



SHIRE OF MURWEH

MORVEN - CHARLEVILLE - AUGATHELLA

Council Meeting

15 OCTOBER 2020



WWII Secret Base opens

MURWEH SHIRE COUNCIL MEETING

To be held Thursday 15 October 2020
Commencing at 9:00am

1. Opening Prayer
2. Apologies
3. Confirmation of minutes ; Ordinary Meeting 17 September 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

11201

MINUTES OF AN ORDINARY MEETING
OF THE MURWEH SHIRE COUNCIL
HELD ON THURSDAY 17 SEPTEMBER 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	Cr Alexander delivered the prayer for the guidance of Council.	
Conflict of Interest	Nil	
Minutes of Previous Council Meeting	Moved: Cr McKellar	Seconded: Cr Alexander
	"That the minutes of the Ordinary Council Meeting held 20 August 2020 be taken as read, confirmed and signed as a correct record of proceedings."	
	<u>Carried</u>	
Business Arising	SWRED and SWRRTG merger - a meeting was held and unanimously decided to merge and form a ROC. SWRED will continue in its incorporated form as there is a funding program still underway and shall transfer after that is completed.	
	AusActivate – Council's will contribute support with 5 year extension of land purchase and cobranding.	
Financial Report	Moved: Cr Taylor	Seconded: Cr Eckel
	"That the Financial Report be received."	
	<u>Carried</u>	
Human Resources Report	Moved: Cr Alexander	Seconded: Cr Taylor
	"That the Human Resources Report be received."	
	<u>Carried</u>	
Workplace Health & Safety Report	Moved: Cr Eckel	Seconded: Cr McKellar
	"That the Workplace Health and Safety Report be received."	
	<u>Carried</u>	
Tourism Reports	Moved: Cr Alexander	Seconded: Cr Eckel
	"That the reports from the Tourism Section (Cosmos, VIC, Top Secret WWII) be received."	
	<u>Carried</u>	

11202

MINUTES OF AN ORDINARY MEETING
OF THE MURWEH SHIRE COUNCIL
HELD ON THURSDAY 17 SEPTEMBER 2020 AT 9:00AM

Libraries Report	Moved: Cr Taylor	Seconded: Cr Eckel
	"That the Libraries Report be received."	
		<u>Carried</u>
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 Engineering entered the meeting at 9.38am.	
Engineering Report	Moved: Cr McKellar	Seconded: Cr Eckel
	"That the Engineering Services Report be received."	
		<u>Carried</u>
Meeting Adjourned	The Council adjourned for a morning tea break at 10.05am.	
Meeting Resumed	The meeting resumed from the morning tea break at 10.32am.	
Industrial Estate Roads & Stormwater	Moved: Cr Alexander	Seconded: Cr Eckel
	"That Council award Bellwether Contractors the Contract IE1 – 2020/21 Charleville Industrial Estate Stage 2 – Roads and Stormwater for \$488,296.03 plus GST."	
		<u>Carried</u>
Roma St West Extension	That the matter lay on the table until the briefing session when more information is available to make a decision.	
Attendance	The Director of Engineering exited the meeting at 10.53am.	
Murweh Shire Digital Connectivity Project	Moved: Cr Eckel	Seconded: Cr McKellar
	"That Council confirms:	
	1. it is committed to delivering the Murweh Shire Digital Connectivity Project and	
	2. acknowledges responsibility for any funding shortfall if costs or other contributors change."	
		<u>Carried</u>

11203

MINUTES OF AN ORDINARY MEETING
OF THE MURWEH SHIRE COUNCIL
HELD ON THURSDAY 17 SEPTEMBER 2020 AT 9:00AM

Request for Assistance – Morven Cricket Club Inc.	Moved: Cr McKellar	Seconded: Cr Eckel
	"That Council provides assistance by way of donation of \$1,500.00 to the Morven Cricket Club Inc. to assist the Club in the purchase of a bowling machine and cricket ball chute to aid in training and development of junior and senior players."	
	<u>Carried</u>	
Close Meeting to the Public	Moved: Cr Alexander	Seconded: Cr McKellar
	"That as per section 275 of the Local Government Regulation 2012 the meeting be closed to the public to discuss starting or defending legal proceedings."	
	<u>Carried</u>	
Resume Normal Proceedings	Moved: Cr McKellar	Seconded: Cr Eckel
	"That Council resumes normal meeting procedures."	
	<u>Carried</u>	
Sale of Property 251 Alfred St	Moved: Cr Alexander	Seconded: Cr Eckel
	"That Council not accept the offer from Mr Baltus with respect to the purchase of his property at 251 Alfred Street, Charleville and to also advise that Council's original offer to provide a spoon drain and retaining wall on the levee bank section of the property still remains."	
	<u>Carried</u>	
Meeting Closed	There being no further business the Mayor declared the meeting closed at 12.31pm.	

