%	0	41,377.11	39%	105,000	(41,377.11)	39%	(105,000)
2815-0003	CULTURAL DEVELOPMENT	5,299.00	23%	23,000	79,464.12	40%	201,136	(74,165.12)	42%	(178,136)
2820-0003	TOURISM & PROMOTION	344,310.88	31%	1,109,000	581,697.37	34%	1,705,548	(237,386.49)	40%	(596,548)
2800-0002	AREA PROMOTION/DEVT SUB PRO	3,340,551.26	31%	10,643,634	1,147,058.42	43%	2,652,958	2,193,492.84	27%	7,990,676
2000-0001	CORPORATE SERVICES	6,028,140.63	30%	20,330,006	2,803,518.66	43%	6,595,269	3,224,621.97	23%	13,734,737
3200-0001	HEALTH/ENVIRONMENTAL SERVICES									
3200-0002	SPORT, REC & COMMUNITY FACILITIES									
3200-0003	SPORTS & RECREATION FACILITIES	63,202.00	173%	36,540	652,014.98	37%	1,741,366	(588,812.98)	35%	(1,704,826)
3260-0003	COMMUNITY FACILITIES	61,207.43	30%	204,000	313,532.30	31%	998,262	(252,324.87)	32%	(794,262)
3200-0002	SPORT, REC & COMMUNITY FACILITIES	124,409.43	52%	240,540	965,547.28	35%	2,739,628	(841,137.85)	34%	(2,499,088)
3400-0002	ENVIRONMENTAL SUB PROGRAM									
3410-0003	COMMUNITY HEALTH	10,888.45	56%	19,500	12,109.81	15%	80,000	(1,221.36)	2%	(60,500)
3435-0003	ANIMAL CONTROL	23,356.07	40%	59,000	99,207.42	41%	244,152	(75,851.35)	41%	(185,152)
3460-0003	RESERVES	0.00	0%	0	66,394.00	39%	172,380	(66,394.00)	39%	(172,380)
3475-0003	STOCK ROUTES	0.00	0%	0	149,126.16	41%	363,412	(149,126.16)	41%	(363,412)
3400-0002	ENVIRONMENTAL SUB PROGRAM	34,244.52	44%	78,500	326,837.39	38%	859,944	(292,592.87)	37%	(781,444)

General Ledger2020.8.27.1		Revenue and Expenditure Summary						Page - 2		
(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 35% of year elapsed. To Level 3. Excludes committed costs)		Financial Year Ending 2021						Printed(PCADMIN): 04-11-2020 8:34:37 AM		
MURWEH SHIRE COUNCIL (Budget for full year)		REVENUE		EXPENDITURE		SURPLUS/(DEFICIENCY)				
		31 Oct 2020	Budget	31 Oct 2020	Budget	31 Oct 2020	Budget			
3500-0002	REFUSE MANAGEMENT SUB PROGRAM									
3500-0002	REFUSE MANAGEMENT SUB PROGRAM	308,132.32	52%	596,929	179,179.89	31%	577,494	128,952.43	664%	19,435
3200-0001	HEALTH/ENVIRONMENTAL SERVICES	466,786.27	51%	915,969	1,471,564.56	35%	4,177,066	(1,004,778.29)	31%	(3,261,097)
4000-0001	ENGINEERING SERVICES									
4100-0002	ENGINEERING OFFICE SUB PROGRAM	0.00	0%	0	1,276,026.64	33%	3,859,016	(1,276,026.64)	33%	(3,859,016)
4200-0002	BUILDING & PLANNING SUB PROGRAM	8,908.00	36%	25,000	35,871.51	42%	86,000	(26,963.51)	44%	(61,000)
4300-0002	PLANT OPERATIONS SUB PROGRAM	25,398.93	4%	590,000	(313,326.69)	68%	(460,591)	338,725.62	32%	1,050,591
4400-0002	PRIVATE WORKS ACTIVITIES	1,386,824.57	30%	4,632,536	935,633.58	39%	2,380,000	451,190.99	20%	2,252,536
4500-0002	OTHER ROAD ACTIVITIES SUB PROGRAM	6,047,893.92	146%	4,154,075	1,362,387.41	36%	3,796,021	4,685,506.51	>999%	358,054
4000-0001	ENGINEERING SERVICES	7,469,025.42	79%	9,401,611	3,296,592.45	34%	9,660,446	4,172,432.97	<999%	(258,835)
5100-0001	WATER & SEWERAGE SERVICES									
5100-0002	WATER SUPPLY ACTIVITIES SUB PROGRAM									
5100-0003	CHARLEVILLE WATER	762,395.66	54%	1,409,024	166,418.78	26%	638,899	595,976.88	77%	770,125
5200-0003	MORVEN WATER	50,875.69	52%	97,337	51,199.24	49%	104,803	(323.55)	4%	(7,466)
5300-0003	AUGATHELLA WATER	99,239.41	54%	182,230	35,220.14	21%	170,722	64,019.27	556%	11,508
5390-0003	WATER DEPRECIATION	0.00	0%	0	162,839.33	36%	450,979	(162,839.33)	36%	(450,979)
5100-0002	WATER SUPPLY ACTIVITIES SUB PROGRAM	912,510.76	54%	1,688,591	415,677.49	30%	1,365,403	496,833.27	154%	323,188
5400-0002	SEWERAGE ACTIVITIES SUB PROGRAM									
5400-0003	CHARLEVILLE SEWERAGE	435,131.46	52%	840,483	93,223.17	22%	430,970	341,908.29	83%	409,513
5450-0003	AUGATHELLA SEWERAGE	41,113.12	52%	78,461	2,659.51	6%	42,690	38,453.61	107%	35,771
5490-0003	SEWERAGE DEPRECIATION	0.00	0%	0	107,484.95	35%	310,002	(107,484.95)	35%	(310,002)
5400-0002	SEWERAGE ACTIVITIES SUB PROGRAM	476,244.58	52%	918,944	203,367.63	26%	783,662	272,876.95	202%	135,282
5100-0001	WATER & SEWERAGE SERVICES	1,388,755.34	53%	2,607,535	619,045.12	29%	2,149,065	769,710.22	168%	458,470
TOTAL REVENUE AND EXPENDITURE		15,352,707.66	46%	33,272,621	8,406,478.03	36%	23,308,791	6,946,229.63	70%	9,963,830

General Ledger2020.8.27.1

Balance Sheet

Page - 1

(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 35% of year elapsed. To Details. Excludes committed costs)
 MURWEH SHIRE COUNCIL (Budget for full year) Financial Year Ending 2021 Printed(PCSADMIN): 04-11-2020 8:30:08 AM

		OPENING	YEAR TO DATE		CURRENT BALANCE			
		BALANCE	31 Oct 2020	BUDGET	31 Oct 2020	BUDGET		
CURRENT ASSETS								
=====								
0100-0001	CURRENT ASSETS							
0105-3000	Cash at Bank - General Account	162,097.58	113,588.87	45%	252,593	275,686.45	31%	897,573
0110-3000	Cash on Hand	1,570.00	0.00	0%	0	1,570.00	109%	1,438
0115-3000	QTC - Cash Investments	5,011,318.80	3,109,411.41	---	0	8,120,730.21	158%	5,147,732
0116-3000	NAB - Term Deposits	0.00	0.00	0%	0	0.00	0%	0
0117-3000	Cash: Cosmos Centre Float	800.00	0.00	0%	0	800.00	200%	400
0118-3000	Cash: Visitor Info Centre	300.00	0.00	0%	0	300.00	---	0
0120-3000	Accounts Receivable - Rates	829,522.05	1,818,437.76	---	0	2,647,959.81	431%	613,788
0121-3000	Acct Rec - Rates EOY Receipts	264,573.71	(264,573.71)	---	0	0.00	0%	0
0127-3000	Provision for Doubtful Rates	0.00	0.00	0%	0	0.00	0%	0
0130-3000	Stores and Materials	197,913.97	5,478.84	---	0	203,392.81	88%	230,151
0132-3000	Inventory - Cosmos Centre	46,274.57	0.00	0%	0	46,274.57	127%	36,515
0140-3000	Prepaid Expenses	236,913.71	(236,913.71)	---	0	0.00	0%	170,792
0147-3000	Accrued Revenue - General	29,406.47	(29,406.47)	---	0	0.00	0%	0
0148-3000	Contract Assets	2,566,004.08	(1,717,845.52)	---	0	848,158.56	---	0
0150-3000	Workers Compensation Receivable	0.00	(1,036.85)	---	0	(1,036.85)	-3%	31,131
0155-3000	Accounts Receivable - Debtors	683,026.54	(410,851.19)	---	0	272,175.35	12%	2,327,260
0156-3000	Accts Rec - Debtors EOY Receipts	0.00	0.00	0%	0	0.00	0%	0
0160-3000	Provision for Doubtful Debts	(3,637.98)	0.00	0%	0	(3,637.98)	24%	(15,000)
0165-3000	GST Receivable/Suspense	79,795.17	26,920.45	---	0	106,715.62	-766%	(13,934)
0170-3000	Residential Land for Resale	0.00	0.00	0%	0	0.00	0%	0
-----		-----	-----	-----	-----	-----	-----	-----
0100-0001	CURRENT ASSETS TOTAL	10,105,878.67	2,413,209.88	955%	252,593	12,519,088.55	133%	9,427,846
-----		-----	-----	-----	-----	-----	-----	-----
	TOTAL CURRENT ASSETS	10,105,878.67	2,413,209.88	955%	252,593	12,519,088.55	133%	9,427,846

General Ledger2020.8.27.1

Balance Sheet

Page - 2

(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 35% of year elapsed. To Details. Excludes committed costs)

MURWEH SHIRE COUNCIL (Budget for full year)

Financial Year Ending 2021

Printed(PCSADMIN): 04-11-2020 8:30:08 AM

		OPENING	YEAR TO DATE		CURRENT BALANCE	
		BALANCE	31 Oct 2020	BUDGET	31 Oct 2020	BUDGET
NON-CURRENT ASSETS						
=====						
0200-0001	NON-CURRENT ASSETS					
0200-4000	Land at Cost	0.00	0.00	0%	0	0
0205-4000	Land for Resale	0.00	0.00	0%	0	0
0210-4000	Land at Valuation	3,438,638.30	0.00	0%	0	3,438,638.30
0211-4000	Land Improvements at Valuation	0.00	0.00	0%	0	0.00
0215-4000	Land Clearing Account	71,697.01	0.00	0%	0	71,697.01
0217-4000	WIP - Land Improvements	3,536.27	0.00	0%	0	3,536.27
0221-4000	Aerodrome Landing Strip at Cost	0.00	0.00	0%	0	0.00
0231-4000	Aerodrome Landing Strip at Valuation	14,559,396.66	0.00	0%	0	14,559,396.66
0241-4000	Accum Depn - Aerodrome Landing Strip	(2,352,173.65)	(72,676.95)	16%	(461,332)	(2,424,850.60)
0242-4000	WIP - Aerodrome Upgrade	0.00	1,535.64	1%	300,000	1,535.64
0300-4000	Buildings at Cost	7,812,890.57	0.00	0%	0	7,812,890.57
0310-4000	Buildings at Valuation	57,207,640.81	0.00	0%	0	57,207,640.81
0320-4000	Accum Depn - Buildings	(22,534,680.33)	(341,105.21)	55%	(620,749)	(22,875,785.54)
0330-4000	Other Structures at Cost	685,079.07	0.00	0%	0	685,079.07
0340-4000	Other Structures at Valuation	8,143,176.85	0.00	0%	0	8,143,176.85
0350-4000	Accum Depn - Other Structures	(2,976,057.85)	(79,805.63)	15%	(545,546)	(3,055,863.48)
0360-4000	WIP - Buildings	1,787,517.35	1,072,360.78	42%	2,565,120	2,859,878.13
0370-4000	WIP - Other Structures	3,318,717.11	1,899,258.05	38%	4,962,525	5,217,975.16
0380-4000	Parks at Cost	1,226,250.15	0.00	0%	0	1,226,250.15
0381-4000	Accum Depn - Parks	(330,287.02)	(31,101.30)	---	0	(361,388.32)
0382-4000	WIP - Parks	0.00	0.00	0%	0	0.00
0383-4000	Parks at Valuation	688,320.00	0.00	0%	0	688,320.00
0400-4000	Equipment and Furniture Fittings	4,296,923.08	0.00	0%	0	4,296,923.08
0410-4000	Accum Depn - Equipment and FF	(3,682,845.54)	(26,058.54)	79%	(33,024)	(3,708,904.08)
0411-4000	Plant	13,453,392.02	0.00	0%	0	13,453,392.02
0415-4000	Accum Depreciation - Plant	(6,076,026.32)	(282,730.98)	39%	(733,278)	(6,358,757.30)
0420-4000	Furniture and Fittings	0.00	0.00	0%	0	0.00
0430-4000	Accum Depn - Furniture and Fittings	0.00	0.00	0%	0	0.00
0445-4000	Plant Clearing Account	0.00	335,704.53	19%	1,800,000	335,704.53
0500-4000	Road Infrastructure at Cost	0.00	0.00	0%	0	0.00
0510-4000	Road Infrastructure at Valuation	337,183,963.62	0.00	0%	0	337,183,963.62
0520-4000	Accum Depn - Road Infrastructure	(46,997,957.80)	(1,050,550.00)	35%	(3,003,210)	(48,048,507.80)
0525-4000	WIP - Road Infrastructure	1,099,321.68	1,164,230.64	29%	3,949,133	2,263,552.32
0530-4000	Water Infrastructure at Cost	1,043,843.48	0.00	0%	0	1,043,843.48
0540-4000	Water Infrastructure at Valuation	27,387,863.32	0.00	0%	0	27,387,863.32
0550-4000	Accum Depn - Water Infrastructure	(12,571,443.95)	(162,839.33)	36%	(450,979)	(12,734,283.28)
0555-4000	WIP - Water Infrastructure	0.06	12,226.98	3%	485,000	12,227.04
0560-4000	Sewerage Infrastructure at Cost	414,175.16	0.00	0%	0	414,175.16
0570-4000	Sewerage Infrastructure at Valuation	23,537,285.63	0.00	0%	0	23,537,285.63
0580-4000	Accum Depn - Sewerage Infrastructure	(12,617,421.08)	(107,484.95)	35%	(310,002)	(12,724,906.03)
0585-4000	WIP - Sewerage Infrastructure	0.00	0.00	0%	200,000	0.00

General Ledger2020.8.27.1

Balance Sheet

Page - 3

(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 35% of year elapsed. To Details. Excludes committed costs)
 MURWEH SHIRE COUNCIL (Budget for full year) Financial Year Ending 2021 Printed(PCSADMIN): 04-11-2020 8:30:08 AM

		OPENING	YEAR TO DATE		CURRENT BALANCE			
		BALANCE	31 Oct 2020	BUDGET	31 Oct 2020	BUDGET		
0586-4000	WIP - Aurora Estate Stage 2	12,067.70	0.00	0%	0	12,067.70	100%	12,068
0587-4000	WIP - Aurora Estate Stage 3	18,650.00	0.00	0%	0	18,650.00	100%	18,650
0588-4000	WIP State Gov - Bradleys Gully Div	0.00	0.00	0%	0	0.00	0%	0
0589-4000	WIP - Industrial Estate	1,631,160.48	353,360.66	35%	1,000,000	1,984,521.14	67%	2,946,051
0595-4000	Residential Land Resale (NCA)	0.00	0.00	0%	0	0.00	0%	0
0596-4000	Right of Use Assets	221,275.59	0.00	0%	0	221,275.59	---	0
0596-4001	Accumulated Amortisation	(112,754.04)	0.00	0%	0	(112,754.04)	---	0
0597-4000	Equipment Clearing Account	0.02	79,300.74	20%	402,090	79,300.76	5%	1,720,343
0599-4000	Landfill Asset	0.00	0.00	0%	0	0.00	0%	0
0200-0001	NON-CURRENT ASSETS TOTAL	398,991,134.41	2,763,625.13	29%	9,505,748	401,754,759.54	115%	348,207,944
	TOTAL NON-CURRENT ASSETS	398,991,134.41	2,763,625.13	29%	9,505,748	401,754,759.54	115%	348,207,944
	TOTAL ASSETS	409,097,013.08	5,176,835.01	53%	9,758,341	414,273,848.09	116%	357,635,790
CURRENT LIABILITIES								
=====								
0600-0001	CURRENT LIABILITIES							
0600-5000	Accounts Payable	0.00	309,640.30	---	0	309,640.30	---	0
0605-5000	Accrued Expenses - All	1,857,279.94	(1,857,279.94)	---	0	(0.00)	0%	459
0610-5000	Fire Services Levy Payable	3,540.09	117,226.30	---	0	120,766.39	731%	16,515
0612-5000	Contract Liabilities	1,394,598.43	0.00	0%	0	1,394,598.43	---	0
0613-5000	Prepaid Rates	264,573.71	(264,573.71)	---	0	0.00	0%	0
0615-5000	PAYG Payable	1,926.15	(1,926.15)	---	0	0.00	0%	0
0625-5000	Payroll Suspense	0.00	0.00	0%	0	0.00	0%	0
0630-5000	Wages Advance	0.00	0.00	0%	0	0.00	0%	0
0632-5000	RDO & Toil Accumulated	18,129.08	(818.44)	---	0	17,310.64	86%	20,229
0635-5000	Stock Routes Fees Payable	0.00	289.19	---	0	289.19	1%	34,435
0636-5000	Finance Lease - Current	84,052.44	0.00	0%	0	84,052.44	---	0
0640-5000	Office Extension Current Loan	19,016.91	(4,582.86)	---	0	14,434.05	-52%	(27,759)
0645-5000	Cosmos Centre Current Loan	41,341.04	(9,962.72)	---	0	31,378.32	-52%	(60,342)
0650-5000	Medical Centre Current Loan	34,236.99	(8,225.36)	---	0	26,011.63	-51%	(51,426)
0660-5000	Roadworks Current Loan	0.00	0.00	0%	0	0.00	0%	(214,795)
0665-5000	Plant Replacement Current Loan	0.00	0.00	0%	0	0.00	0%	(228,366)
0666-5000	Plant Replacement No 2 Current Loan	0.00	0.00	0%	0	0.00	0%	(171,804)
0670-5000	Residential Develop Current Loan	0.00	0.00	0%	0	0.00	0%	(223,753)
0671-5000	Flood Mitigation Current Loan	140,818.12	(33,531.01)	---	0	107,287.11	>999%	452
0672-5000	Airport Upqgrade Current Loan	42,045.57	(10,080.10)	---	0	31,965.47	-84%	(38,036)
0675-5000	Annual Leave payable	993,522.97	(2,968.88)	---	0	990,554.09	117%	846,327
0680-5000	Long Service Leave Payable	1,143,323.73	(10,074.02)	---	0	1,133,249.71	92%	1,237,872

General Ledger2020.8.27.1		Balance Sheet				Page - 4		
(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 35% of year elapsed. To Details. Excludes committed costs)								
MURWEH SHIRE COUNCIL (Budget for full year)		Financial Year Ending 2021			Printed(PCADMIN): 04-11-2020 8:30:08 AM			
		OPENING	YEAR TO DATE		CURRENT BALANCE			
		BALANCE	31 Oct 2020	BUDGET	31 Oct 2020	BUDGET		
0685-5000	Sick Leave Payable	234,317.05	4,877.05	---	0	239,194.10	102%	234,964
0690-5000	Land Rebate Holding Account	(7,000.00)	0.00	0%	0	(7,000.00)	100%	(7,000)
0697-5000	Salary Sacrifice Deduct - Before Tax	29,994.17	16,896.51	---	0	46,890.68	---	0
0698-5000	Salary Sacrifice Deduct - After Tax	(31,144.29)	(13,948.82)	---	0	(45,093.11)	---	0
0699-5000	Suspense Account: General Account	3,541.17	(351.96)	---	0	3,189.21	18%	17,294
0600-0001	CURRENT LIABILITIES TOTAL	6,268,113.27	(1,769,394.62)	---	0	4,498,718.65	325%	1,385,266
	TOTAL CURRENT LIABILITIES	6,268,113.27	(1,769,394.62)	---	0	4,498,718.65	325%	1,385,266
	NON-CURRENT LIABILITIES							
0700-0001	NON-CURRENT LIABILITIES							
0700-6000	Non-Current Long Service Leave	89,447.44	0.00	0%	0	89,447.44	59%	150,781
0701-6000	Finance Lease - Non current	24,974.29	0.00	0%	0	24,974.29	---	0
0740-6000	Office Extension Non-Current Loan	20,445.48	0.00	0%	(18,889)	20,445.48	45%	45,374
0745-6000	Cosmos Centre Non-Current Loan	44,446.75	0.00	0%	(41,062)	44,446.75	45%	98,666
0750-6000	Medical Centre Non-Current Loan	86,293.57	0.00	0%	(33,861)	86,293.57	69%	125,787
0760-6000	Roadworks Non-Current Loan	0.00	0.00	0%	0	0.00	0%	0
0765-6000	Plant Replacement Non-Current Loan	0.00	0.00	0%	0	0.00	0%	0
0766-6000	Plant Replacement No 2 Non-Current	0.00	0.00	0%	0	0.00	0%	0
0770-6000	Residential Develop Non-Current Loan	0.00	0.00	0%	0	0.00	0%	249,501
0771-6000	Flood Mitigation Non-Current Loan	907,840.57	0.00	0%	(137,767)	907,840.57	88%	1,034,521
0772-6000	Airport Upgrade Non-Current Loan	800,514.56	0.00	0%	(40,850)	800,514.56	90%	884,653
0780-6000	Landfill Restoration Provision	1,944,773.00	0.00	0%	0	1,944,773.00	---	0
0700-0001	NON-CURRENT LIABILITIES TOTAL	3,918,735.66	0.00	0%	(272,429)	3,918,735.66	151%	2,589,283
	TOTAL NON-CURRENT LIABILITIES	3,918,735.66	0.00	0%	(272,429)	3,918,735.66	151%	2,589,283
	TOTAL LIABILITIES	10,186,848.93	(1,769,394.62)	649%	(272,429)	8,417,454.31	212%	3,974,549
	NETT ASSETS/(LIABILITIES)	398,910,164.15	6,946,229.63	69%	10,030,770	405,856,393.78	115%	353,661,241

General Ledger2020.8.27.1		Balance Sheet				Page - 5	
(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 35% of year elapsed. To Details. Excludes committed costs)							
MURWEH SHIRE COUNCIL (Budget for full year)		Financial Year Ending 2021			Printed(PCSADMIN): 04-11-2020 8:30:08 AM		
		OPENING	YEAR TO DATE	BUDGET	CURRENT BALANCE	BUDGET	
		BALANCE	31 Oct 2020		31 Oct 2020		
COMMUNITY EQUITY							
=====							
0800-0001	EQUITY						
0800-0002	SHIRE CAPITAL						
0805-7000	Retained Surplus	47,026,755.59	0.00	0%	0	47,026,755.59	100%
0807-7000	Retained Surplus-Cosmos	(1,275,671.18)	0.00	0%	0	(1,275,671.18)	<999%
0810-7000	Asset Revaluation Reserve - Roads	207,623,378.33	0.00	0%	0	207,623,378.33	174%
0811-7000	Asset Revaluation Reserve - W & S	21,812,333.46	0.00	0%	0	21,812,333.46	91%
0812-7000	Asset Reval Res - Bldqs & Structures	33,190,987.25	0.00	0%	0	33,190,987.25	87%
0813-7000	Asset Revaluation Reserve-Land	929,460.63	0.00	0%	0	929,460.63	29%
0815-7000	Asset Revaluation Reserve Aerodrome	12,624,624.36	0.00	0%	0	12,624,624.36	145%
0816-7000	Asset Revaluation Reserve - Plant	0.00	0.00	0%	0	0.00	0%
0820-7000	Current Surplus / Deficit	0.00	6,946,229.63	70%	9,963,830	6,946,229.63	70%
0825-7000	Year End Surplus/Deficit	76,978,295.71	0.00	0%	1,711,977	76,978,295.71	78%
		-----	-----	-----	-----	-----	-----
0800-0002	SHIRE CAPITAL TOTAL	398,910,164.15	6,946,229.63	59%	11,675,807	405,856,393.78	116%
0830-0002	RESERVES						
0800-0001	EQUITY TOTAL	398,910,164.15	6,946,229.63	59%	11,675,807	405,856,393.78	116%
		-----	-----	-----	-----	-----	-----
	TOTAL COMMUNITY EQUITY	398,910,164.15	6,946,229.63	59%	11,675,807	405,856,393.78	116%



Recommendation / Report

From: Claire Alexander, Contract Accountant
Ordinary Meeting

SUBJECT

ANNUAL REPORT 2019-20 SIGNED FINANCIAL STATEMENTS 2019-20

PROPOSED RESOLUTION:

That Council adopt the Annual Report 2019-20 including the signed Financial Statements 2019-20.

BACKGROUND:

Purpose

The purpose of this report is for Council to adopt the Annual Report 2019-20 which include the audited financial statements for the year ended 30 June 2020.

Discussion

As required by the Local Government Regulation 2012, Section 182:

- (1) A local government must prepare an annual report for each financial year.
- (2) The local government must adopt its annual report within 1 month after the day the auditor-general gives the auditor-general's audit report about the local government's financial statements for the financial year to the local government.
- (3) However, the Minister may, by notice to the local government, extend the time by which the annual report must be adopted.
- (4) The local government must publish its annual report on its website within 2 weeks of adopting the annual report.

Attachment:

[Annual Report including signed Financial Statements 2019-20 \(uploaded as separate document\)](#)

Recommendation

That Council adopt the Annual Report 2019-20 including the signed Financial Statements 2019-20.

Claire Alexander
Contract Accountant



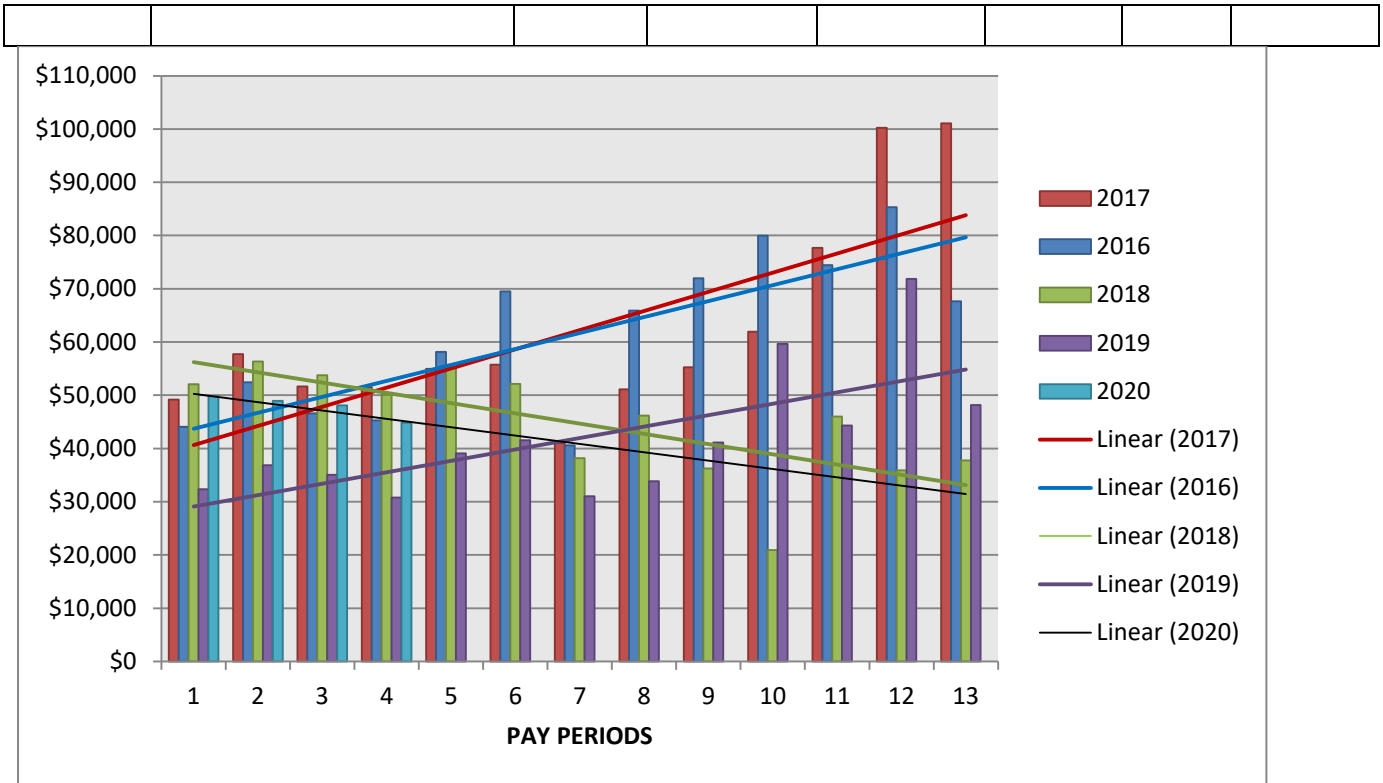
Human Resources Report

From: Kerry-Ann Reading – Human Resources Manager
Ordinary Meeting – October 2020

RECRUITMENT		
VACANCIES	APPOINTMENTS	RESIGNATIONS
Internal 1. Multiskilled Plant Operator (Backhoe) 2. Admin Officer – Rates 3. Foreman – Roads (temporary 18mths)	Tim O’Toole	Normie Baker Ross Barton
External 1. Diesel Fitter 2. Engineering Technical Officer 3. Director Corporate Services 4. Tourism Manager 5. Ganger – Parks & Gardens 6. Ganger – Augathella 7. Labourer Augathella 8. Ganger Roads 9. Multiskilled Plant Operator 10. Multiskilled Plant Operator –Truck W&S 11. Labourer <i>Temp</i> 12. Ganger – Roads <i>Temp</i> 13. Multiskilled Plant Operator – Grader <i>Temp</i>	Interviews 5/11 Interviews 28/10 ON HOLD Interviews 10/11 Interviews 11/11 Interviews 11/11 Interviews 5/11 Interviews 10/11 Interviews 11/11 Interviews 11/11	Brendan Edwards Ken Timms Monique Johnson Garry Kinivan Joseph Lonergan Paul Lonergan Stephen Porter Keith Kent Tim O’Toole
TRAINEES/APPRENTICES		

1. Plumbing Apprentice – Oliver Aitken (2nd year)
2. Diesel Fitter Apprentice – Jaidyn Erickson (3rd year) & Luke Worthington (1st year)

Pay Periods	Dates	2020 - 2021		2019 - 2020		2018 - 2019	
		Hours	Amount	Hours	Amount	Hours	Amount
1 - 2	20/06/2020 – 17/07/2020	1139	\$49,816	769	\$32,352	1254	\$52,076
3 - 4	18/07/2020 – 14/08/2020	1150	\$48,946	850	\$36,864	1345	\$56,328
5 - 6	15/08/2020 – 11/09/2020	1105	\$48,079	789	\$35,032	1326	\$53,731
7 - 8	12/09/2020 – 9/10/2020	1015	\$44,866	724	\$30,806	1248	\$50,091
9 - 10				947	\$39,055	1415	\$55,305
11 - 12				985	\$41,575	1339	\$52,149
13 - 14				728	\$31,018	1010	\$38,190
15 - 16				760	\$33,865	1117	\$46,163
17 - 18				895	\$41,131	907	\$36,228
19 - 20				1251	\$59,664	528	\$20,953
21 - 22				1036	\$44,301	1084	\$45,992
23 - 24				1584	\$71,864	880	\$35,916
25 - 26				1105	\$48,144	921	\$37,746



TRAINING	
Course	No. Attended
NIL	

POLICIES	
Drafts	Due for Review
<ol style="list-style-type: none"> HR-010 Leave (other than parental and domestic violence) 	<ol style="list-style-type: none"> HR-002 Attendance & Absenteeism HR-003 Performance & Misconduct HR-005 Domestic & Family Violence HR-007 Drug & Alcohol HR-008 Smoking HR-009 Bullying & Harassment HR-013 Fitness for Duty HR-019 Social Media HR-022 Recruitment & Selection HR-024 Code of Conduct HR-028 Mobile Phone
OTHER	
<ul style="list-style-type: none"> Performance Appraisals to be completed annually – not mandatory Staff Breakfast & Xmas Party – TBA 	

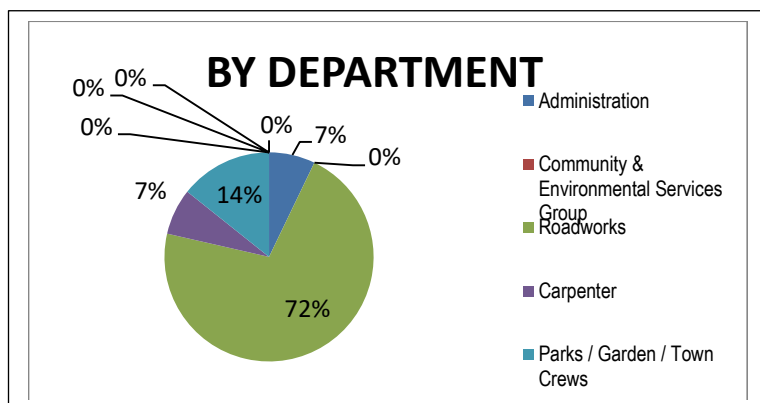
Murweh Shire Council

WORKPLACE HEALTH & SAFETY REPORT

November 2020
Written by: John Wallace (WHSA)

INCIDENT REPORTS RECORDED SINCE LAST REPORT

Report No	Date	Incident type	Department
IR-288	13/10/2020	Vehicle Damage	Roadworks
IR-289	29/09/2020	Grader Damage	Roadworks
IR-290	06/10/2020	Grader Damage	Roadworks
IR-291	19/10/2020	Truck Damage	Roadworks
IR-292	21/10/2020	Roller Slipped – no damage	Roadworks



Spotlight on work safety risk by occupation

Occupational heat maps provide a visual representation of relative risk across occupations, with Workplace Health and Safety Queensland just publishing a report comparing jobs across the state.

Construction and mining industry jobs feature in the new heat maps, showing labouring was the worst performing occupation, also deteriorating since 2016.

The heat maps are based on the concept of the harm index which is a ratio of total statutory costs (an indicator of severity) and exposure (i.e. workers covered) to give an assessment of risk, which represents the relative harm workers are likely to sustain during their working lives.

The occupational heat maps were generated using on-duty at place of work finalised workers' compensation claims only. Harm index analysis revealed the occupation groups with the highest index levels were:

labourers
machinery operators and drivers
technicians and trades workers
community and personal services workers.

These four occupation groups represent half of the eight categories, yet their claim numbers account for 79 per cent of claims. It is a similar result for statutory payments, with these four occupation groups accounting for 80 per cent of the total.

Drug & Alcohol Testing 19-20

Testing has been put on hold due to the COVID-19 virus.



This will start again when it is safe to do so.

Inductions 20-21

Contractor Inductions - 17
Council Induction - 7
Work Experience - 0

Take 5's

July 2020 – 79%
August 2020 – 65%
September 2020 – 67%
October 2020 – 53% still coming in



Hazard Inspections Completed

- SES Shed
- Charleville Cemetery

Procedures Reviewed

- 6 reviewed

Test and Tag

As RCD are fitted to Council buildings, test and tag will not need to be completed yearly; this will save a lot of time and make building safer.

Next WHS Meeting – 23 November 2020

Think Safe

Work Safe

Home Safe

 <p>SHIRE OF MURWEH MURWEH - CHARLEVILLE - ARGENTIOLA</p>	<p>Murweh Shire Council Cosmos Report</p> <p>From: Allyn Hartley Cosmos Centre Co-Ordinator.</p>	 <p>CHARLEVILLE COSMOS CENTRE & OBSERVATORY OUTBACK QUEENSLAND</p>
--	---	---

Report for

Month of October 2020

Monthly Statistics

Cosmos Tourism Breakdown:

The opening of astronomy by day (ABD) as a free component has opened up the numbers into the Cosmos Centre greatly, as shown in Figure 1. This has also increased the sales in Cosmos Souvenirs, Cosmos Café and the ability to up-sell other shows during extended time in the Centre.

The Small and Personal (S&P) tour has also had a significant increase over the past couple of years. Hard to see from this graph, however, over three hundred percent increase. This is attributed to the Big Sky Observatory for this Month being mostly full to capacity on all three shows.

Big Sky Observatory numbers are up even with Covid 19 number restrictions. What is not reflected in these figures are the numbers who were placed onto wait-lists and could not be booked in for a show. Regularly we could have filled another show nightly with the people on wait-lists.

During the cooler period of this Month we have tried to push the Universal Dreaming around the fire pit. Again this has proven very popular over previous years. The main attributing factor to this was due to the Big Sky Observatory tours being booked out.

The Planetarium has proven to be consistent with the added ability to occupy people into the afternoon prior to a Big Sky Observatory show.

Twilight Observatory show has concluded due to the light now at 6:30 pm. Sun viewing on the new ten inch Hydrogen Alpha telescope is outstanding quality and very popular for those using it. The numbers using it are down on previous years. This is due to the size of the telescope and the observatory housing it being smaller than the previous telescope and its previous location being much larger. Normally as the heat increases, the sun viewing numbers decrease. Normal for this time of the year.