Cr Shaun Radnedge
Mayor



FINANCIAL REPORT

COUNCIL MEETING

15th October 2020

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

Highlights of this month's Financial Report:

Report - Period Ending 30 September 2020.

Revenue

Total revenue of \$16.0M to 30 September 2020 represents 48% of the total budget of \$33.273M.

These statements are for 3 months of the financial year and generally would represent 25% of the overall budget.

Higher than expected year to date actual revenue of 48% compared with budget year to date of 25% 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 \$4.6M, with a total budget of \$11.8M
- Advance payment of \$ 4.4 M flood damage grant received so far

Expenses

Total expenditure of \$4.4M to 30 September 2020 represents 19% of the total budgeted expenditure of \$23.309M.

Please note that the actual depreciation from July to September will be recorded in the October monthly report. This is estimated to be approximately \$ 1.5M based on annual budget of \$ 6.1M.

Outcome

There is currently a cash balance of \$ 9.9M.

Restricted cash – grant not yet spent: \$ 5.7M

Surplus/working capital cash: \$ 4.2M

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 30 September 2020

CASH AT BANK			
Operating Account			\$873,001
SHORT TERM INVESTMENTS			
National Bank of Australia		\$	-
QTC Cash Fund			\$9,016,775
	Total		\$ 9,889,776
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)			\$2,438,972
Restricted cash - grants received not yet spent			\$5,706,475
			\$ 8,145,447
Balance of recoverable debtors - estimated creditors :			
	(\$503,831 - \$1,231,305)	-\$ 727,474
Plus cash surplus	\$	9,889,776 - \$ 8,145,447	\$ 1,744,329
Working Capital	Total		\$ 1,016,855

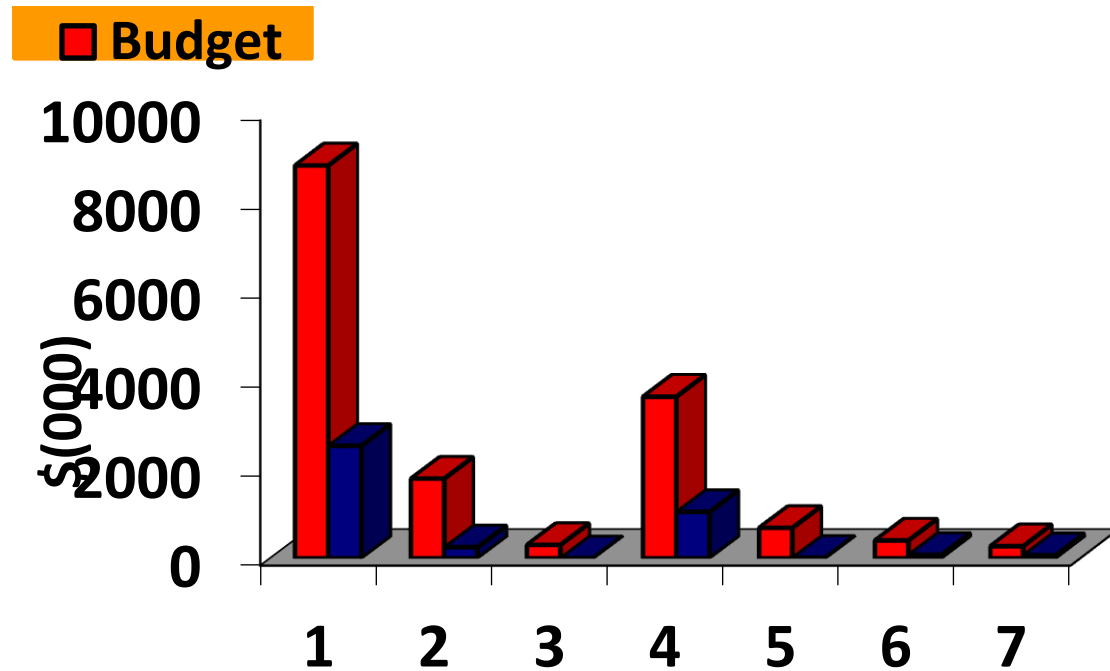
2. Monthly Cash Flow Estimate: - October 2020

<u>Receipts</u>		<u>Expenditure</u>	
Rates	\$800,000	Payroll	\$800,000
Fees & Charges	\$10,000	Creditor Payments	\$1,500,000
Debtors	\$400,000	Loan Payments	\$0
Grants/Claims/Loan QTC	\$1,500,000	Lease Payments	\$0
Total	\$2,710,000	Total	\$2,300,000
Therefore cash is expected to increase by		\$410,000	in the period.