Allyn Hartley
Cosmos Centre Co-Ordinator



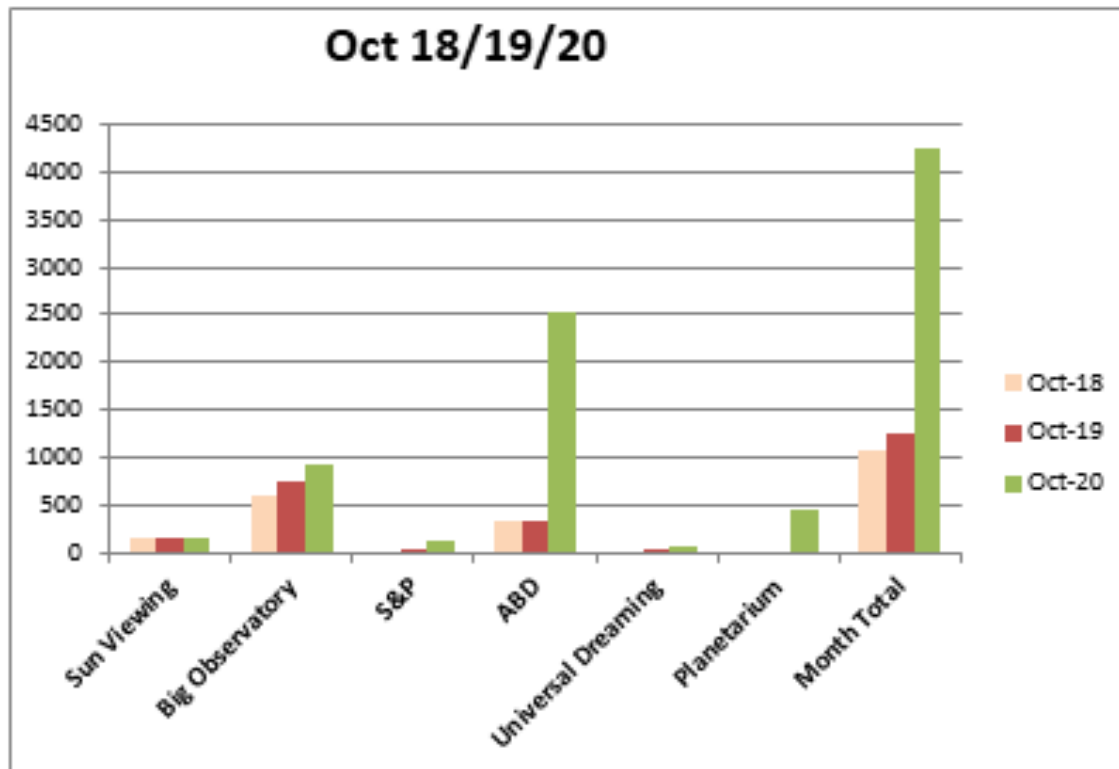


Figure 1: Number of people attending tours

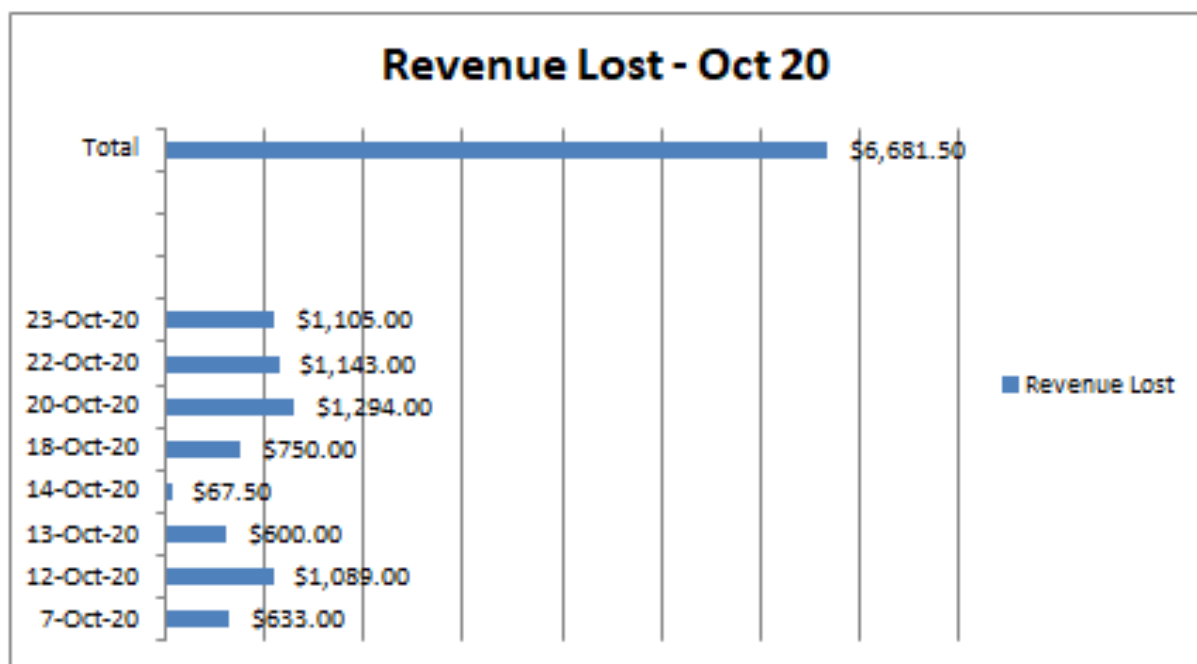


Figure 2: Lost revenue due to Cloud.

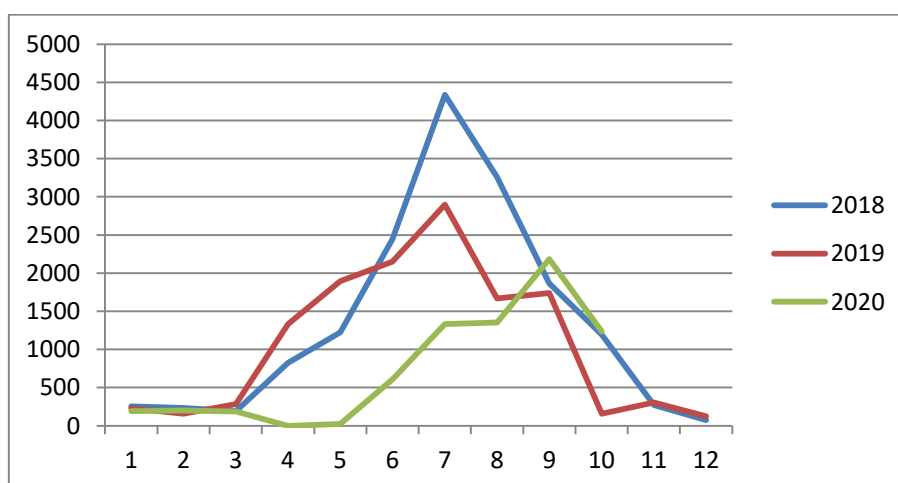


Visitor Numbers for October 2020

October was a busy month with our visitor numbers surpassing October 2019 and 2018 as in September. This the third month we have exceeded visitor numbers even with Covid-19. Good to Go is working.

From feedback supplied from visitors many are extending their stays to a third night, some as per feedback received have even gone up to six nights.

Total for October 2020: 1236



Charleville Visitor Information Centre Business

Foyer

During October we have continued to make the foyer a more welcoming and interesting area as this is where 98% of visitors stop on their first visit to Charleville and the Murweh shire.

Along with offering all the added benefits outlined in our last report we are working with prospective stake holders on ideas to develop more tours and self-drive options for day tours around the Shire to Morven, Cooladdi and Augathella (more on this in the report to council as requested.)

Stock Sales

October 2019: \$801.00

October 2020: \$3,312.60

Tour bookings

2019: \$1,822.00

2020: \$6,153.00

As you can see, we have increased each of these significantly. This is with little outlay at all to the shire budget and without the bilbies which have not been running this year. With a small amount of development in areas I believe we can increase this further in 2021.

Internal VIC

During the past month we have had our one and only computer die. For two days we had no main computer to do bookings, answer emails from prospective visitors or shire personnel. This has contributed to a back log of emails and enquiries to be processed. We average 5-10 email bookings plus 7-10 phone bookings per day. Two computers have been requested along with two efptos machines to alleviate this and take us from an outdated booking system to a normal working and functional centre. All VIC's have this and most ipad booking stations. We are often at 8-10 people in a line waiting to pay due to this long and unnecessary process. Many are disappointed and some walk out due to the time the manual handling is taking. We are awaiting an update of the arrival of this important equipment.

Staffing remains a critical problem. We currently have me and a trainee with no back up for anyone on leave, away sick or other. In the past week we have had access to a Cosmos employee which has helped but this needs to be resolved. When we get into the busy season next year we will need to open for 7 days – staff need to be trained before we are busy so they are aware of the products.

Air conditioning and back doors

We continue to work in an area that is open to the environment. On Friday 30 November we had to close the front doors due to the wind. With no back doors we continually have to remove stock from the floor as it is unsafe, clean all surfaces of dust and for those that have visited the VIC you are aware of the large area we have to clean as there is no cleaner allocated to the VIC. I am following up with QR the process to have this rectified as with Monique leaving no one seems to be taking this on. As I write this is tepid 37 degree, I feel it is important for the well being of staff and visitors this be resolved since from records this has been ongoing for a few years.

Grounds

The A boards out the front are continually blowing over and looking like a dog's breakfast as is the barrier around the proposed new garden. Signage is lacking to direct visitors. I have images of the signs all blown over last weekend. A main sign would allow all the A boards to be removed, less clutter and a central point.

Transportation

This is no becoming a major issue for those visiting via rail, bus or plane. Visitors are not only arriving expecting there is public transport but making bookings before they arrive. There is an opportunity to make their visit more pleasurable and easier – I have many examples of people that have not been accommodated for or felt they were not welcome. Today alone we had 10 from the train, many becoming increasing irate there was no transport.

Other

- During this month I worked with Tourism Queensland and Events for an article in the Weekend Australian
- Phoned each and every accommodation and 'thing to see and do' to update – places to eat will be done before you read this report. Each of these take 1-1.5 days to do.
- Commenced an update on map and the Experience Charleville Guide which needs urgent updating.

Kind Regards,
Danielle Lancaster
VIC Coordinator



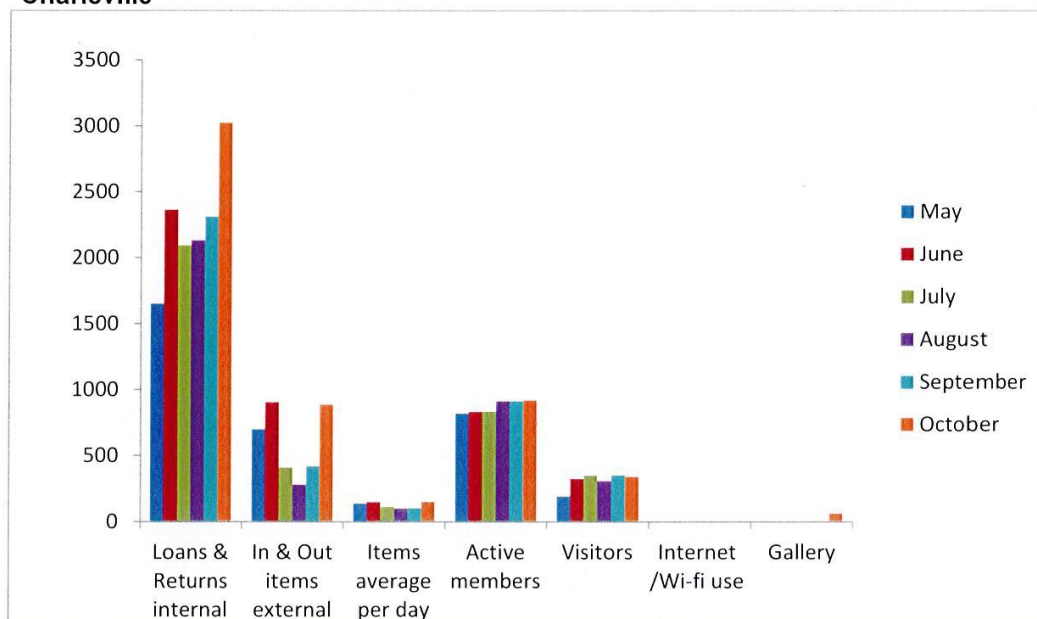
SHIRE OF MURWEH
MORVEN - CHARLEVILLE - AUGATHELLA

Murweh Shire Council Library Reports

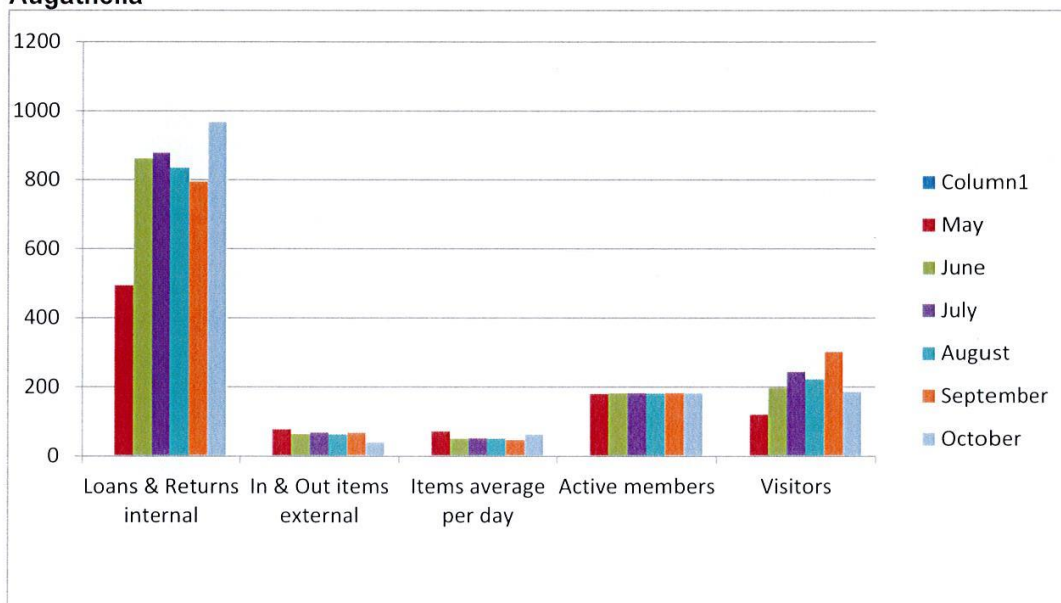
From: **Martina Manawaduge – Librarian**
Danielle Whatmore - Librarian

Report for October 2020 – Charleville / Augathella & Morven

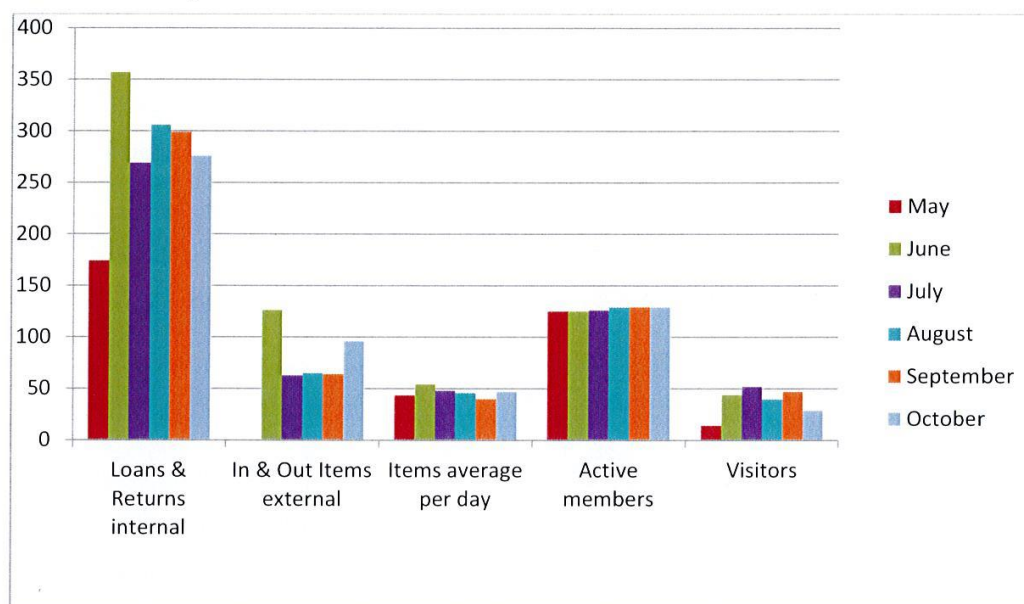
Charleville



Augathella



Morven Library



Operational Information

Charleville Library – Martina Manawaduge and Danielle Whatmore

For the past 3 months we have been experiencing a real problem with our internet being on and off all day, every day. So far Fourier does not seem to know what causes the sometimes lengthy outages. We are unable to do our work properly, as the Library system and everything else we use requires internet connection.

First5Forever

Not operational until further notice due to social distancing issues in our Library

Mulga Lands Gallery – Statistics

Mulga Lands Gallery opened the Wednesday the 21st. We had a steady stream of totally 61 people going through.

Augathella Library – Laraine Steedman

Open Monday to Thursday, closed Saturdays till further notice. Laraine would like to open the Library on Saturdays again.

Morven Library – Marie Williams & Maree Green

Another busy month for the Morven Library, as we continue to source books for members. The book club sets issued by the State Library have been welcomed by avid readers in the Morven Book club, with the group now having access to a variety of fiction and non-fiction titles, through the Library.



Environmental & Health Services Report

From: Richard Ranson – Director of Environmental & Health Services
 Ordinary Meeting – 12th November 2020

WATER TESTING

Water testing conducted in Charleville, Augathella and Morven. No contamination detected.

SEWERAGE / WASTEWATER

'Pensar', the company that managed the Paroo Shire STP project are preparing a preliminary design / Quotation / Program / and methodology report for Murweh Shire Council.

DOG CONTROL

Registrations

Lifetime	8 for October	Total 1081
Annual	3 for October	Total 25 (for 2020/2021)

Seized Dogs

Total seized	5	Reclaimed	0
Adopted	2	Euthanized	3

Wild Dog Scalps 2020/2021

Male 144, Female 76, Puppies 0 total 190	Wild Dog Destruction Budget Remaining \$87,312
--	--

FINES ISSUED / REVENUE

Offence	Number Issued	Total Value
Impounded Dogs	0	\$0
Barking Dog	0	\$0
Unregistered Dog	0	\$0
Wandering Dog	0	\$0
Littering	0	\$0
Wandering Stock	0	\$0
Total	0	\$0

COMPLAINTS MANAGEMENT

Type	Received	Resolved	Pending
Dogs	2	2	0
Overgrown allotments	2	2	1
Other	1	1	0

LANDFILLS

Charleville	No issues to report.
Augathella	No issues to report.
Morven	No issues to report.

FOOD PREMISES

Inspections conducted	0
Complaints	0

ENVIRONMENTAL CONTROL (RIVER)

Poisoning of regrowth and removal of debris from watercourses.

STOCK ROUTES

The October baiting program was conducted between the 19th to 27th October, and participation was above normal. A detailed breakdown will be provided at a later date.

SWIMMING POOL

Monthly report attached.

<u>Attendance</u>	2017/2018	2018/2019	2019/2020	2020/2021
September	983	789	520	687
October	1233	1420	1425	1450
November	1175	1210	1308	
December	1601	1365	1726	
January	2091	1910	1891	
February	1107	1200	1397	
March	890	760	437	
April	516	273		
TOTAL	9596	8929	8704	2137

The month of October had a great start with warmer weather conditions apparent. However towards the middle/end of the month weather conditions changed with cold mornings, warm days and then back to cooler nights. Despite these adverse conditions last year's figure was surpassed, and it would have been interesting to see what the figure would have been without that cooler change.

The toddler pool work has been completed and the pool recommissioned for use by parents and toddlers.

School swimming is again in full swing with Charleville School of Distance Education holding a mini camp for 4 days with lots of activities being held, and swim classes at the pool. St Mary's primary school has also started lessons for the next 5 weeks which the pool staff are heavily involved in.

Charleville Swimming club has conducted 4 club nights thus far and numbers have exceeded 60 kids on each club night. The club will hold its annual qualifying swim meet on November 21st and it is hoped the carnival will attract good numbers from surrounding districts. We have so far had great responses from local business houses in assisting with the running of the event.

On a sombre note complaints are being received from patrons regarding the behaviour of some individuals at the skate park with foul language and broken glass all over the skate park making it dangerous for other patrons to use.

November is looking busy with 3 swimming carnivals and NAIDOC week festivities at the pool on the 11th November. Hopefully approaching warmer weather will boost patronage for the month.



Recommendation / Report

From: **Director of Environmental & Health Services**
Ordinary meeting – 12th November 2020

Subject

Application by Mr. Shane Iverson to rent stables at Charleville Racecourse

BACKGROUND:

An application has been received from Mr. Shane Iverson to rent 10 stables at the Charleville Racecourse complex. Ordinarily this would not be tabled at a council meeting. However, council records demonstrate there have been issues in the past with Mr. Iverson's ability to meet the financial requirements contained in a rental agreement.

Please see attached copies of letters from two CEO's to Mr. Iverson and also Racing Queensland. They refer to a sizeable amount owing in unpaid rent between May 2009 and November 2010.