3. Comparative Data for the month of September 2020

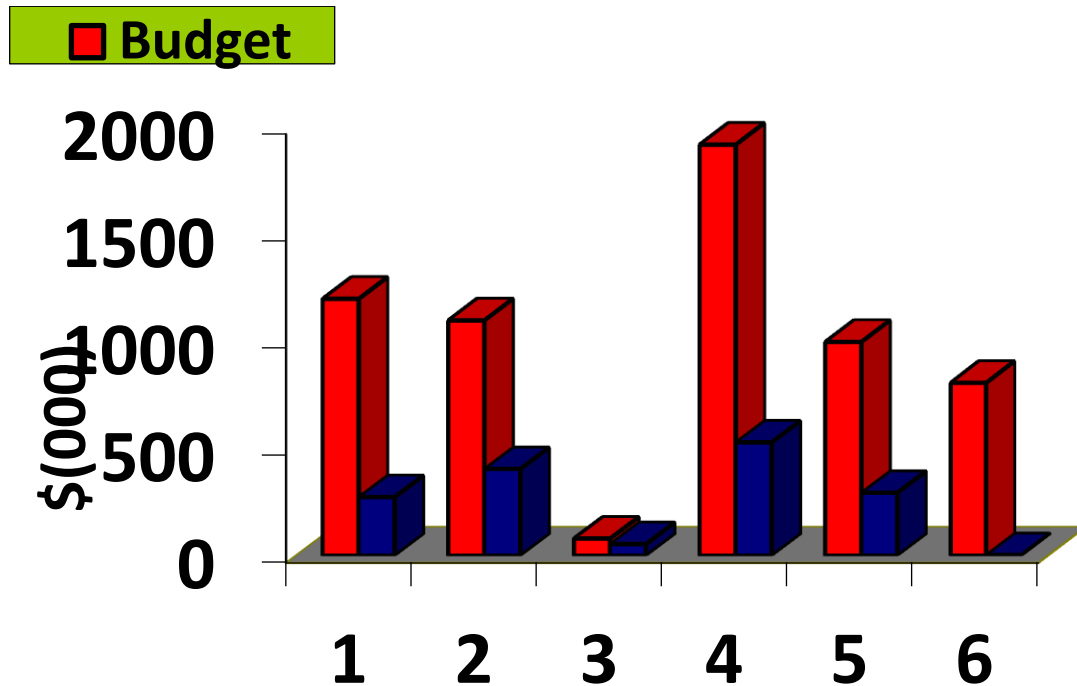
<u>Comparative Year</u>	2020	2019	2018
	\$000	\$000	\$000
Cash position	\$9,890	\$6,775	\$6,521
Working capital	\$1,016	\$4,896	\$5,519
Rate arrears	\$3,524	\$3,772	\$4,346
Outstanding debtors	\$504	\$510	\$1,483
Current creditors	\$1,231	\$29	\$34
Total loans	\$2,070	\$2,534	\$2,991

4. Capital Funding: Year to 30 September 2020



Total Capital Funding		\$15,935	\$3,985	25.01%
1	Buildings / Other Structures	\$8,827	\$2,541	28.79%
2	Plant & Equipment / Furniture & Fittings	\$1,800	\$247	13.72%
3	Charleville Airport Upgrade	\$300	\$0	0.00%
4	Road Infrastructure	\$3,649	\$1,046	28.67%
5	Water & Sewerage Infrastructure	\$685	\$9	1.31%
6	Office Equip	\$402	\$76	18.91%
7	QTC - Loan Redemption	\$272	\$66	24.26%

5. Road Works Expenditure: Year to 30 September 2020



		Budget \$(000)	Expended YTD Actual \$(000)	% of Budget Expended
	Total Road Expenditure	\$6,106	\$1,565	26%
1	Rural Roads	\$1,200	\$275	23%
2	Town Streets	\$1,100	\$407	37%
3	Private Works	\$80	\$54	68%
4	RMPC Works	\$1,916	\$532	28%
5	Flood Damage	\$1,000	\$295	30%
6	Other (Landsborough Highway Rehab)	\$810	\$2	0%

6. ATTACHMENTS

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

STATEMENT OF RATES AND CHARGES

30 SEPTEMBER 2020



	ARREARS 30 JUNE 2020	LEVIES	INTEREST	RECEIPTS	DISCOUNT	WRITE OFFS	PENSIONER STATE	PENSIONER COUNCIL	BALANCE
GENERAL	\$441,904.65	\$1,989,342.24	\$7,257.69	\$574,558.91	\$48,537.76	\$2,442.71	\$23,683.93	\$47,563.47	\$1,741,717.80
CLEANSING	\$102,785.89	\$323,311.16	\$1,774.31	\$114,381.91	\$9,016.62	\$1,509.53	\$7,424.59	\$0.00	\$295,538.71
SEWERAGE	\$142,927.39	\$460,156.00	\$2,207.83	\$147,598.41	\$11,511.33	\$1,790.72	\$332.54	\$0.00	\$444,058.22
WATER	\$298,826.78	\$875,321.10	\$5,214.01	\$294,620.61	\$24,507.85	\$2,999.47	\$717.71	\$0.00	\$856,516.25
EXCESS WATER	\$17,276.18	\$85,772.93	\$0.00	\$18,541.10	\$0.00	\$1,622.75	\$0.00	\$0.00	\$82,885.26
C.E.D.	\$11,390.10	\$43,278.51	\$233.02	\$18,304.57	\$1,701.97	\$2.84	\$0.00	\$0.00	\$34,892.25
LEGAL FEES	\$9,094.78	\$0.00	\$0.00	\$550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,544.78
LAND CHARGES	\$19,570.46	\$0.00	\$0.00	\$1,016.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,554.46
TOTALS	\$1,043,776.23	\$3,777,181.94	\$16,686.86	\$1,169,571.51	\$95,275.53	\$10,368.02	\$32,158.77	\$47,563.47	\$3,482,707.73
								STATE EMERGENCY LEVY	\$165,846.42
								TOTAL CURRENT & ARREARS	\$3,648,554.15
								RATES PAID IN ADVANCE	\$127,429.35
								TOTAL OUTSTANDING	\$3,521,124.80

ARREARS ANALYSIS

Current Year	1 Year	2 Years	3 Years	4 Years	5 Years +	Interest	Total
\$2,805,566.33	\$409,291.20	\$179,587.90	\$106,965.54	\$31,442.28	\$14,840.86	\$100,860.04	\$3,648,554.15

Capital Expenditure as at 30 September 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	\$325,441	81.36%	\$400,000		
589-4000-0	8000-0077-78-79	industrial Estate	COVID/LRCI	\$0	0.00%	\$600,000		
	Sub total			\$325,441	32.54%	\$1,000,000		
Buildings	8000-1785-0	Life on the Brisbane Line	OTI	\$609,326	121.87%	\$500,000		
360-4000-0	8000-1885-0	Planetarium at Cosmos (BoR)		\$0	0.00%	\$0		
	8000-1891-0	Cosmos Upgrade - Stage 3	GTI	\$252,783	38.89%	\$650,000		
	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			\$1,027,148	40.04%	\$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	\$991,582	50.85%	\$1,950,000		
	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	COVID	\$0	0.00%	\$20,000		

Water	8000-5252-0	Water Mains Augathella		\$0	0.00%	\$50,000		
555-4000-0	8000-5254-0	Water Mains Charleville		\$467	0.31%	\$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			\$9,463	1.95%	\$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		
	8000-1774-0	Communications		\$0	0.00%	\$5,000		
Office Equip	8000-1787-0	Animal control		\$0	0.00%	\$0		
597-4000-0	8000-1782-0	Desktop PC's		\$0	0.00%	\$10,000		
	8000-1783-0	IT Hardware		\$0	0.00%	\$0		
	8000-1788-0	ECM Software		\$76,098	19.66%	\$387,090		
	Sub total			\$76,098	18.93%	\$402,090		
	Total Capital			\$4,245,056	27.10%	\$15,663,868		
Int & Redemp	No Job #	Current Loans Payments		\$0	0.00%	\$272,000		
640-672-5000								
	Sub total			\$0	0.00%	\$272,000		
GRAND TOTAL				\$4,245,056	26.64%	\$15,935,868		