Please also see attached a letter from Mr. Iverson demonstrating his commitment to meeting requirements of a stable rental agreement, and a letter from Central Warrego Race Club supporting his application.

Recommendation

For discussion and consideration of Council.

4th November 2020

Neil Polglase
CEO
Murweh Shire Council
Alfred Street
Charleville Qld 4470

Dear Mr Polglase

Re: Stable rent application Charleville Racecourse

After recently applying to rent stables at Charleville Racecourse, I have heard you intend to deny my application.

It has been suggested your reasons for this is "past experience". I would like to point out that prior to the end of my previous tenancy in 2010, I was the subject of slanderous insults from a member of your staff which may have prejudiced your opinion of me.

It has also been suggested to me that I have an outstanding debt with your Council. When leaving my previous tenancy in 2010, I made a point of ensuring the remainder of my rent was paid up within 6 weeks of starting my new job. I am not aware of any other amounts owing and have never been contacted by Murweh Shire Council about this in the 10 years since.

During my time away, I spent several years training racehorses in Toowoomba, including 2 years of stabling in Wyalla Street adjacent to the Toowoomba track. At that time I was training an average of 30 horses and was paying over \$6000 rent per month for stabling. I am happy to have this confirmed in writing by my previous landlord.

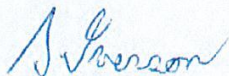
In addition to paying stable rent in Charleville, I am happy to provide a \$1000 bond up front, to be held by Council to secure against any shortfall in rent in the future.

Following is a letter from Central Warrego Race Club supporting and welcoming my return to the Charleville Track facilities, which I include to support my application with Council.

I would like to see this matter settled quickly so that I can get on with setting up my business in Charleville, which may, in the future, also provide employment opportunities for Charleville locals.

Please advise your decision by COB Friday 05.11.20.

Regards



Shane Iverson
0428 716 126

4 November 2010

Neil Polglase

NWP:nwp/:

Mr Bevan Turner,
Racing Queensland,
PO Box 63
SANDGATE QLD 4017

Dear Mr Turner,

Re: Horse Stall Rent – Charleville Racetrack – Shane Iverson -\$5,533.40

Thank you for the opportunity to discuss this matter with you and enclose for your attention correspondence to Mr Iverson regarding his debt to Council for horse stall rent and a copy of his ledger account. Prior to the new charges being adopted Mr Iverson rented fifteen (15) inside stalls and six (6) outside stalls, since the new charges were introduced he has rented twenty (20) stalls and seven (7) day yards.

A precise of events leading to this debt is detailed hereunder: -

Prior to September, 2009 Council charges for horse stall rents were as follows –
Inside stalls – (lockable area) - \$15.60/per horse/week Outside stalls - \$10.00/per horse/per week

On the 25th September, 2009 at the request of Mr Iverson and in light of the additional day yards provided by the race club, the Mayor Mr Mark O'Brien and myself met with all racing officials and trainers regarding new fees, it was agreed at this meeting that the new fees would be as follows –

All horse stalls would be \$11.00/per horse/per week with day yards at \$5.50/per horse/per week.

These new arrangements would not come into account until the new season commenced. These new charges were accepted by all present at the meeting.

The new day yard charges commenced on the 1st March, 2010, (see attached letter to Mr Iverson) at this time, I wrote to Mr Iverson regarding his debt with Council requesting clearance of his debt.

On the 22nd March, 2010 at 10.30am Mr Iverson attended an interview with myself and during these discussions agreed to increase his payments to \$500.00 per fortnight, this would only slightly reduce his debt by \$23.00 per fortnight. I accepted that at least the debt would reduce over time. He further reiterated that he did not appreciate receiving letters and that personal approaches should be made.

Fortnightly invoices have be forwarded with monthly statements issued at the end of each month.

Despite regular discussions held between Mr Iverson, Council's Town Ranger Mr Baker (who is responsible for managing/maintaining the horse stalls), Council staff and myself regarding his debt to Council with many promises, there has been no attempt made to clear or reduce his debt and that no payments have been received since the 16th September, 2010.

Owing to this unsatisfactory account a further letter was recently forwarded to Mr Iverson on the 12th October, 2010. Since this letter Mr Iverson has contacted the office refusing to meet with me and demanding to see the Chief Executive Officer Mr Chris Blanch (who is away on leave), and also called into the office last week and advised staff that full payment would be made by Monday, 1st or Wednesday, 3rd November,2010.

To date no payment has been received and believe that Council has been more than reasonable in their efforts for recovery. It is with great reluctance that Council has had to resort to this action and would appreciate any assistance Racing Queensland is able to offer in resolution of this debt.

Yours faithfully,

MR NEIL POLGLASE
ACTING CHIEF EXECUTIVE OFFICER

12 October 2010

Neil Polglase

NWP:nwp/:

Mr Shane Iverson,
156 Galatea Street
CHARLEVILLE QLD 4470

Dear Mr Iverson,

Re: Horse Stall Rent – Charleville Racecourse.

Reference is made to the enclosed extract of your debtor transaction report detailing an amount outstanding to Council of \$4,702.40 (four thousand, seven hundred and two dollars 40c) and despite your several assurances and agreement to reduce this debt, this debt continues to escalate at an unacceptable level.

Despite your agreement at our last interview to increase payments to a fortnightly arrangement of \$500.00 no such continued payment arrangement was ever received by this Council and Council is no longer able to afford you a further debt.

You are hereby requested to clear the outstanding balance within fourteen (14) days from the date of this letter.

Failure to comply with this request will leave Council no option but to take one or all of the following actions in recovery of same –

- The impoundment of all horses at the stables until such debt is cleared including further cost of impoundment.
- Notification to Queensland Racing Limited of the debt owed to Council
- Legal action taken in the recovery of same including summons and judgement as necessary.

This matter has remained outstanding for too long and your immediate attention is requested.

Yours faithfully,

MR. CHRIS BLANCH
CHIEF EXECUTIVE OFFICER

1 March 2010

Neil Polglase

NWP:nwp/:

Mr Shane Iverson,
156 Galatea Street
CHARLEVILLE QLD 4470

Dear Mr Iverson,

Re: Horse Stall Rent – Charleville Racecourse.

Reference is made to the discussions held between Council and trainers in September last year and agreement reached in respect to the rental of horse stalls at the above facility.

Enclosed for your attention is account submitted for horse stalls rented for the period from 14th February to the 27th February, 2010 representing horse stalls numbered from 6-12 and 16-24 a total of sixteen (16) stalls at \$10.00 per week.

It is further advised, as per the discussions held in September that accounts will be forwarded at the end of March for all day (outside) stalls rented for the period from 1st March to 31st March 2010 at \$5.50 per week.

Enclosed for your further attention is an extract of your debtor transaction report detailing an amount of \$1,830.40 currently outstanding to Council and has remained outstanding for some considerable time.

You are hereby requested to clear the outstanding balance forthwith and to ensure payment for horse stall rents are received in full on a regular basis. Should you be unable to meet this outstanding debt, suitable arrangements are to be made with Council for the clearance of the debt.

Until this matter has been resolved Council is unable to offer any further horse stalls and a failure to attend to this matter will leave Council no alternative but to seek other options in satisfaction of this debt.

Yours faithfully,

Mr. CHRIS BLANCH
CHIEF EXECUTIVE OFFICER

20 May 2009

Kay Mawn

CDB:kfm

Shane Kenneth IVERSON
156 Galatea Street
CHARLEVILLE QLD 4470

Dear Sir

RE: CHEQUE RETURNED - PAYMENT STOPPED

With reference to your cheque (copy herewith enclosed) dated 8 May 2009 in the sum of \$500.00, I advise that it has been returned by the Commonwealth Bank of Australia marked "Payment stopped".

Council has incurred a dishonoured cheque fee of \$9.00 and your remittance in the sum of \$509.00 to Council is required by return mail.

Your urgent attention to this matter is requested.

Yours faithfully

CHRIS BLANCH
CHIEF EXECUTIVE OFFICER

Enc 1.



Recommendation / Report

From: Richard Ranson – Director of Environment & Health Services
Ordinary meeting – 12th November 2020

Subject

Request to operate food stall in Graham Andrews Park

PROPOSED RESOLUTION:

That council permits Leith Brennan to operate a Food Van in Graham Andrews Park on weekends and as requested.

BACKGROUND:

Ms. Leith Brennan has contacted council regarding the operation of her catering van “The Outback Food Shack” on council property (Graham Andrews Park).

As per Ms. Brennan’s attached email, her main source of income has largely disappeared since COVID-19 resulted in the cancellation of many events in South Western Areas.

She would like permission to setup the food shack once or twice a month in Graham Andrews Park, and sell breakfasts to community members

Ms. Brennan is well known locally for her catering services. The van is a new purpose built unit. Her business is operated to the highest standards. She has a food licence, and also a COVID safe plan.

Recommendation

That council permits Ms. Leith Brennan to operate a food van in Graham Andrews Park on Weekends and as requested.

Richard Ranson

From: mail
Sent: Friday, 11 September 2020 1:04 PM
To: Neil Polglase
Cc: Richard Ranson; Paul O'Connor
Subject: FW: Attention Polly (Breakfast in the park)

From: Leith Brennan [<mailto:leithbrennancatering@gmail.com>]
Sent: Friday, 11 September 2020 11:50 AM
To: mail
Subject: Attention Polly (Breakfast in the park)

Dear Polly,

How are you?

I'm really hoping you and the council would be keen and interested in helping out our small food business ..The Outback Food Shack.

As we all know with COVID 19 lots of event's in our south western area's have been cancelled, so there for my travelling food van has come to a halt and has not moved since February 2020,due to COVID 19.

I was hoping I could use the Outback Food Shack food van on weekends to supply breakfast to our community members ect at our beautiful Graham Andrews Parklands.

I was thinking maybe twice a month on a Saturday or a Sunday or when requested.

On the 24th of October I have been asked to do breakfast with the local Functional fitness team in conjunction with there early morning exercise program.

I have a COVID safe plan.

Breakfast will served in takeaway containers, and if people like they might like to bring there own picnic blankets to take in the beautiful mornings!

I was also hoping the Saint Mary's School would like to come with there coffee machine and sell coffee for a fundraiser for there school.

Could you please advise me if this is possible, and the best action required!

I'm happy to pay a small fee to the council if needed.

I'm looking forward to hearing from you soon!

Many thanks

Leith Brennan

The Outback Food Shack!



Engineering Services Report

From: Paul O'Connor – Director of Engineering Services
Ordinary Meeting – 12 November 2020

Local Roads

TIDS

- Killarney Rd 46.63 – 54.7 – 100%
- Killarney Rd 71.8 – 77.8 – start 9 November

Projects Update

Water Main Replacement Program 20-21

- Augathella – Cavanagh St
- Charleville – Edward St
- Morven – Albert & Eureka St

Sewerage Replacement Program 20-21

- Augathella - Jane St – Switchboard
- Charleville – West St – sewer rising main

Footpath / Kerb Program 20-21

- Morven – Albert St – footpath and kerb & channel – 100%
- Morven – Victoria St, outside pub – footpath & wheelchair access – 100%
- Augathella – Annie St – footpath 100%
- To do:
- Kerb & Channel – costings for design
- Charleville – Burke St – footpath
- Augathella Airport extension – Jan / Feb 2021

Other

- Morven Skate Park Shade Sail – on site
- AMP Buildings – in progress.
- Power & lights - Netball court 3 – quotes – seeking funding
- Reticulation – Brassington Park & Charleville Showgrounds – on site Nov 9
- Meat Ant Park Augathella – underground drainage adjacent skate park complete
- Trees for Augathella median strips

Roadworks

- TMR project 13A – complete
- Widening – Adavale Rd & Khyber Rd

New Year

- 2 TMR projects, waiting design & specifications - Jan – June 2021

Flood Damage

- Approx. \$18M worth of works – tender for PM awarded to Enginra

Industrial Estate

- Industrial Estate Roadworks – Bellwether on site

Plant Replacement

- Cat Grader ordered
- Water trailers tender being prepared

W4Q (\$1.43M)

- Roadworks - \$400k – 100%
- Bladder - \$130K – 100% (overspent)
- River Clearing – \$600k - waiting direction
- Racecourse - \$100k – summer (off season)
- Solar Panels \$200k – 100%

W4Q Covid (\$1.27M)

- Qantas Drive \$100K
- Morven Tourist Office - \$100k
- Augathella History Museum - \$100K
- Levee Bank Remediation - \$200K
- Columbarium - \$20k
- Town Hall renewals - \$200k
- Industrial Estate telecommunications - \$210k
- Industrial Estate water services - \$190k
- Digital Connectivity Upgrade - \$150K

Local Shire Roads

A summary of the capital works and maintenance activities on Local Shire Roads is listed below.

Road Name	Maintenance Grading (km)
Cargara Road	10.1 + QRA
Raincourt Road	16.3 +QRA
Laguna Road	8 + QRA
Middle Creek Road	18 + QRA

RMPC

A summary of the capital works and maintenance activities on Council Regional Roads is listed below.

Road No	Road Name	Crack Treatment Emulsion (m ³)	Edge Repairs Emulsion (m ³)	Shoulder Grading (km)	Pothole Patching Emulsion (m ³)	Gravel Cartage (m ³)
13A	Morven - Augathella	6.5	4		0.80	
13B	Augathella - Tambo					
18F	Mitchell - Morven					
18G	Morven - Charleville					
23B	Cunnamulla - Charleville					
23C	Charleville - Augathella			4.41		
93A	Charleville - Quilpie			0.89		342
	TOTAL	6.5	4	5.3	0.80	342

Water & Sewerage

Report for the second half of October due to Water and Sewerage Foreman on leave.

WATER							
Town	Service Line Breaks	Repair Water Mains	Meters Replaced/Checked	Pump Station Faults	Water Bore Maintenance	New Connect	Fire Hydrant
Charleville	2	2	5	1	1		
Other Comments:							
Morven	1	2					
Other Comments:							
Augathella		2		1			
Other Comments:							
SEWERAGE							
Town	Main Line Chokes	Service Line Chokes	Pump Station Faults	Toilets Faults	Unblock Sewer House/Main Connections	New Connection	
Charleville	2	3	1	3			
Morven							
Augathella		1					

Electrical

Activity	Charleville	Augathella	Morven
Fault find & rectify Graham Andrews Park pump	✓		
Fault find & rectify tripping circuit at Swimming Pool	✓		
Install 'iCloud key' in server room at Council Office	✓		
3 ϕ heat exchange motor burnt out thermostat on main board. Bridged out and rectified.	✓		
Remove faulty lighting contactor at Cosmos Centre switchboard	✓		
Scope and order materials/equipment for second v-notch measurement at sewerage treatment plant	✓		
Rebuild Pump #1 at SPS 4	✓		
Scheduled maintenance of Augathella U.V. machine. Lamps & quartz sleeves required.		✓	
'Unifi' install at 5 sites across Council	✓		
Alterations & additions at Art Gallery to facilitate new opening	✓		
Scheduled site visits of all telemetry sites with 'Elpro'	✓	✓	✓
Retic at Meatant Park – fault on 'hunter' controller & 'hot' joint on common connection of solenoids		✓	
Scheduled RCD testing of various Council sites	✓	✓	✓
Remove Pump #2 at Bore #5 – replace bearing & rebuild & replace	✓		
Replace lamp at Gym	✓		
Faulty C/B replacement at Cosmos Centre	✓		
Ceiling fans at Town Hall visual	✓		
Thermo scan & detailed inspection of all switchboards at Racecourse Complex for DDMG	✓		
A/C repairs at Racecourse	✓		
Rebuild motor & pump for spare at Bore #2	✓		
Complete power & circuit changeover at water tower in prep for 'Harvest Water'	✓		

Building

Activity	Charleville	Augathella	Morven
Moon boot ☺			

Town Maintenance

Activity	Charleville	Augathella	Morven
Grave Digging	✓		
Edge Break	✓	✓	✓
Pothole Patching	✓	✓	✓
Repair Seal Defects	✓	✓	✓
Bitumen Sealing (Reseal)	✓		✓
Heavy Patching/Pavement Repair			
Gravel Resheeting			
Shoulder Grading			
Table Drain & Floodway Maintenance		✓	✓
Clear Culverts	✓	✓	✓
Subsurface Drains		✓	
Slashing	✓	✓	✓
Hand Mowing	✓	✓	✓
Clearing	✓	✓	✓
Weed Spraying	✓	✓	✓
Maintain Signs	✓	✓	✓
Guide Post Maintenance	✓	✓	✓
Footpath Works		✓	
Line Marking	✓	✓	
Kerb & Channel	✓		
Street Furniture Maintenance	✓	✓	
Riverwalk Maintenance			
Litter Collection	✓	✓	✓
Pit Maintenance	✓	✓	
Dead Animals		✓	✓
Other			
Works Requests	✓	✓	✓
Put Up Street Banners			
Playground Inspections	✓	✓	✓
Clean BBQs	✓	✓	
Slash Gully	✓	✓	✓
Plant Flowers	✓	✓	✓
Fix Sprays in Park	✓	✓	
Water pots in Main Street	✓	✓	
Mow Ovals & Parks	✓	✓	✓
Service Plant	✓	✓	✓
New Signs	✓	✓	

Assets Department

Flood Damage Works:

- Progress report and Project Management for March 2019 event
 - Progress report submission, and submitted close out of submission 1 – Killarney Road
 - Preparation of works program for delivery of approved works
 - Updated works program for 2019 Flood restoration works
- Feb 2020 Event
 - Meetings with QRA's RLO and meeting with project manager for planning and updates
 - Appointment of project manager for restoration works
 - Monthly reports for project management expenditure claims
- Roads to recovery
 - Submitted Q1 expenditure report and estimated expenditure report for Q2
 - Submitted work schedule for current financial year
- GIS
 - Updated current gravel pits register
 - Created Web app for editing and navigating to Gravel pits.
 - Updated coordinates for extension of existing gravel pits
 - Updated roads register for capital works

Industrial Estate

Data Comms Conduits

Communications were received from NBNC Co in which they claimed to have approved the conduit design plans last June. No notification of this was received by either Council or the designers (APD) despite a number of requests. However, based on this information, project management will update APD with details of conduit pre-installations that have been done, and APD will proceed with preparation of RPEQ-approved construction drawings.

Roads & Stormwater

A start to work on site has been delayed due firstly to contractual issues that needed to be resolved, and subsequently with problems with the site survey data. The contract has been accepted and signed, and issues with the survey data should be resolved by the end of October.

It is now expected that the Contractor (Bellwether) will mobilise to site at the beginning of November. However, in order to clarify the needs for remediation works on the road foundations, the part of the work involving excavation of test pits has been completed by the Contractor in advance of full mobilisation.

Power Supply

All the power poles have now been erected by Ergon but one. This pole may be related to the requirements of an intending Estate tenant rather than Ergon.

Finance

Stage 2 Milestone 3 documentation was compiled and sent to the Department of State Development.