General Ledger2020.8.27.1 Revenue and Expenditure Summary Page - 1
(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 27% of year elapsed. To Level 3. Excludes committed costs)
MURWEH SHIRE COUNCIL (Budget for full year) Financial Year Ending 2021 Printed(MILLEES): 07-10-2020 4:12:58 PM

	REVENUE		EXPENDITURE		SURPLUS/(DEFICIENCY)				
	30 Sep 2020	Budget	30 Sep 2020	Budget	30 Sep 2020	Budget			
1000-0001 EXECUTIVE MANAGEMENT									
1100-0002 CORP GOVERNANCE SUB PROGRAM	0.00	0%	0	91,590.24	18%	496,987	(91,590.24)	18%	(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	3,332.79	4%	78,750	(3,332.79)	5%	(61,250)
1500-0002 HUMAN RESOURCES SUB PROGRAM	0.00	0%	0	43,635.03	30%	143,066	(43,635.03)	30%	(143,066)
1000-0001 EXECUTIVE MANAGEMENT	0.00	0%	17,500	140,829.88	19%	726,945	(140,829.88)	20%	(709,445)
2000-0001 CORPORATE SERVICES									
2100-0002 REVENUE SUB PROGRAM	2,548,218.09	27%	9,293,572	0.00	0%	0	2,548,218.09	27%	9,293,572
2200-0002 STORES OPERATION SUB PROGRAM	0.00	0%	0	18,605.10	19%	100,176	(18,605.10)	19%	(100,176)
2300-0002 ADMINISTRATION SUB PROGRAM	6,069.65	15%	40,000	549,692.31	21%	2,625,808	(543,622.66)	21%	(2,585,808)
2400-0002 FINANCE SUB PROGRAM	0.00	0%	0	8,080.32	23%	34,836	(8,080.32)	23%	(34,836)
2500-0002 ONCOSTS SUB PROGRAM	0.00	0%	0	143,483.83	---	0	(143,483.83)	---	0
2600-0002 LIBRARY SUB PROGRAM	0.00	0%	12,800	63,369.53	23%	270,752	(63,369.53)	25%	(257,952)
2700-0002 AERODROMES SUB PROGRAM	67,999.51	20%	340,000	141,505.02	16%	910,739	(73,505.51)	13%	(570,739)
2800-0002 AREA PROMOTION/DEVT SUB PRO									
2800-0003 ECONOMIC DEVELOPMENT	3,984,815.46	42%	9,511,634	351,334.94	55%	641,274	3,633,480.52	41%	8,870,360
2805-0003 COUNCIL HOUSING	0.00	0%	0	31,733.22	30%	105,000	(31,733.22)	30%	(105,000)
2815-0003 CULTURAL DEVELOPMENT	0.00	0%	23,000	63,367.57	32%	201,136	(63,367.57)	36%	(178,136)
2820-0003 TOURISM & PROMOTION	299,823.32	27%	1,109,000	447,300.90	26%	1,705,548	(147,477.58)	25%	(596,548)
2800-0002 AREA PROMOTION/DEVT SUB PRO	4,284,638.78	40%	10,643,634	893,736.63	34%	2,652,958	3,390,902.15	42%	7,990,676
2000-0001 CORPORATE SERVICES	6,906,926.03	34%	20,330,006	1,818,472.74	28%	6,595,269	5,088,453.29	37%	13,734,737
3200-0001 HEALTH/ENVIRONMENTAL SERVICES									
3200-0002 SPORT, REC & COMMUNITY FACILITIES									
3200-0003 SPORTS & RECREATION FACILITIES	56,750.76	155%	36,540	361,660.15	21%	1,741,366	(304,909.39)	18%	(1,704,826)
3260-0003 COMMUNITY FACILITIES	38,851.25	19%	204,000	163,021.96	16%	998,262	(124,170.71)	16%	(794,262)
3200-0002 SPORT, REC & COMMUNITY FACILITIES	95,602.01	40%	240,540	524,682.11	19%	2,739,628	(429,080.10)	17%	(2,499,088)
3400-0002 ENVIRONMENTAL SUB PROGRAM									
3410-0003 COMMUNITY HEALTH	10,825.00	56%	19,500	9,919.23	12%	80,000	905.77	-1%	(60,500)
3435-0003 ANIMAL CONTROL	14,394.32	24%	59,000	37,278.95	15%	244,152	(22,884.63)	12%	(185,152)
3460-0003 RESERVES	0.00	0%	0	47,968.05	28%	172,380	(47,968.05)	28%	(172,380)
3475-0003 STOCK ROUTES	0.00	0%	0	59,623.40	16%	363,412	(59,623.40)	16%	(363,412)
3400-0002 ENVIRONMENTAL SUB PROGRAM	25,219.32	32%	78,500	154,789.63	18%	859,944	(129,570.31)	17%	(781,444)

General Ledger2020.8.27.1		Revenue and Expenditure Summary						Page - 2	
(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 27% of year elapsed. To Level 3. Excludes committed costs)		Financial Year Ending 2021						Printed(MILLEES): 07-10-2020 4:12:58 PM	
MURWEH SHIRE COUNCIL (Budget for full year)		REVENUE		EXPENDITURE		SURPLUS/(DEFICIENCY)			
		30 Sep 2020	Budget	30 Sep 2020	Budget	30 Sep 2020	Budget		
3500-0002	REFUSE MANAGEMENT SUB PROGRAM								
3500-0002	REFUSE MANAGEMENT SUB PROGRAM	315,682.53	53% 596,929	136,343.15	24% 577,494	179,339.38	923% 19,435		
3200-0001	HEALTH/ENVIRONMENTAL SERVICES	436,503.86	48% 915,969	815,814.89	20% 4,177,066	(379,311.03)	12% (3,261,097)		
4000-0001	ENGINEERING SERVICES								
4100-0002	ENGINEERING OFFICE SUB PROGRAM	0.00	0% 0	152,743.35	4% 3,859,016	(152,743.35)	4% (3,859,016)		
4200-0002	BUILDING & PLANNING SUB PROGRAM	7,819.00	31% 25,000	35,748.78	42% 86,000	(27,929.78)	46% (61,000)		
4300-0002	PLANT OPERATIONS SUB PROGRAM	2,277.57	0% 590,000	(563,255.05)	122% (460,591)	565,532.62	54% 1,050,591		
4400-0002	PRIVATE WORKS ACTIVITIES	1,300,755.97	28% 4,632,536	736,560.36	31% 2,380,000	564,195.61	25% 2,252,536		
4500-0002	OTHER ROAD ACTIVITIES SUB PROGRAM	5,955,863.51	143% 4,154,075	1,002,967.23	26% 3,796,021	4,952,896.28	>999% 358,054		
4000-0001	ENGINEERING SERVICES	7,266,716.05	77% 9,401,611	1,364,764.67	14% 9,660,446	5,901,951.38	<999% (258,835)		
5100-0001	WATER & SEWERAGE SERVICES								
5100-0002	WATER SUPPLY ACTIVITIES SUB PROGRAM								
5100-0003	CHARLEVILLE WATER	783,546.92	56% 1,409,024	136,413.22	21% 638,899	647,133.70	84% 770,125		
5200-0003	MORVEN WATER	51,865.30	53% 97,337	43,062.52	41% 104,803	8,802.78	-118% (7,466)		
5300-0003	AUGATHELLA WATER	101,100.42	55% 182,230	28,923.52	17% 170,722	72,176.90	627% 11,508		
5390-0003	WATER DEPRECIATION	0.00	0% 0	0.00	0% 450,979	0.00	0% (450,979)		
5100-0002	WATER SUPPLY ACTIVITIES SUB PROGRAM	936,512.64	55% 1,688,591	208,399.26	15% 1,365,403	728,113.38	225% 323,188		
5400-0002	SEWERAGE ACTIVITIES SUB PROGRAM								
5400-0003	CHARLEVILLE SEWERAGE	447,958.66	53% 840,483	58,196.48	14% 430,970	389,762.18	95% 409,513		
5450-0003	AUGATHELLA SEWERAGE	41,806.72	53% 78,461	1,918.10	4% 42,690	39,888.62	112% 35,771		
5490-0003	SEWERAGE DEPRECIATION	0.00	0% 0	0.00	0% 310,002	0.00	0% (310,002)		
5400-0002	SEWERAGE ACTIVITIES SUB PROGRAM	489,765.38	53% 918,944	60,114.58	8% 783,662	429,650.80	318% 135,282		
5100-0001	WATER & SEWERAGE SERVICES	1,426,278.02	55% 2,607,535	268,513.84	12% 2,149,065	1,157,764.18	253% 458,470		
	TOTAL REVENUE AND EXPENDITURE	16,036,423.96	48% 33,272,621	4,408,396.02	19% 23,308,791	11,628,027.94	117% 9,963,830		