Development Approvals

BA Number	Lot_Plan	Applicant Name	Service Address	Type of Works	Approval Date
7520	L16 RP14308	Glenda Fill	16-18 Hilda Street, Charleville QLD 4470	Construction of shed	7 October 2020
7521	L5 SP203538	Paul Shearwin	40 Murweh Drive, Charleville QLD 4470	Install in ground pool & fence	7 October 2020
7522	L1 C140119	Bevin Randall	45 Sturt Street, Charleville QLD 4470	Construction of shed	19 October 2020
7523	L16 RP14308	Glenda Fill	16-18 Hilda Street, Charleville QLD 4470	Construction of front deck	29 October 2020
7526	L13 SP226232	Charleville Construction & Tiles	Lot 13 Albert Park Road, Charleville QLD 4470	Construction of front/rear decks and shed	29 October 2020
7527	L58 SP231908	Bruce & Maureen Scott	2 Deverell Street, Charleville QLD 4470	Build-in renovation of dwelling	29 October 2020

MURWEH SHIRE COUNCIL ENGINEERING SERVICES COSTING SUMMARY**ROAD MAINTENANCE AND FLOOD DAMAGE**

Council Meeting: 12 November 2020

Road No	Road Name	Routine Maintenance Expenditure	Flood Damage Estimate	Flood Damage Expenditure
4001	Adavale Road	\$ 16,621.60		
4002	Alice Downs Road			
4003	Allambie Road			
4004	Allendale - Warrah Road	\$ 5,943.90		
4005	Armadilla Road			
4006	Bakers Bend Road			
4007	Balmacarra Road	\$ 177.05		
4008	Bannermans Road			
4009	Barngo Road	\$ 60,128.56		
4010	Biddenham Road	\$ 18,896.89		
4011	Bilbie Park Road			
4012	Biloola Road			
4013	Blackburn Road			
4014	Loddon Road Black Tank			
4015	Black Ward Road	\$ 238.91		
4016	Boggarella Road	\$ 101.46		
4017	Belrose Road			
4018	Burrandulla Road	\$ 444.85		
4019	Albury Road			
4020	Caldervale - Khyber Road	\$ 5,160.33		
4021	Auburnvale Road			
4022	Calowrie Road			
4023	Cargara Road	\$ 4,771.18		
4024	Caroline Xing Road	\$ 14,673.40		
4025	Clara Creek Road	\$ 6,790.27		
4026	Cooladdi Access Road			
4027	Cooladdi-Langlo Crossing	\$ 0.07		
4028	Cooladdi-Yarronvale Road	\$ 0.11		
4029	Coolamon Road			
4030	Croxdale Road			
4031	Cunno Road	\$ 5,888.74		
4032	Derbyshire Road			
4033	De Warra Road			
4034	Dilallah Bridge Road			
4035	Doobiblah Road			
4036	Dundee Road			
4037	Durella Road			
4038	Fortland Road			
4039	Glenallen Road			
4040	Glenbrook Road			
4041	Greenstead Road			
4042	Guestling Road	\$ 587.71		
4043	Gundare Road			
4044	Gunnawarra Road			
4045	Hillgrove Road	\$ 513.71		
4046	Hoganthulla Road	\$ 429.23		
4047	Hythe Road			
4048	Joylands Road			
4049	Khyber Road	\$ 38,699.95		
4050	Killarney Road	\$ 1,933.37		
4051	Laguna Road	\$ 3,021.16		

4052	Langlo River Road	\$ 0.92		
4053	Maruga Road			
4054	Maryvale Road	\$ 2,984.43		
4055	Merrigang Road			
4056	Merrigol Road			
4057	Middle Creek Road	\$ 38,482.56		
4058	Mona Road	\$ 1,014.99		
4059	Mt Maria Road	\$ 152.32		
4060	Meigunya Access road			
4061	Mt Tabor Road	\$ 16,957.57		
4062	Murweh Road	\$ 4,537.12		
4063	Narrga (Raincourt) Road	\$ 9,439.85		
4064	Nebine Road	\$ 3,084.84		
4065	Nebine Bollon Shortcut			
4066	Nebine Comm. Ctr Road			
4067	New Farm Road			
4068	Newholme Road			
4069	Newstead Road	\$ 5,716.50		
4070	Nimboy Road			
4071	Nooraloo Road	\$ 21,721.24		
4072	Norah Park Road			
4073	No 7 Block Road			
4074	Old Charleville Road	\$ 323.71		
4075	Old Quilpie Road			
4076	Old Tambo Road	\$ 10,490.11		
4077	Orange Tree Xing Road	\$ 1,211.33		
4078	Ouida Road			
4079	Ouida Downs Road	\$ 1.03		
4080	Oxford Downs Road	\$ 179.40		
4081	Perola Park Road			
4082	Pinnacle Road			
4083	Red Ward Road	\$ 27,482.34		
4084	Rhylstone Road			
4085	Rocky Road			
4086	Rosebank Road			
4087	Roslin Road			
4088	Rose Park Road			
4089	Rosewood Road			
4090	Shelbourne Road	\$ 419.80		
4091	Sherwood Road			
4092	Loddon Road West			
4093	Tantellon road	\$ 301.53		
4094	Tregole Road			
4095	Uabba Road	\$ 0.73		
4096	Urana Road			
4097	Valeravale Road			
4098	Wallal-Riversleigh Road			
4099	Wardsdale Road	\$ 0.37		
4100	Waterford Road			
4101	Wellwater Road			
4102	Wheatleigh Road			
4103	Winneba Road	\$ 152.23		
4104	Wiringa Road			
4105	Wongalee South Rd			
4106	Wongalee North Rd			

4107	Wongamere Road			
4108	Woolabra			
4109	Wooyanong Road			
4110	Boatman Wyandra Road			
4111	Red Lane Road			
4112	Borea Access Road			
4113	Clara Access Road			
4114	Caledonia Road			
4115	Wintara Road			
4117	Riccartoon Road			
4118	Yanna Bridge Road	\$ 7,369.04		
4119	27 Mile Gardens Road			
4120	Bollon Road	\$ 762.70		
4122	Claren Park Road			
4123	Columbo Road			
4124	Cooladdi Pump Road			
4129	Lasso Gowrie Road			
4130	Rosemount Road			
4131	Aronfield Road			
4132	Monamby Park Road			
4133	Northview Road			
4134	Palmers Road			
4136	Percival Road	\$ 148.49		
4137	Rainmore Road			
4138	Westlynn Road			
	Total	\$ 337,957.60	\$ -	\$ -
	Budget	\$ 1,200,000.00		
	Percentage Expended	28%		
	Percentage through Year	34%		

PLANT MAINTENANCE

Item	2019-2020 Expenditure	2020-2021 Expenditure
Wages	\$ 190,686.15	\$ 79,609.70
Parts	\$ 617,121.10	\$ 206,732.60
Tyres & Tubes	\$ 103,412.75	\$ 56,199.44
Fuels & Oils	\$ 676,525.04	\$ 192,324.11
Registration	\$ 105,506.86	\$ 3,246.92
Wages (supervision)	\$ 187,436.14	\$ 72,059.60
Consumables	\$ 38,633.67	\$ 10,857.67
Workshop Apprentice	\$ 47,236.40	\$ 13,175.72
Insurance	\$ 45,904.13	\$ 57,308.00
Total Expenditure	\$ 2,012,462	\$ 691,513.76
	Budget Expenditure	\$ 1,727,263.00
	Percentage Expenditure	\$ 691,513.76
	Revenue to Date	\$1,386,858.24
	Budget Revenue	\$ 3,572,040.00
	Percentage Revenue	39%
	Percentage through Year	34%

URBAN STREET MAINTENANCE

Item	2019-2020 Expenditure	2020-2021 Expenditure
Augathella Street Lighting	\$ 16,816.40	\$ 3,672.86
Morven Street Lighting	\$ 5,147.26	\$ -
Charleville Street Lighting	\$ 63,982.70	\$ 13,624.35
Augathella Street Maintenance	\$ 169,646.89	\$ 55,782.11
Morven Street Maintenance	\$ 98,572.46	\$ 32,268.95
Charleville Street Maintenance	\$ 509,187.52	\$ 297,710.30
Augathella Street Cleaning	\$ 24,653.77	\$ 27,008.32
Morven Street Cleaning	\$ 27,446.48	\$ 14,230.97
Charleville Street Cleaning	\$ 259,040.53	\$ 96,779.88
Charleville Mowing/Slashing/Weeds	\$ 14,736.70	\$ 411.04
Morven Mowing/Slashing/Weeds	\$ 29,404.82	\$ 7,177.98
Augathella Mowing/Slashing/Weeds	\$ 69,128.96	\$ 26,025.72
Total Expenditure	\$ 1,287,764	574,692.48
	Budget	\$ 1,100,000.00
	Percentage Spent	52%
	Percentage through Year	34%

PUBLIC FACILITIES MAINTENANCE

Item	2019-2020 Expenditure	2020-2021 Expenditure
Augathella Public Facilities Maintenance	\$ 18,825.53	\$ 7,792.85
Morven Public Facilities Maintenance	\$ 25,722.95	\$ 15,299.03
Charleville Public Facilities Maintenance	\$ 51,447.85	\$ 21,446.91
Augathella Vandalism Expenses	\$ 250.46	\$ -
Charleville Vandalism Expenses	\$ -	\$ 23.50
Morven Vandalism Expenses	\$ 139.84	\$ -
Total Expenditure	\$ 96,386.63	\$ 44,562.29
	Budget	\$ 142,800.00
	Percentage Spent	31%
	Percentage through Year	34%

**PARKS AND GARDENS
MAINTENANCE**

Item	2019-2020 Expenditure	2020-2021 Expenditure
Augathella Parks & Garden	\$ 132,043.51	\$ 40,154.35
Morven Parks & Garden	\$ 108,543.29	\$ 39,307.24
Charleville Parks & Garden	\$ 628,180.50	\$ 206,821.37
Total Expenditure	\$ 868,767.30	\$ 286,282.96
	Budget	\$ 641,900.00
	Percentage Spent	45%
	Percentage through Year	34%



Recommendation / Report

From: Paul O'Connor - Director of Engineering Services
Ordinary meeting – 12th November, 2020

Subject

Funding for Netball Court 3 Lighting, King Edward Park Charleville

BACKGROUND:

Council has received correspondence on a number of occasions to provide lighting at Netball Court No 3 (King Edward Park, Charleville).

Ergon donated and erected 2 posts on the understanding that Council would proceed with the lighting.

Underground services have been exposed and fenced off to allow quotes and in anticipation of the project being approved and completed.

Quotes have been received and the lowest is \$30,000.

Recommendation

Council provide funding to lighting at Netball Court 3. Correspondence attached.

Charleville Netball Inc

PO Box 111 Charleville Qld 4470

mmaris@bigpond.net.au

Approx May 2018: We had started our netball season and went down to play on the three courts when the lights wouldn't work on the third court, so we played a later game. I then contacted Council to ask if the electrician could check on the lights but was informed the electricity had been disconnected due to termites in the pole. We had not been notified at all.

I asked when the pole will be replaced, and the electricity reconnected and was advised it wasn't in the budget.

We were very disappointed as no notification was given to us and we thought if the pole needed replacing, replace it and why disconnect the electricity.

New toilet was built with electricity but still no power connected back up to the third court.

2019: I contacted council about the third court and the electricity being reconnected. Was told not in the budget and they don't know when or if it would happen.

We offered to pay for half if they could advise us how much, so we could have the court fixed before our season started in May. We heard nothing.

We played the 2019 and half the 2018 season with two courts but it was hard as we can't start until 5.45pm due to players working and then because of our numbers we needed to have a third game which started at 8pm and this made for a late and cold night during winter as that is when we run the netball season – May – September.

I am writing to ask since there has been money found to extend the Charleville Gym, why can't the power be reconnected to the third netball court? We have over 120 adults who play in the netball competition each year and we always pay for the upkeep of the courts ourselves and any repairs to the seats etc and until 2017, when the new toilet block was being connected to the electricity box, we actually paid for all the electricity, even when other groups used the courts or had fun days in the park and needed power. Council only contributed \$5,000 (after we complained about what the council contributed to the tennis club towards their courts) to the deposit we needed for the upgrade of two courts. The netball club paid \$20,000 to enable us to get a grant to upgrade the courts at a cost of \$64,000. The courts are still being ruined by people driving over them (especially now the new extension to the skate park cuts off the area where the cars used to drive) and kids on bikes, scooters and skate boards use them all the time because we are not allowed to fence them off.

I am writing to ask if Council can please reconnect the electricity to the third court at the netball grounds to enable use of all courts when the netball season gets back up and running.

I am also putting in a Community Assistance Form but I feel council should replace what they disconnected in the first place.

Madonna Maris / Treasurer.



Recommendation / Report

From: Neil Polglase – Chief Executive Officer
Ordinary Meeting – 12th November 2020

Subject

LGAQ Bush Councils Compact

PROPOSED RESOLUTION:

That Council receive and endorse the LGAQ's Bush Councils Compact as presented

BACKGROUND:

Purpose	<p>At the recent LGAQ annual conference LGAQ CEO Mr Greg Hallam, AM presented a paper to the Rural and Remote Councils forum entitled Bush Councils Compact for endorsement.</p> <p>Forum and LGAQ recommended that this document be distributed to all Councils to consider the document and provide feedback and /or endorsement by 6th December, 2020.</p>
Financial Risks	Advocacy document providing additional support seeking minimum standards of service delivery and infrastructure through government assistance to non-metropolitan Councils.
Environmental Risk	Not Applicable
Social Risk	Not Applicable
Recommendation	That Council receive and endorse the LGAQ's Bush Councils Compact as presented.

Neil Polglase
Chief Executive Officer

BUSH COUNCILS COMPACT

Meeting the needs of the Bush

- ▶ This Compact recognises the diversity of Queensland's rural and remote communities and the unique responsibilities, challenges and opportunities confronting the State's 45 bush councils.
- ▶ With almost 40% of Queensland's population living outside major metropolitan areas, rural and remote communities contribute significantly to the state's development, economic prosperity and social fabric.
- ▶ However, small populations, funding and policy uncertainty, the tyranny of distance and a high dependence on cyclical industries can severely inhibit the ability of bush councils to deliver the essential infrastructure and services their communities need and deserve.
- ▶ Bush councils often have to provide and pay for services that are taken for granted by communities elsewhere and, in fact, are routinely delivered outside of local government.
- ▶ One-size-fits-all government policies - invariably generated in a big city environment - regularly ignore any unique circumstances existing in rural and remote economies.
- ▶ This Compact sets out a practical investment and engagement framework to guide government policies, programs and regulatory arrangements by which the liveability of rural and remote communities can be improved, jobs created, economic growth fostered and natural resources sustainably managed.
- ▶ This Compact is not a funding wish list - it is a high-level agreement designed to guarantee minimum standards of service delivery and infrastructure for rural and remote communities.
- ▶ Under this Compact, the Queensland Government will consider how every Cabinet submission, every piece of legislation and every decision might affect bush communities. It will ensure the Government facilitates policy development, resource allocation and reporting so that no rural and remote community in Queensland is left behind.

A partnership between the Queensland Government and the Local Government Association of Queensland that enables bush councils to meet the unique challenges, responsibilities, opportunities and needs of their rural and remote communities.



"We would like to see a far **greater understanding throughout government departments** of the realities facing bush councils so they can make **better decisions**, have **greater revenue certainty** and, of course, improve the **quality of life** of rural and remote residents."

— Mayor Paul McVeigh,
Western Downs Regional Council

Structure

- ▶ A formal partnership between the Queensland Government and the LGAQ that establishes standards and commitments that empower bush councils to confidently meet the needs of their rural and remote communities.
- ▶ Transparent policy making, regulation and program delivery by government that focusses on creating jobs and delivering infrastructure and essential services in rural and remote communities.
- ▶ Embedded government decision-making mechanisms that never fail to consult and realistically reflect the unique circumstances, opportunities and challenges of rural and remote communities.
- ▶ An on-going commitment that all government programs and services are correctly targeted as well as properly managed and monitored.

Key outcomes

- **Greater awareness across government of the impact of funding, policy and legislative decisions on bush councils.**
- **Greater funding certainty over the forward estimates to enable bush councils to confidently plan and deliver infrastructure and services.**
- **Greater policy and regulatory flexibility that takes into account local circumstances and does not hinder the growth and prosperity of rural and remote communities.**
- **Better program and project management to enable bush councils and the Queensland Government to effectively deliver essential infrastructure and services as well as track outcomes.**
- **A new standard of collaboration between the Queensland Government, the LGAQ and bush councils that maximises the value of investments made by all levels of government.**
- **A robust, respectful and enduring partnership between the Queensland Government, the LGAQ and bush councils that is underpinned by common objectives and always strives to achieve the full potential of Queensland's rural and remote communities.**

Common objectives

This Compact will ensure the Queensland Government, the LGAQ and bush councils share the same objectives in meeting the needs of rural and remote communities:

- ▶ **Essential services security** so water, wastewater, waste management and other public services provided to rural and remote communities are safe, reliable and meet local needs.
- ▶ **Improved well-being** to support community health and liveability and attract and retain local populations.
- ▶ **Jobs growth and economic diversification** to better manage the highly cyclical nature of rural and remote economies and enable communities to reach their economic potential.
- ▶ **Improved access** through safer and more efficient road and transport systems for rural and remote communities and industry.
- ▶ **Sustainable natural resource management** that enhances the value of our natural resources and improves environmental and economic outcomes.
- ▶ **Resilient rural and remote communities** that can adapt to climate challenges and, with preventative planning and more effective responses, are better protected from natural and other disasters

"It just makes sense to put bush councils and their communities at the centre of decisions that impact their lives."

*- Mayor Tony Rayner,
Longreach Regional Council*



ROLES OF THE PARTIES

Photo credit:
Tourism and Events Queensland

Queensland Government

- ▶ Establish an intergovernmental taskforce led by Department of Premier and Cabinet to develop an agreement (the "Bush Councils Compact") between the State Government and the LGAQ that provides an ongoing commitment ensuring bush councils can always meet the needs of their rural and remote communities.
- ▶ Commence implementation of the Bush Councils Compact within the first 100 days of the new government.
- ▶ Create whole-of-government arrangements that streamline the implementation of solutions to challenges and opportunities identified by local government in rural and remote communities.
- ▶ Facilitate greater awareness across government of the impact of funding, policy and legislative decisions on bush councils by publishing an annual report on the State of Our Bush Communities, including an independent assessment of government program and service delivery to these communities. Additional initiatives to include a Regulatory Impact Statement on all proposed legislation likely to affect rural and remote communities and a co-ordinating comment on all Cabinet submissions.
- ▶ Introduce a "Bush Champions" scheme for departmental directors-general and incorporate performance clauses into their contracts related to achieving key milestones under this Compact as well as government program and service delivery to rural and remote communities.
- ▶ Respect the authority of the LGAQ in speaking on behalf of local government in relation to policy, program and regulatory strategies and priorities.

"One-size-fits-all government policies can often prove frustrating for bush councils by overlooking the unique circumstances that exist in rural and remote communities."

- Cr Robyn Fuhrmeister,
Balonne Shire Council

"My council has 86 individual ratepayers yet manages an area larger than Tasmania."

- Mayor Robbie Dare,
Diamantina Shire Council

LGAQ

- ▶ Provide policy leadership, coordination and advice on behalf of local government, including advice on the financial and non-financial priorities of bush councils and the potential impact of Queensland Government decisions on their communities.
- ▶ Promote and facilitate bush council use of streamlined arrangements for finding and implementing solutions to problems and opportunities identified by bush councils.
- ▶ Support and facilitate a systematic approach by bush councils to acknowledging and publicising Queensland Government funding contributions to projects.
- ▶ Support enhanced governance and asset management to improve the financial sustainability for bush councils.
- ▶ Respect the responsibility of the Queensland Government to set and deliver on strategic priorities and objectives for rural and remote communities throughout the State.

"Regional communities are often hamstrung by policies and regulations formulated in Brisbane to appease the social conscience of those who live 1000s of kilometres from where the extra compliance actually impacts - undermining our future."

- Mayor Stuart Mackenzie,
Quilpie Shire Council

On behalf of our 45 bush councils:

Balonne Shire Council
 Banana Shire Council
 Barcaldine Regional Council
 Barcoo Shire Council
 Blackall–Tambo Regional Council
 Boulia Shire Council
 Bulloo Shire Council
 Burdekin Shire Council
 Burke Shire Council
 Carpentaria Shire Council
 Cassowary Coast Regional Council
 Central Highlands Regional Council
 Charters Towers Regional Council
 Cloncurry Shire Council
 Cook Shire Council

Croydon Shire Council
 Diamantina Shire Council
 Douglas Shire Council
 Etheridge Shire Council
 Flinders Shire Council
 Gladstone Regional Council
 Goondiwindi Regional Council
 Gympie Regional Council
 Hinchinbrook Shire Council
 Isaac Regional Council
 Livingstone Shire Council
 Lockyer Valley Regional Council
 Longreach Regional Council
 Maranoa Regional Council
 Mareeba Shire Council

McKinlay Shire Council
 Mount Isa City Council
 Murweh Shire Council
 North Burnett Regional Council
 Paroo Shire Council
 Quilpie Shire Council
 Richmond Shire Council
 Scenic Rim Regional Council
 Somerset Regional Council
 South Burnett Regional Council
 Southern Downs Regional Council
 Tablelands Regional Council
 Western Downs Regional Council
 Whitsunday Regional Council
 Winton Shire Council







Local Government Association of Queensland (LGAQ)

Greg Hallam AM
 Chief Executive Officer
greg_hallam@lgaq.asn.au

Sarah Vogler
 Media Executive
sarah_vogler@lgaq.asn.au

Members Hotline
 Ph: 1300 542 700
 Em: ask@lgaq.asn.au
 Wb: lgaq.asn.au

Local Government House
 25 Evelyn St, Newstead QLD 4006

 **Twitter** @LGAQ
 **Instagram** #localgovqld
 **Facebook** @LocalGovernmentAssociationofQueensland
 **LinkedIn** <https://www.linkedin.com/local-government-association-of-queensland/>



Recommendation / Report

From: Neil Polglase – Chief Executive Officer
Ordinary Meeting – 12th November, 2020

Subject

Request or Assistance – Charleville Swimming Club

PROPOSED RESOLUTION:

That Council provides assistance by way of a donation of \$900.00 to the Charleville Swimming Club for purchase of medals for their annual swimming carnival to held on 23rd November. 2020.

BACKGROUND:

Purpose

Letter received from Ms Angela Stirton, Secretary, Charleville Swimming Club seeking assistance from Council by way of a donation to assist in the purchase of medals for their annual swimming carnival to be held on 23rd November, 2020.

Purchase of the medals is in the vicinity of around \$900.00 and in past years Council has donated the full cost of these medals. Further, the Swimming Club seeks the Mayor's assistance in presenting these medals to the various participants.

Financial Risks

Request sought as per previous years.

Environment Risks

N/A

Social Risks

Positive public image for Council supporting community events

Recommendation

That Council provides assistance by way of a donation of \$900.00 to the Charleville Swimming Club for purchase of medals for their annual swimming carnival to held on 23rd November, 2020.

Neil Polglase
Chief Executive Officer

Murweh Shire Council
PO Box 65
Charleville QLD 4470

14th October 2020

Dear Neil,

I would firstly like to thank Murweh Shire Council for its continued support of the Charleville Swimming Club over the years with financial donations and pool hire. Without your continued support we would not be able to run such successful swimming carnivals for our young people in Charleville and surrounding districts. I am once again writing to ask for your generous support.

The Charleville Swimming Club will be hosting its annual swimming carnival on Saturday 23rd November 2020 at the town pool. This annual event sees competitive swimmers from across the districts travelling to Charleville. We award trophies for age champions, male and female, for children aged 8 years and over. We also offer cash prizes for the well-known and popular 'Dash-for-Cash' events.

Today I am writing to ask if the council would consider offering \$900 to support the cost of trophies and prizes again this year. Your support would benefit our club carnival immensely.

I look forward to hearing from you very soon.

Yours sincerely,

Angela Stirton

Secretary,
Charleville Swimming Club
PO Box 214
Charleville QLD 4470
charlevilleswimminginc@outlook.com
(m) 0409 053 653



Recommendation / Report

From: John Nicholson – Acting Director of Corporate Services
Ordinary Meeting – 12 November 2020

Subject

Bad Debt Write-off

PROPOSED RESOLUTION:

“That Council write-off invoice 15645 for the total value of \$949.98 as the account is deemed a Bad Debt”.

BACKGROUND:

Purpose

A cleaning fee was charged after hire of the Charleville Town Hall, however the hirer then communicated through her solicitor stating that a time was not stated when clean up should occur and that they were intending to clean up on the Monday after hiring the hall on the Saturday.

The bond at the town hall has been increased to mitigate against further risk.

Financial Risks

Loss of funds - \$949.98. However to pursue the matter would cost Council more than the funds recovered.

Environment Risks Nil.

Social Risks Caution that this does not set a precedent.

Recommendation

“That Council write-off invoice 15645 for the total value of \$949.98 as the account is deemed a Bad Debt”.



MURWEH SHIRE COUNCIL

Memo

To: Ken Timms
From: Jean Williams – Debtors Clerk
Date: 24 June 2020
Re: Outstanding account

Raylynne Russell hired the Town Hall and left the Town Hall in a mess. Richard Cook cleaned the Hall on the Sunday.

Raylynne has communicated with us via her solicitor and her solicitor has advised the hire form did not state what time the hall had to be cleaned by and Raylynne would not be paying the amount outstanding.

After extensive follow up of this outstanding account we have still been unable to recover the debt and believe it's uneconomical to take this further.

Bond has now been increased to \$500.00 to minimize our exposure.

Recommendation:

Write off the amount of \$949.98.

Kind regards

Jean Williams

Jean Williams

*Canva Meeting
29/6/20.*



Address all communications to the chief executive officer.

Mail to: PO Box 63 Charleville Q 4470

E: mail@murweh.qld.gov.au

P: (07) 4656 8355 | F: (07) 4656 8399

www.murweh.qld.gov.au

05 May 2020

KT/jw

Raylynne Russell
5 Casuarina Street
SLADE POINT QLD 4740

Dear Ms Russell

OVERDUE CHARGES – Invoice 15645

Council records reveal the sum of \$949.98 remains outstanding.

In accordance with our debt recovery policy, Council requires full payment of all charges.

Murweh Shire Council also accepts payment of charges by way of instalment, provided all arrears are paid within twelve (12) months from date of application. Written application to Council for this method of settling your outstanding debt must be received by this office no later than 31 May 2020 for consideration.

If full payment of the above debt or your application for payment by instalment is not received by this office on or before 31 May 2020, legal action may be instigated by Council for recovery of this debt which may result in you incurring additional costs.

Yours faithfully

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

Ken Timms
Director of Corporate Services



Address all communications to the chief executive officer.

Mail to: PO Box 63 Charleville Q 4470

E: mail@murweh.qld.gov.au

P: (07) 4656 8355 | F: (07) 4656 8399

www.murweh.qld.gov.au

RAYLYNNE RUSSELL
5 CASUARINA STREET
SLADE POINT QLD 4740

Postal Address:
MURWEH SHIRE COUNCIL
PO BOX 63
CHARLEVILLE QLD 4470

ABN 98117909303

TAX INVOICE REPRINT

DATE	INVOICE NUMBER
28-01-2020	15645

DETAILS	DEBIT	CREDIT	BALANCE
Cleaning Fee - Town Hall Town Hall hired 25.01.2020			
* Town Hall cleaned 27.01.2020	1,149.98		1,149.98
less bond	-200.00		949.98
DUE DATE			BALANCE DUE
28-02-2020			\$949.98

* indicates Taxable Supply
This invoice includes \$104.54 GST

Direct Deposit Details - BSB 084-500 - A/C 508592772
Please Use Invoice Number as Reference Number

If receipt required mark X in this square.

REMITTANCE ADVICE

Please return with payment
Please advise if these details are incorrect.

RAYLYNNE RUSSELL
5 CASUARINA STREET
SLADE POINT QLD 4740

Postal Address: MURWEH SHIRE COUNCIL
PO BOX 63
CHARLEVILLE QLD 4470

ABN 98117909303

ACCOUNT REFERENCE	RUSSRAY	15645	DATE	28-01-2020	BALANCE DUE	949.98
-------------------	---------	-------	------	------------	-------------	--------



Address all communications to the chief executive officer.

Mail to: PO Box 63 Charleville Q 4470

E: mail@murweh.qld.gov.au

P: (07) 4656 8355 | F: (07) 4656 8399

www.murweh.qld.gov.au

07 February 2020

Samantha Byles
Aboriginal & Torres Strait Islander
Legal Service (Qld) Ltd
Po Box 145
Charleville QLD 4470

Dear Ms Byles

In response to your letter dated 29 January 2020, regarding Ms Raylynn Russell hiring of the Charleville Town Hall and cleaning charges.

Please find attached the Charleville Town Hall hiring agreement and conditions which Ms Russell has signed.

Also attached is a copy of Council's invoice which is outstanding.

Yours sincerely

Ken Timms
Director of Corporate Services



Aboriginal & Torres Strait Islander Legal Service (Qld) Ltd

www.atsils.org.au

Our Ref: SB:

29 January 2020

Chief Executive Officer
Murweh Shire Council
PO Box 63
CHARLEVILLE QLD 4470

Via Facsimile only: (07) 4656 8399

Dear Sir,

Re: Raylynn Russell – hire of Town Hall

We have been approached by Ms Raylynn Russell for assistance.

We are instructed that our client hired the town hall for a private function on the evening of Saturday 25 January 2020. We are instructed that, due to the day following the function being a Sunday and, further, due to Monday being the Australia Day public holiday, our client was advised to return the keys to the Council Chambers office Tuesday (yesterday) morning which was the next business day after the function.

Our client attended the town hall on Monday afternoon for the purpose of cleaning the facility and found that the hall had already been cleaned. When our client attended at the Council Chambers office Tuesday morning, she was told that the hall had been cleaned and that the invoice for the cleaning would be sent to our client for payment. One of our client's relatives told our client that she saw cars at the town hall on Monday morning but did not think anything of that. Our client now believes that these people were cleaning the town hall.

Our client has requested that we write to you regarding the cleaning invoice. Our client instructs that she will not pay such an invoice and also demands a refund of her \$200 bond.

Our client was at all relevant times prepared to clean the hall and, not unreasonably, understood that she had until Tuesday morning (when she had to return the keys) to attend to this. Certainly, nothing in the information provided by Council: either verbally or in writing contradicted this.

We understand that the Council officer our client spoke with on Tuesday morning explained that Council had cleaned the hall as there was a function at the hall on Tuesday. Leaving aside the fact that our client could see no evidence of a function at the hall on Tuesday when our client passed by the hall, this was not explained to our client and, in any event, with our client arranging to clean the hall on Monday afternoon this would not have been an issue.

RECEIVED
27 JAN 2020

RECEIVED
29 JAN 2020

BY:

DataWorks
Document No 102473

CHARLEVILLE OFFICE
51 Wills Street, Charleville Qld 4470
PO Box 145, Charleville QLD 4470
T: 07 4654 1721 | F: 07 4654 3182
Freecall: 1800 012 255
ABN 1111 6314 562

If Council was worried about the hall being cleaned, then rather than contacting cleaners Council should have contacted our client.

In addition to all of this, we are instructed that our client was at hospital with her son on 26 January 2020 for many hours and we *enclose* a copy of a medical certificate that confirms that our client's son was admitted and observed at Charleville Hospital on 26 January 2020.

It is our client's view that Council have acted inappropriately in this matter and should not have arranged for the hall to be cleaned. If there was some particular urgency that required the hall to be cleaned on Monday morning rather than Monday afternoon, then our client should have been made aware of that.

Should you require any further information or have any queries in the meantime, please do not hesitate to contact the writer on (07) 4654 1721.

Yours faithfully,



Samantha Byles
Solicitor

	<h1>Recommendation / Report</h1>
<p>From: Neil Polglase – Chief Executive Officer Ordinary Meeting – 12th November 2020</p>	

Subject

Charleville Kindergarten – Lease of Premises

PROPOSED RESOLUTION:

Purchase of Lot 8 on Survey Plan 114866 from Kindergarten Association

- (a) that Council negotiate and enter into a Contract of Sale with Charleville Kindergarten Association Inc (“the Association”) for the purchase by Council of Lot 8 on Survey Plan 114866 (“the Land”) for the sum of \$1.00 (“Contract of Sale”);
- (b) that Council delegate to the Chief Executive Officer authority to negotiate and finalise the terms of the Contract of Sale with the Association, and to sign the finalised Contract of Sale on behalf of Council;

Lease back of Lot 8 to Kindergarten Association

- (c) that Council upon obtaining freehold title to the Land, to negotiate and enter into a Lease with the Association for the Land for a period of 30 years including options, and for a rental of \$1.00 (“the Lease”);
- (d) pursuant to section 236(2) of the Local Government Regulation 2012 (“LGR”), to apply section 236(1)(b)(ii) of the LGR to the disposal of a valuable non-current asset other than by tender or auction, being the grant of a lease of the Land to the Association (which Council reasonably believes is a community organisation as that term is defined in the LGR); and
- (e) to delegate to the Chief Executive Officer authority to negotiate and finalise the terms of the Lease with the Lessee, and to sign the finalised Lease document on behalf of Council.

BACKGROUND:

Purpose

Following negotiations with Ms Amanda Barton, Charleville Kindergarten Association Inc the Association is seeking Council assistance to consider obtaining freehold title of the land and to lease back this land to the service provider to carry out operations of the Association.

The Association is presently seeking interest from an outside service provider to take over the operation of the centre however the

Association is keen to secure the asset to ensure its future use as a facility for the children in the Shire.

Financial Risks	Infrastructure asset lease requiring depreciation of the asset as per LG financial standards over time however monies will be held in Trust to enable cyclic maintenance, renewals and improvements to be undertaken.
Environmental Risk	Not Applicable
Social Risk	Community concern for loss of asset over time if asset transferred directly to an outside service provider.
Recommendation	<p><u>Purchase of Lot 8 on Survey Plan 114866 from Kindergarten Association</u></p> <p>(a) that Council negotiate and enter into a Contract of Sale with Charleville Kindergarten Association Inc (“the Association”) for the purchase by Council of Lot 8 on Survey Plan 114866 (“the Land”) for the sum of \$1.00 (“Contract of Sale”);</p> <p>(b) that Council delegate to the Chief Executive Officer authority to negotiate and finalise the terms of the Contract of Sale with the Association, and to sign the finalised Contract of Sale on behalf of Council;</p> <p><u>Lease back of Lot 8 to Kindergarten Association</u></p> <p>(c) that Council upon obtaining freehold title to the Land, to negotiate and enter into a Lease with the Association for the Land for a period of 30 years including options, and for a rental of \$1.00 (“the Lease”);</p> <p>(d) pursuant to section 236(2) of the Local Government Regulation 2012 (“LGR”), to apply section 236(1)(b)(ii) of the LGR to the disposal of a valuable non-current asset other than by tender or auction, being the grant of a lease of the Land to the Association (which Council reasonably believes is a community organisation as that term is defined in the LGR); and</p> <p>(e) to delegate to the Chief Executive Officer authority to negotiate and finalise the terms of the Lease with the Lessee, and to sign the finalised Lease document on behalf of Council.</p>

Neil Polglase
Chief Executive Officer

From: Julian Bodenmann <jbodenmann@prestonlaw.com.au>
Sent: Friday, 6 November 2020 11:17 AM
To: Neil Polglase <Neil_Polglase@murweh.qld.gov.au>; John Nicholson <John_Nicholson@murweh.qld.gov.au>
Subject: Charleville Kindergarten [PL20201515]

Hi Neil and John,

I refer to the Council workshop yesterday.

Lease

I **attach** the amended Lease.

The amendments are:

- To confirm the Rental is a \$1 peppercorn;
- To confirm the Term is 10 years, plus 2 options to renew for a further 10 years each (which is exercisable at the Association's discretion);
- Removal of the Security Deposit, given the quantum of Rent;
- Amendment to Clause 7.1(b) to confirm all repairs, including fair wear and tear and capital repairs, are the Association's responsibility;
- Amendment to Clause 9.1(c) to confirm that the Association must take out insurances of the buildings.

Some further comments:

- Does Council want to obtain a personal guarantee from Amanda? The risk here is that the Association is unlikely to have any meaningful assets. If the Association, say, fails to insure a building and it is damaged, then while Council has powers under the lease to recover costs associated with that, ultimately those powers are only as good as the Association's solvency.
- As discussed yesterday, I recommend Council obtains a report about the condition of all buildings to be sure it is not assuming any concerning liabilities.

Please let me know if the Lease requires further amendment, otherwise I will provide it to Amanda for comment.

Association Monies

I have also given some thought to the proposed transfer of the \$300,000.

While I can prepare a Deed to deal with that, a further option that occurs to me is that the Association can itself enter into a Deed with C&K when it does the deal to transfer its interest in this lease, to secure the expenditure of the \$300,000 consistently with the Association's preferences. Has that option been canvassed, and if not, would you like me to propose it?

Again, my inclination continues to be that the onus should be on the Association to do the work associated with "locking up" their funds in the way they consider appropriate, rather than push that on to Council.

Council Resolution

As you are aware, the grant of the lease ordinarily requires tenders, but an exception applies where the lessee is a community organisation. I **attach** my advice on the Aus Activate matter, which applies similarly here.

If Council wished to adopt a resolution at its next meeting in relation to the purchase of the land and lease back to the Association, then I suggest the resolution reads as follows.

COUNCIL RESOLVES:

Purchase of Lot 8 on Survey Plan 114866 from Kindergarten Association

- a. to negotiate and enter into a Contract of Sale with Charleville Kindergarten Association Inc (“**the Association**”) for the purchase by Council of Lot 8 on Survey Plan 114866 (“**the Land**”) for the sum of \$1.00 (“**Contract of Sale**”);
- b. to delegate to the Chief Executive Officer authority to negotiate and finalise the terms of the Contract of Sale with the Association, and to sign the finalised Contract of Sale on behalf of Council;

Lease back of Lot 8 to Kindergarten Association

- c. upon obtaining freehold title to the Land, to negotiate and enter into a Lease with the Association of the Land for a period of 30 years including options, and for a rental of \$1.00 (“**the Lease**”);
- d. pursuant to section 236(2) of the *Local Government Regulation 2012* (“**LGR**”), to apply section 236(1)(b)(ii) of the LGR to the disposal of a valuable non-current asset other than by tender or auction, being the grant of a lease of the Land to the Association (which Council reasonably believes is a community organisation as that term is defined in the LGR); and
- e. to delegate to the Chief Executive Officer authority to negotiate and finalise the terms of the Lease with the Lessee, and to sign the finalised Lease document on behalf of Council.

Happy to discuss any aspect.

Regards

Julian Bodenmann

Senior Associate | **Preston Law**

P: +61 7 4052 0717 F: +61 7 4052 0777

E: jbodenmann@prestonlaw.com.au

Level 1, 15 Spence Street, Cairns QLD 4870 | Level 3, 240 Queen Street, Brisbane QLD 4000



Find Us: [Facebook](#) | [LinkedIn](#) | [Google](#)

If you receive this email by mistake, please notify us and do not make any use of the email. We do not waive any privilege, confidentiality or copyright associated with it. Please think before you print this email.

CAUTION on money transfers: The Queensland Law Society has reported that scammers have successfully intercepted emails with law firm bank account details so that they can substitute their own account number. As a result **DO NOT** deposit money to an account nominated by us without verifying the account number by phone. We will not use bank account details supplied by you without verification by phone.

Liability Limited by a scheme approved under Professional Standards Legislation.

Preston Law is a Local Buy pre-approved supplier and platinum partners of LGMA Queensland.



Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain the publicly searchable records. For more information see the Department's website.

1. Lessor	Lodger (Name, address, E-mail & phone number)	Lodger Code
MURWEH SHIRE COUNCIL	Preston Law P.O. Box 707N 15 Spence Street, Cairns QLD 4870 Email: info@prestonlaw.com.au Ph: 07 4052 0700 Ref: JB:20201515	789

2. Lot on Plan Description	Title Reference
LOT 8 ON SP 114866	50357118

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		CHARLEVILLE KINDERGARTEN ASSOCIATION INC	

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
THE WHOLE OF THE LAND

6. Term of lease	7. Rent/Consideration
Commencement date/event: / /2020 Expiry date: / /2030 and/or Event: Options: 2 x 10 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	SEE ATTACHED SCHEDULE

8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature
.....full name
.....qualification / /
Witnessing Officer Execution Date Chief Executive Officer
Lessor's Signature

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

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

.....signature
.....full name
.....qualification / /
Witnessing Officer Execution Date Lessee's Signature

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

.....signature
.....full name
.....qualification / /
Witnessing Officer Execution Date Lessee's Signature

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

SCHEDULE

Title Reference 50357118

1. REFERENCE SCHEDULE

Name and Address of Lessor:	<p>Murweh Shire Council</p> <p><u>Postal Address</u> 95 – 101 Alfred Street CHARLEVILLE QLD 4470</p> <p><u>Address for Hand Delivery</u> 95 – 101 Alfred Street CHARLEVILLE QLD 4470</p> <p><u>Email Address</u> ceo@murweh.qld.gov.au</p>
Name and Address of Lessee:	<p>Charleville Kindergarten Association Inc</p> <p><u>Postal Address</u> [TBC]</p> <p><u>Address for Hand Delivery</u> [TBC]</p> <p><u>Email Address</u> [TBC]</p>
Address of Premises:	134 King Street, Charleville Qld 4470, more particularly described as Lot 8 on SP 114866
Term:	10 years
Options to Renew:	2 x 10 years
Rent - First Year of Term:	\$1.00
Insurances to be taken out by Lessee:	Public risk insurance - \$20,000,000.00 per claim Lessee's property and fittings at Premises
Permitted Use:	The operation of a kindergarten, and no other purposes whatsoever.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Lease, the following terms have the following meanings unless the context otherwise requires:

Appurtenances means all mechanical ventilation, stop-cocks, alarm systems, fire prevention and extinguishing equipment, lavatories, grease traps, water apparatus, gas fittings, electrical fittings and apparatus and other services at the Buildings or the Premises, as the context requires.

Authority means any federal, state or local government authority or body.

Buildings means all improvements from time to time existing on the Land and improvements developed in conjunction with the Land and where appropriate, includes the Land.

Commencement Date means the date of commencement of this Lease as specified in Item 6.

Title Reference 50357118

Contaminated Land has the meaning given in the EP Act.

CPI means the All Groups Consumer Price Index for Brisbane, Queensland, published by the Australian Bureau of Statistics. If that index no longer exists it means the index officially substituted for it.

CPI Rate means the increase in the CPI measured from the CPI for the quarter ending immediately before the last date on which the Rent was reviewed (or the Commencement Date if there has been no intervening Rent review) to the CPI for the quarter ending immediately before the relevant review date, expressed as a percentage.

Creditable Acquisition, GST, GST Exclusive Market Value, Input Tax Credit, Supply and Tax Invoice each has the meaning attributed to each of those terms in the GST Law.

Default Rate means the rate of 10% per annum.

EP Act means the *Environmental Protection Act 1994* (Qld).

Expiry Date means the date of expiry of this Lease as specified in Item 6, and, where applicable, includes the last day of any further term if this Lease contains an Option to Renew, and the Option to Renew is exercised.

Force Majeure means delay or inability to perform caused by war, whether declared or not, insurrections, strikes, lockouts or other industrial disturbance, inability to obtain materials, unavailability of equipment, fire, cyclone, flood, storm or other severe action of the elements, accidents, government or statutory restrictions or from other causes whether like or unlike the foregoing which are unavoidable or beyond the reasonable control of either party but shall not include, for the avoidance of doubt, a lack of funds or the unserviceability of plant and equipment (for any reason).

GST Date means the date which this Lease becomes subject to GST under the GST Law.

GST Law means that term as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Item means the relevant item number of the Form 7 of which this Schedule forms part.

Land means the land described in Item 2.

Law means any statute, regulation or ordinance made by an Authority and includes the applicable common law.

Lease means this Form 7 Lease and Form 20 Schedule and any schedules or annexures.

Lessee means the Lessee named in Item 3, and its successors in title and assigns.

Lessor means the Lessor named in Item 1 and its successors and assigns.

Lessor Assets means the Lessor's Fixtures and any improvements or alterations thereto and any other personal property (as that term is defined in the PPSA) provided by the Lessor to the Lessee under this Lease at any time.

Lessor's Fixtures includes all Appurtenances, equipment, fittings, fixtures and furnishings of whatever nature supplied from time to time at the Premises by the Lessor.

Month or Monthly means respectively calendar month or calendar monthly.

Title Reference 50357118

Option to Renew means an option, exercisable by the Lessee in accordance with this Lease, to renew this Lease for a further term, but only if an Option to Renew is specified in the Reference Schedule.

Outgoings means the total of all amounts paid by the Lessor or for the payment of which the Lessor may be or become liable or as otherwise provided in this clause in any one Outgoings Year in respect of the Land, the Premises, the Buildings or any part of them, or in respect of the provision of any Services to any of them during the Term including:

- (a) rates, taxes (excluding land tax), levies and charges imposed by any Authority and levies and charges imposed under or pursuant to strata, community title or similar legislation; and
- (b) taxes, levies, imposts, deductions, charges, assessments, outgoings, impositions, withholdings and duties imposed by any Authority including any tax imposed as a consequence of the Lessor having an estate or interest in the Premises, the Building or the Land but excluding:
 - (i) any GST or like tax imposed because this Lease is a taxable supply; and
 - (ii) any income tax or capital gains tax; and
- (c) insurance premiums and other charges (including stamp duties and the amount of any excess or deductible associated with a claim made by the Lessor) for public liability insurance, workers compensation insurance and insurance of the Buildings against fire with extended cover endorsement for vandalism, malicious mischief, earthquake, flood, water damage, boiler and pressure vessel explosion, fusion, and mechanical breakdown in broad cover form with repair and replacement terms and other risks determined by the Lessor in its absolute discretion including, but not limited to, consequential and economic loss; and
- (d) the cost of operating, supplying, maintaining, servicing, repairing and renovating of all Services from time to time provided by the Lessor;
- (e) all management and administration costs (including employment overheads, fees paid to agents, consultants and auditors whether internal or external) relating to managing, controlling and administering the Centre and the collection of rental and other moneys, whether performed within the Centre or not; and
- (f) supplying, maintaining, repairing and replacing Services and upgrading them to comply with requirements of Authorities and all laws; and
- (g) charges for the supply of Services except those which are separately metered to the Lessee; and
- (h) auditor's fees for audits of Outgoings; and
- (i) indoor and outdoor gardening and landscaping.

Payee means the party receiving the Payment.

Payer means the party making the Payment.

Payment means:

- (a) the amount of monetary consideration (exclusive of GST); or

Title Reference 50357118

- (b) the GST Exclusive Market Value of any non-monetary consideration; or
- (c) any amount required to be paid by the Payer to the Payee for a Supply under this Lease.

Permitted Use means the permitted use described in the Reference Schedule.

PPSA means the *Personal Property Securities Act 2009* (Cth) and its regulations as amended and in force from time to time.

Premises means the part of the Land described in Item 5, and includes any of the Lessor's Fixtures.

Reference Schedule means the schedule in clause 1 of this Lease.

Register means the Personal Property Securities Register.

Rent means the annual sum specified in the Reference Schedule and where the context requires, any instalment/s of Rent.

Services means all services of any nature from time to time provided to the Premises and/or the Buildings and/or the Land or available for use, and includes any electronic medium, electricity, lighting, gas, fire services, airconditioning and the fittings and equipment utilised for such services.

Supply has the meaning provided for that word in the GST Law.

Term means the term of this Lease, being the period from and including the Commencement Date to and including the Expiry Date.

2.2 Interpretation

- (a) Words importing the singular number include the plural and vice versa.
- (b) Reference to a person includes any corporation and vice versa.
- (c) The respective obligations of each party under this Lease are separate and independent, and continue throughout the Term and any period of renewal and holding over (unless the context provides otherwise).
- (d) If any term of this Lease becomes unenforceable, that term will not affect the validity of the remaining terms of this Lease.
- (e) Reference to a Law includes all Laws amending or replacing a Law.
- (f) Reference to an Authority or body that have ceased to exist or been reconstituted, will constitute a reference to the Authority or body established in lieu of the initial Authority or body.
- (g) Where two or more persons are Lessees, the obligations of the Lessee (as the case may be) under this Lease bind them jointly and each of them severally.
- (h) Headings and sub-headings have been included for ease of reference only and have no bearing on the construction of this Lease.

Title Reference 50357118

3. GRANT OF LEASE

The Lessor grants and the Lessee accepts a lease of the Premises on the terms and conditions set out in this Lease.

4. RENT AND OTHER CHARGES

4.1 Payment of Rent

The Lessee must pay the Rent to the Lessor on demand.

4.2 Payment of other charges

- (a) The Lessee must pay by the due date all assessments for Outgoings and utilities and for any Services provided to or used on the Premises.
- (b) The Lessee is responsible for establishing accounts in its own name wherever possible.
- (c) Where accounts are not separately established in the Lessee's name and are received by the Lessor for an area larger than the Premises, the Lessee shall be required to reimburse the Lessor for a proportion of those costs which the Lessor considers to be reasonable, within fourteen (14) days of receipt of a tax invoice from the Lessor.

4.3 Costs of Lease

The Lessee must pay upon demand the following expenses:

- (a) survey fees and registration fees associated with the registration of this Lease;
- (b) the Lessor's solicitors' costs (on a solicitor and own client basis) of and incidental to the preparation, negotiation, execution and registration of this Lease and any new lease, variation to or extension of lease.

4.4 Costs of notices, re-entry and consents

The Lessee must, upon demand by the Lessor, pay all costs (on a solicitor and own client basis) and expenses incurred by the Lessor in relation to:

- (a) any notice lawfully given to the Lessee pursuant to this Lease and any actions taken to enforce the performance of the Lessee's obligations under this Lease;
- (b) the lawful determination or attempted determination of this Lease, or the lawful re-entry or attempted re-entry by the Lessor into the Premises;
- (c) the surrender of this Lease (including any duty and registration fees);
- (d) the consideration of any consents by the Lessor; and
- (e) the Lessor, without fault, being made a party to litigation commenced by or against the Lessee (other than litigation between the parties), and arising directly or indirectly from the Lessee's occupation of the Premises.

Title Reference 50357118

4.5 Goods and Services Tax

- (a) Subject to sub-clause (b), any Payment required to be made under this Lease after the GST Date will be increased by any GST payable by the Payee for that Supply. The Payee will deliver a Tax Invoice for the Payment to the Payer at or before the Payment becoming due.
- (b) Where a Payment is a repayment of, or contribution to, a Creditable Acquisition made by the Payee, the Payment will (prior to the increase provided for under sub-clause (a)) be discounted by the amount of the Input Tax Credit to which Payee is entitled for that Creditable Acquisition under the GST Law.

4.6 No Set Off

The Lessee must make payments under this Lease to the Lessor by the method which the Lessor reasonably requires without set-off, counterclaim, withholding or deduction.

5. OCCUPATION OF PREMISES

5.1 Use and conduct

- (a) The Lessee must not use the Premises for any use other than the Permitted Use.
- (b) The Lessor does not warrant that the Premises are, or will remain, suitable for the Lessee's use and any warranties as to the suitability of the Premises implied by Law are negated.
- (c) The Lessee must:
 - i) conduct the Permitted Use at the Premises in an orderly manner;
 - ii) comply with all Laws, and obtain and maintain all licences and approvals required at Law to carry on the Lessee's business from the Premises;
 - iii) promptly notify the Lessor in writing of any damage sustained to the Premises or defective operation of the Appurtenances;
 - iv) lock all exterior doors and windows in the Buildings when the Premises are not in use;
 - v) keep the Premises free of rodents, vermin and any infectious diseases.
- (b) The Lessee must in carrying on the Permitted Use from the Premises:
 - i) act honestly, competently and reasonably to maximise the benefit of this Lease to the Lessee and Lessor;
 - ii) demonstrate a high standard of workplace behaviour and personal conduct;
 - iii) treat visitors to the Premises and the lessor's employees and/or agents with respect and courtesy;
 - iv) comply with any lawful and reasonable direction given by the Lessor or an authorised representative of the Lessor;
 - v) act respectfully and promptly when dealing with requests or enquiries from the Lessor.

Title Reference 50357118

- (b) The Lessee must not:
- i) without the Lessor's prior written consent, mark or damage the Premises, or erect any partitions, fittings or signs to the Premises;
 - ii) use any form of light, power or heat (other than an apparatus for heating beverages, auxiliary power during any power failure or, electricity or gas supplied through meters);
 - iii) interfere with the Services or Appurtenances, or use the Appurtenances for any purpose other than those for which they were constructed;
 - iv) carry on or permit to be carried on any offensive or illegal act, or any act which may void or invalidate any insurances effected by the Lessor in respect of the Buildings and Lessor's Fixtures or any other part of the Premises;
 - v) not do anything that is, or may be, dangerous, annoying or offensive to, or that may interfere with, other tenants or people in the adjacent lots or buildings;
 - vi) do anything to contaminate, pollute or increase the toxicity of the Land or its environment; or
 - vii) bring upon the Premises any explosive, flammable or corrosive fluid except that normally used by the Lessee in its business, and only if such fluids are safely confined in containers.
- (c) Subject to the Lessor's rights under this Lease, the Lessee may occupy the Premises during the Term without interruption by the Lessor.

5.2 Obligations under EP Act

- (a) The Lessor does not warrant that the Land is not Contaminated Land. The Lessee acknowledges and agrees that it has made the necessary inspections and enquiries to satisfy itself whether or not the Land is Contaminated Land.
- (b) The Lessee must not permit its employees, agents or others (with or without invitation) who may be at or around the Premises to cause the Land to become Contaminated Land. If it does become Contaminated Land, the Lessee must immediately take such remediation measures as reasonably required by the Lessor and the chief executive under the EP Act. If the Lessee fails to take such measures, the Lessor may take such remediation measures as the agent of the Lessee and at the expense of the Lessee, which will constitute a liquidated debt immediately due and owing by the Lessee to the Lessor and payable on demand made by the Lessor.
- (c) The Lessee must indemnify and keep indemnified the Lessor against any claim, damage, liability of expense which the Lessor may be, or becomes, liable (during or after the Term) because the Lessee fails to comply with sub-clause (b).

6. PERSONAL PROPERTY SECURITIES

- 6.1 Notwithstanding anything to the contrary express or implied in this Lease, the parties agree that the Lessor retains full title to the Lessor Assets and title will not at any time pass to the Lessee notwithstanding:
- (a) the delivery or collection of the Lessor Assets to/by the Lessee (as the case may be); and/or

Title Reference 50357118

- (b) the possession and use of the Lessor Assets by the Lessee.
- 6.2 The Lessee acknowledges that the Lessee has the right to possess the Lessor Assets as a mere bailee only and will deal with the Lessor Assets in such a manner which enables it to be clearly identified as Lessor Assets belonging to the Lessor and does not have any right to pledge the Lessor's credit in connection with the Lessor Assets and agrees not to do so.
- 6.3 The Lessee acknowledges and agrees that:
- (a) it will not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let, hire or otherwise part or attempt to part with personal possession of or otherwise deal with the Lessor Assets without the express written consent of the Lessor;
 - (b) it will, if requested by the Lessor, return the Lessor Assets to the Lessor following non-fulfilment of any obligation of the Lessee (including payment of moneys) without limiting any other right the Lessor may have;
 - (c) it will deliver up the Lessor Assets at the end of the Term and give the Lessor or its agents or authorised representatives the right to enter any premises occupied by the Lessee and any premises where the Lessor believes any Lessor Assets may be stored (without liability for trespass or any resulting damage) and to use the name of the Lessee and to act on its behalf, if necessary, to recover possession of the Lessor Assets and agrees to indemnify the Lessor and its agents and/or authorised representatives from any damage, injury and/or loss arising from such recovery or attempted recovery of the Lessor Assets from the Lessee's possession or control;
 - (d) it holds the proceeds, book debts and accounts receivable arising from selling or hiring of the Lessor Assets on trust for and as agent for the Lessor immediately when they are receivable or are received; and
 - (e) the Lessor may recover as a debt due and immediately payable by the Lessee all amounts owing by the Lessee to the Lessor in any respect even though title to the Lessor Assets has not passed to the Lessee.
- 6.4 The Lessee acknowledges and agrees that notwithstanding any other provision of this Lease:
- (a) the PPSA applies to any provision of the Lessor Assets by the Lessor to the Lessee;
 - (b) the Lessor Assets are commercial property;
 - (c) by agreeing to and/or accepting or adopting this Lease the Lessee grants a purchase money security interest to the Lessor in the Lessor Assets to secure the Lessor's interest in the Lessor Assets and all moneys owing or payable by the Lessee under this Lease and any other moneys payable by the Lessee to the Lessor from time to time on any account whatsoever;
 - (d) if a purchase money security interest is not able to be claimed on the Lessor Assets by the Lessor for any reason, the Lessor will have a security interest in the Lessor Assets;
 - (e) the Lessee agrees that the Lessor's security interest in the Lessor Assets covered by this Lease may be registered on the Register and the Lessee agrees to do all things necessary and required by the Lessor to effect registration of the Lessor's security interest on the Register in order to give the Lessor's security interest the best priority possible and anything else the Lessor requests the Lessee to do in connection with the PPSA without delay;

SCHEDULE

Title Reference 50357118

- (f) the Lessee warrants that all information provided by the Lessee to the Lessor, including but not limited to the Lessee's details, including the entity, name, ACN or ABN and address set out in this Lease is correct in all respects and must not change its name, address or other details set out in this Lease without providing the Lessor with at least 20 business days prior written notice;
- (g) the Lessee unconditionally and irrevocably appoints the Lessor as its attorney to do any of the acts and matters set out in this clause headed 'Personal Property Securities' in the event that the Lessee fails, delays or declines to execute such documents or do such acts;
- (h) the Lessee agrees that it will not grant a security interest or other encumbrance in the Lessor Assets whether under the PPSA or any other law to a third party unless it has obtained the prior written consent of the Lessor, which the Lessor may refuse to provide or grant in its absolute and unfettered discretion. The Lessor may request and the Lessee must provide any information that the Lessor requires, acting reasonably, in order to fully consider whether to grant its consent;
- (i) the Lessor's security interest in the Lessor Assets extends to any proceeds, in all present and after acquired property including without limitation book debts and accounts receivable arising from the Lessee dealing with the Lessor Assets;
- (j) it has received value as at the date of first delivery of the Lessor Assets and has not agreed to postpone the time for attachment of the security interest granted to Lessor under this Lease;
- (k) the Lessor Assets are located in Australia at the date of the provision of the Lessor Assets and the Lessee warrants that the Lessor Assets will remain located in Australia for the Term of the Lease;
- (l) neither the Lessor or the Lessee will disclose any information to any interested person unless required to do so under the PPSA;
- (m) the Lessee waives its right under the PPSA:
 - i) to receive a copy of any verification statement, financing change statement, or any notice that the Lessor intends to sell the Lessor Assets or to retain the Lessor Assets on enforcement of the security interest granted to the Lessor under this Lease or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;
 - ii) to object to a proposal by the Lessor to dispose of or purchase or retain the Lessor Assets in satisfaction of any obligation owed by the Lessee to Lessor;
 - iii) to receive a statement of account following the sale of the Lessor Assets; and
 - iv) to redeem the Lessor Assets;
- (n) the Lessee will not give (or allow any person to give) to the Lessor a written demand requiring the Lessor to register a financing change statement under the PPSA or enter into (or allow any other person to enter into) the Register a financing change statement under the PPSA; and
- (o) a default by the Lessee under any other security agreement of and under which a security interest has granted to any other party in respect of the Lessor Assets and/or any default under such security agreement which results in an exercise of rights under the PPSA is deemed to be a breach of this Lease.

Title Reference 50357118

6.5 The parties agree that the Lessor is not required to respond to a request made under Section 275 of the PPSA and that neither party will disclose information of the kind set out in Section 275(1) of the PPSA.

6.6 **Further Supplies**

The parties acknowledge and agree that any provision of any additional Lessor Assets made by the Lessor to the Lessee during the Term which is not specifically set out in this Lease is deemed to form part of this Lease and is subject to the terms of this Lease.

6.7 **Enforcement**

- (a) The enforcement provisions contained in this Lease are in addition to any rights available to the Lessor under the PPSA and apply to the maximum extent permitted by law.
- (b) Without limitation to clause 6.7(a) and any other provision of this Lease section 125, 129(2), 142 and 143 of the PPSA are contracted out of.

6.8 **Interpretation**

A term used in this clause is taken to have the meaning defined under the PPSA.

7. **MAINTENANCE AND REPAIR OF PREMISES**

7.1 **Obligation to clean, repair and maintain**

- (a) The Lessee must:
 - i) keep the Premises (including the external surfaces) clean and tidy;
 - ii) maintain the exterior parts of the Premises in good order and condition; and
 - iii) not allow any accumulation of useless property or rubbish at the Premises.
- (b) The Lessee must at its cost maintain the Premises and all Services in good condition as at the Commencement Date, including for all maintenance and repairs associated with:
 - i) fair wear and tear;
 - ii) damage caused by an event of Force Majeure;
 - iii) damage by a structural defect at the Premises, provided that damage is not caused or contributed to by the Lessor.

Comment [JB1]: These provisions require the Kindy Association to undertake capital repairs.

7.2 **No alterations without consent**

- (a) The Lessee must not make any alterations or improvements ("**Works**") to the Premises or Services without the Lessor's prior written consent, which (should it be forthcoming) will include the following conditions:
 - i) The Lessee must provide detailed plans of the Works to the Lessor who may, at the Lessee's cost, refer the plans to the Lessor's architect for its approval;

SCHEDULE

Title Reference 50357118

- ii) The Lessee must obtain all relevant Authority approvals to the Works before commencing the works. If required by the Lessor, the Lessee must construct the Works under the supervision of the Lessor's architect (with the cost of the supervision to be borne by the Lessee);
 - iii) The Works must be carried out in a proper and workmanlike manner, and at the cost of the Lessee, by contractors who have a current public liability insurance policy for at least \$20,000,000.00 and have previously been approved by the Lessor; and
 - iv) The Lessee must indemnify and keep indemnified the Lessor against all claims, expenses and losses incurred by the Lessor relating to the construction of the Works.
- (b) For avoidance of doubt, any Works installed by the Lessee shall remain part of the Premises upon termination of this Lease and the Lessor shall not be liable to pay any amount to the Lessee in compensation for the Works.

8. RESERVATIONS

8.1 Right of entry

The Lessor reserves the right to:

- (a) at all reasonable times enter and view the Premises. If the Lessor considers it necessary, the Lessor may leave a notice at the Premises requiring the Lessee, within a stated period, to carry out a repair or take the required action for the Lessee to comply with the terms of this Lease;
- (b) at all times effect any works to the Premises considered necessary by the Lessor for the safety or preservation of the Premises or to comply with any Laws. The Lessor will (except in an emergency, the existence of which shall be determined by the Lessor acting reasonably) carry out the works in a manner which minimises, so far as practicable, interruption to the Lessee's business; and
- (c) at all reasonable times of the day enter the Premises with prospective lessees of the Premises during the period of three calendar months immediately preceding the Expiry Date.

8.2 Third party interests

- (a) The Lessee must during the Term permit any person having any interest in the Premises superior to or concurrent with the Lessor to exercise the Lessor's and that person's lawful rights.
- (b) The Lessor reserves the right to grant, and the Lessee's rights under this Lease are subject to, any easements or arrangements the Lessor makes regarding the Land for the purposes of providing access to the Land or the provision of any services to the Land, provided that such easements do not substantially interfere with the Lessee's rights under this Lease.

9. INSURANCES AND INDEMNITIES

9.1 Insurances

- (a) The Lessee must take out and maintain in the Lessee's name with the Lessor's interest noted, a standard public liability insurance policy with an insurance company approved by the Lessor, for at least the amount specified in the Reference Schedule. If required by the Lessor, the Lessee

SCHEDULE

Title Reference 50357118

must extend this policy to cover risks of an insurable nature regarding any indemnities that the Lessee has provided to the Lessor under this Lease.

- (b) The Lessee must take out and maintain a plate glass insurance policy in the Lessee's name with the Lessor's interest noted, against the breakage of all plate and other glass in the Premises. The policy must be with an insurance company approved by the Lessor.
- (c) The Lessee must take out and maintain an insurance policy to the replacement value of the all property and fittings at the Premises, including any Buildings.
- (d) If requested by the Lessor, the Lessee must produce to the Lessor evidence of any insurance policies (including renewals) effected by the Lessee under this clause 9.1.
- (e) The Lessee must not do anything which could:
 - i) prejudice any insurance of the Premises or property in the Premises;
 - ii) increase the premium for that insurance without the Lessor's consent.
- (f) If the Lessee does anything that increases the premium of any insurance the Lessor has in connection with the Premises, the Lessee must pay the amount of that increase to the Lessor on demand.

Comment [JB2]: Given Kindy Association is responsible for capital works, I assume Kindy Assoc is also responsible for maintaining insurances for buildings?

9.2 Indemnities

- (a) The Lessee occupies and uses the Premises at its own risk. The Lessor is not liable in any circumstances to the Lessee for any damage to the Lessee's property in or about the Premises, interruption to the Services or Appurtenances nor any loss of profits by the Lessee.
- (b) The Lessee must indemnify and keep indemnified the Lessor (during and after the Term) against all actions, losses and expenses incurred by the Lessor:
 - i) for any loss, damage, death or injury caused by, or incidental to, the Lessee's use of the Premises or by the escape of any water, fire, gas, electricity or other such agent from the Premises, except where the Lessor has caused or contributed by negligence, wilful act or omission;
 - ii) which are caused by, or incidental to, the Lessee's failure to comply with this Lease.
- (c) Notwithstanding anything in this Lease to the contrary, the Lessor will not be in default of this Lease for a remediable breach, unless the Lessee has given written notice to the Lessor of the breach, and the Lessor has failed to remedy the breach within a reasonable period of time.

10. ASSIGNMENT AND OTHER DEALINGS

10.1 Subletting and encumbering

The Lessee must not without the Lessor's prior written consent (which may be withheld or given on such conditions required by the Lessor in its absolute discretion):

- (a) sublet or in any manner part with possession of the Premises; or
- (b) mortgage or otherwise encumber the Lessee's interest in this Lease.

Title Reference 50357118

10.2 Assignment

The Lessee must not assign this Lease without the prior written consent of the Lessor provided that such consent will not be unreasonably withheld if:

- (a) the Lessee has, at least thirty (30) days before the proposed assignee intends to take possession of the Premises pursuant to an assignment, makes a written request for the Lessor's consent together with:
 - i) in relation to each proposed assignee:
 - (A) their full names and addresses;
 - (B) an up-to-date summary of assets and liabilities prepared by and signed by an accountant;
 - (C) any other information reasonably required by the Lessor to establish the proposed assignee's financial position; and
- (b) the Lessee proves to the Lessor's reasonable satisfaction that:
 - i) the proposed assignee is respectable, suitably qualified and capable of carrying on the Permitted Use and performing the obligations on the part of the Lessee under this Lease; and
 - ii) the proposed assignee is of sufficiently substantial financial standing, having regard to both its net assets and revenue, that a reasonable person would consider that the proposed assignee is able to meet the Lessee's payment obligations under this Lease for the entire duration of the unexpired term including any option terms.

10.3 Lessor's consent

Any consent by the Lessor to a proposed assignment given under this clause is conditional upon each of the following occurring before the proposed assignee takes possession of the Premises:

- (a) the Lessee and the proposed assignee entering into a deed of consent with the Lessor in the form reasonably required by the Lessor;
- (b) the proposed assignee providing the Lessor with a guarantee and indemnity signed by the proposed guarantor in favour of the Lessor in the form required by the Lessor;
- (c) the proposed assignee providing the Lessor with a Bank Guarantee for the Security Amount;
- (d) the Lessee and the proposed assignee complying with the Lessor's reasonable requirements in relation to the documentation, stamping and registration of the intended assignment;
- (e) any default by the Lessee under this Lease arising up to the date of completion of the proposed assignment being remedied; and
- (f) the Lessee paying to the Lessor the Lessor's reasonable legal costs of the giving of its consent.

Title Reference 50357118

10.4 Change of Control

If the Lessee is a corporation (which is neither listed nor wholly owned by a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited), a change in the effective control of the corporation is deemed to be an assignment of this Lease and the Lessee may not make that change unless it obtains the Lessor's prior written consent and complies with clauses 10.2 and 10.3 (except for clause 10.3(a)) of this Lease.

11. DEFAULT OF LESSEE

11.1 Lessor may rectify

- (a) If the Lessee fails to perform any of its obligations under this Lease, the Lessor may, in its absolute discretion (as the agent of the Lessee) do all such things and incur such expenses as are necessary to perform these obligations.
- (b) All of the Lessee's costs associated with or incidental to taking a step under subclause (a) of this clause shall be recoverable from the Lessee as a liquidated debt and shall be payable on demand.

11.2 Overdue payments

- (a) If the Lessee fails to pay any money payable on demand within 14 days of the Lessor's demand, or fails to pay any other money due under this Lease within 7 days of their due date, the Lessee must pay to the Lessor interest accruing daily at the Default Rate:
 - i) on the money owing from the payment due date until the money is paid; and
 - ii) upon any judgment the Lessor obtains against the Lessee from the date of the judgment until the debt is satisfied.
- (b) Interest is capitalised on the last day of each month and payable on the first day of the next month. The interest is recoverable in the same manner as the Rent in arrears.
- (c) If an amount of Rent, or any other money due under this Lease, remains unpaid by the Lessee as a result of consecutive breaches of the same term of this Lease, interest at the Default Rate accrues on that amount from the date when the breach first occurred.
- (d) Without prejudice to any other remedy, the Lessor may sue the Lessee for any money owing by the Lessee under this Lease. Neither the institution of legal proceedings nor the entering of judgment by a court will bar the Lessor from bringing any subsequent suits against the Lessee for any other money owing by the Lessee to the Lessor under this Lease.

11.3 Definition of default

The Lessee will be in default of this Lease, if:

- (a) any part of the Rent is in arrears for 7 days, whether demanded or not;
- (b) any money (other than the Rent) payable by the Lessee under this Lease on demand is not paid within 14 days of the Lessor making such a demand, or if any other money payable by the Lessee under this Lease is not paid by the payment due date;
- (c) the Lessee fails to comply with a term of this Lease;

Title Reference 50357118

- (d) the Lessee (except for the purpose of reconstruction) becomes bankrupt, insolvent, under administration, in liquidation or receivership, or otherwise without full capacity; or
- (e) the Lessee's interest under this Lease is taken in execution under any legal process.

11.4 Rights upon default

- (a) If the Lessee defaults under this Lease, the Lessor may (without prejudice to any other rights):
 - i) subject to any prior notice required by Law, re-enter and take possession of the Premises and eject the Lessee and any persons in possession of the Premises (which may be by force, if necessary), from which time this Lease will be terminated;
 - ii) terminate this Lease by giving written notice to the Lessee; or
 - iii) by giving written notice to the Lessee, elect to convert the unexpired residue of the Term to a monthly tenancy. The Lease will be terminated and the Lessee will hold the Premises from the Lessor pursuant to clause 12.6 (Holding over).
- (b) Upon re-entry to the Premises, the Lessor may remove any fittings, additions, signage, chattels or other property at the Premises and store them at the cost of the Lessee (those costs are payable by the Lessee to the Lessor on demand) without being guilty of conversion or liable for any loss or damage to these items. If the Lessee fails to claim the items within 14 days of removal, those items are deemed abandoned by the Lessee and will the Lessor may elect to either:
 - i) retain the property, from which time such items shall become the property of the Lessor without the Lessor being in any way liable to pay compensation for the retention of the property; or
 - ii) remove any fittings, additions, signage, chattels or other property not removed from the Premises and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.

12. END OF LEASE

- 12.1 The Lessee must at the end of the Lease peacefully yield up the Premises in the condition required by clause 7.1 (Obligation to clean, repair and maintain) and clause 12.2, and return to the Lessor all keys and security devices relating to the Premises.
- 12.2 The Lessee must during the last 14 days of the Term remove the fittings, additions, signage and other branding it has erected or affixed to the Premises during the Term or purchased with the consent of the Lessor from a previous lessee, and the Lessee must make good any damage caused in the removal.
- 12.3 At the end of the Lease, the Lessor may elect to either:
 - (a) deem any fittings, additions, signage, chattels or other property not removed from the Premises as abandoned and such items shall become the property of the Lessor; or
 - (b) remove any fittings, additions, signage, chattels or other property not removed from the Premises and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.

Title Reference 50357118

- 12.4 The Lessee must, immediately prior to vacating the Premises, paint the interior parts of the Premises which have been previously painted with two coats of first quality paint in a workmanlike manner and in the colour as directed in writing by the Lessor.
- 12.5 The ending of this Lease does not affect any of the Lessor's rights against the Lessee on account of any antecedent breach by the Lessee of a term of this Lease.
- 12.6 **Holding over**
- (a) If the Lessee remains in occupation of the Premises after the expiration of the Term with the consent of the Lessor, the Lessee becomes a monthly tenant. The Lessee continues to pay the same amount of Rent, the Service Fee and other money under this Lease in accordance with this Lease.
- (b) The monthly tenancy created under sub-clause (a) will continue on the same terms of this Lease (so far as the terms can be applied to a monthly tenancy) until either party gives the other party one month's written notice terminating the tenancy. However, if the Lessee is in default, the Lessor may give 72 hours written notice to the Lessee terminating the tenancy.

13. OPTION TO RENEW

- 13.1 This clause applies if an Option to Renew is specified in the Reference Schedule.
- 13.2 If the Lessee punctually and properly performs its obligations under this Lease, the Lessee has the option, which must be exercised by notice in writing to the Lessor no earlier than six (6) months prior to the Expiry Date and no later than three (3) months prior Expiry Date, to renew this Lease for the option period first specified in the Reference Schedule, commencing on the day after the Expiry Date and continuing on the same terms as this Lease, except that:
- (a) Rent will be reviewed in accordance with the Rent Review Method specified in the Reference Schedule; and
- (b) this clause has no further effect unless the Reference Schedule refers to more than one option period, in which case the number of remaining option periods shall be reduced by one upon each occasion on which the Lessee exercises an option to renew.

14. GENERAL PROVISIONS

14.1 Power of attorney

The Lessee irrevocably appoints the Lessor to be the true and lawful attorney of the Lessee to do the following acts on the Lessee's behalf:

- (a) If the Lessor has lawfully terminated this Lease (proof of which will be the declaration of the Lessor), the Lessor may execute and do all things necessary to register a surrender of this Lease; and
- (b) Substitute the Lessor as the attorney with a purchaser of the Premises for the reversion of this Lease.

Title Reference 50357118

14.2 Native Title

The parties acknowledge and agree that the Lessor makes no representations in relation to Native Title. In the event a determination is made which recognises Native Title over the Premises, either party may terminate this Lease upon providing no less than 3 months' written notice to the other party.

14.3 Consent

Subject to anything in this Lease to the contrary, any consent which the Lessor is requested to provide under this Lease may, at the absolute discretion of the Lessor, be granted, refused, granted subject to conditions or withdrawn at any time.

14.4 Waiver

- (a) A waiver by either party of a term of this Lease will only be effective if it is made in writing by that party. The waiver will not extend to, and act as, a waiver of a term generally.
- (b) If the Lessee is in breach of this Lease, the acceptance by the Lessor of money from the Lessee does not act as a waiver of the Lessor's rights regarding that breach.
- (c) A delay by the Lessor to exercise its rights under this Lease does not act as a waiver of those rights.

14.5 Severance

If a provision of this Lease is void or unenforceable it must be severed from this Lease and the provisions that are not void or unenforceable are unaffected by the severance.

14.6 Service of notices

- (a) A notice required to be given by one party to another under this Lease is effectively served, if it is in writing and:
 - i) served personally or left for the Lessee at the Premises, upon which the notice will be deemed to have been served immediately;
 - ii) sent by email to the other party's email address, upon which the notice will be deemed to be served at the time the email was transmitted by the sender, provided the sender does not immediately indicate a malfunction in the transmission;
 - iii) forwarded by post addressed to the party at the address specified in the Reference Schedule notice will be deemed to be given on the next week day (other than a public holiday) after which it was posted.
- (b) A party must as soon as possible advise the other party of its new facsimile and address details, if these change from that listed in the Reference Schedule.

14.7 Time of the essence

Time is of the essence in respect of the parties' obligations under this Lease.

Title Reference 50357118

14.8 Effect of legislation

Unless mandatory by Law, any Law (present or future) will not apply to this Lease if it has the effect of prejudicially affecting any of the Lessor's rights under this Lease or is inconsistent with the terms of this Lease.

14.9 Entire agreement

- (a) The provisions of this Lease, and any consents given under it, contain the entire agreement as concluded between the parties and no oral or collateral agreements are of any effect.
- (b) No representation by the Lessor regarding the Premises will form an implied or other term of this Lease. The Lessee acknowledges that it has not been induced into this Lease by any representation, made by the Lessor or its agents, that is not included in this Lease.

14.10 Mortgagee's consent

If the consent of any person or body (including a mortgagee) to this Lease or to the extension of this Lease is required, the Lessee must immediately upon request by the Lessor execute any documents necessary to facilitate the granting of this consent.

14.11 Lessee's costs

The Lessee must perform all of its obligations under this Lease at its own cost, unless otherwise specified in this Lease.

14.12 Electronic communication

The Lessee confirms it consents to receiving this Lease and any notices or communications pursuant to this Lease by electronic communication.

Chief Executive Officer			
Meeting	Task	Action	Delete Y/N
Sept. 20	Please advise Mr Baultus of Council's decision regarding his offer on 251 Alfred St and that their offer of works still stands	Letter forwarded 29/10/20	Y
Economic Development			
Meeting	Task	Action	Delete Y/N
Oct 20	Council has committed to the Airport RFDS apron and runway as per minutes	Noted	Y
Director of Engineering Services			
Meeting	Task	Action	Delete Y/N
Oct 20	Please arrange for purchase of Caterpillar Grader from Hastings Deering as per minutes for a total of \$480,286.98	Purchase Order will be done on 26/10/20 after CEO approves it.	Y
Oct 20	Council has requested that costings and information requested be provided to the meeting regarding the request for Roma St West extension in Morven	Detailed costings shall be provided by next briefing.	Y
Oct 20	Council has awarded Enginfra Consulting the project management for the 2020 Feb flooding event.	I have notified Englnfra of their successful Tender and also notified the unsuccessful ones.	Y