General Ledger2020.8.27.1

Balance Sheet

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(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 27% of year elapsed. To Details. Excludes committed costs)
 MURWEH SHIRE COUNCIL (Budget for full year) Financial Year Ending 2021 Printed(MILLEES): 07-10-2020 4:13:36 PM

		OPENING	YEAR TO DATE		CURRENT BALANCE	
		BALANCE	30 Sep 2020	BUDGET	30 Sep 2020	BUDGET
CURRENT ASSETS						
=====						
0100-0001	CURRENT ASSETS					
0105-3000	Cash at Bank - General Account	162,097.58	711,903.78	282%	874,001.36	97%
0110-3000	Cash on Hand	1,570.00	0.00	0%	1,570.00	109%
0115-3000	QTC - Cash Investments	5,011,318.80	4,005,456.82	---	9,016,775.62	175%
0116-3000	NAB - Term Deposits	0.00	0.00	0%	0.00	0%
0117-3000	Cash: Cosmos Centre Float	800.00	1,100.00	---	1,900.00	475%
0118-3000	Cash: Visitor Info Centre	300.00	0.00	0%	300.00	---
0120-3000	Accounts Receivable - Rates	829,522.05	2,694,612.41	---	3,524,134.46	574%
0121-3000	Acct Rec - Rates EOY Receipts	264,573.71	0.00	0%	264,573.71	---
0127-3000	Provision for Doubtful Rates	0.00	0.00	0%	0.00	0%
0130-3000	Stores and Materials	197,913.97	5,273.28	---	203,187.25	88%
0132-3000	Inventory - Cosmos Centre	46,274.57	0.00	0%	46,274.57	127%
0140-3000	Prepaid Expenses	236,913.71	0.00	0%	236,913.71	139%
0147-3000	Accrued Revenue - General	29,406.47	(29,406.47)	---	0.00	0%
0148-3000	Contract Assets	3,106,287.08	0.00	0%	3,106,287.08	---
0150-3000	Workers Compensation Receivable	0.00	(993.07)	---	(993.07)	-3%
0155-3000	Accounts Receivable - Debtors	683,026.54	(179,195.20)	---	503,831.34	22%
0156-3000	Accts Rec - Debtors EOY Receipts	0.00	0.00	0%	0.00	0%
0160-3000	Provision for Doubtful Debts	(3,637.98)	0.00	0%	(3,637.98)	24%
0165-3000	GST Receivable/Suspense	79,795.17	(227,791.23)	---	(147,996.06)	>999%
0170-3000	Residential Land for Resale	0.00	0.00	0%	0.00	0%
0100-0001	CURRENT ASSETS TOTAL	10,646,161.67	6,980,960.32	>999%	17,627,121.99	187%
	TOTAL CURRENT ASSETS	10,646,161.67	6,980,960.32	>999%	17,627,121.99	187%

General Ledger2020.8.27.1

Balance Sheet

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(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 27% of year elapsed. To Details. Excludes committed costs)

MURWEH SHIRE COUNCIL (Budget for full year)

Financial Year Ending 2021

Printed(MILLEES): 07-10-2020 4:13:36 PM

		OPENING	YEAR TO DATE			CURRENT BALANCE		
		BALANCE	30 Sep 2020	BUDGET	30 Sep 2020	BUDGET		
NON-CURRENT ASSETS								
=====								
0200-0001	NON-CURRENT ASSETS							
0200-4000	Land at Cost	0.00	0.00	0%	0	0.00	0%	
0205-4000	Land for Resale	0.00	0.00	0%	0	0.00	0%	
0210-4000	Land at Valuation	3,438,638.30	0.00	0%	0	3,438,638.30	62%	
0211-4000	Land Improvements at Valuation	0.00	0.00	0%	0	0.00	0%	
0215-4000	Land Clearing Account	71,697.01	0.00	0%	0	71,697.01	75%	
0217-4000	WIP - Land Improvements	3,536.27	0.00	0%	0	3,536.27	1%	
0221-4000	Aerodrome Landing Strip at Cost	0.00	0.00	0%	0	0.00	0%	
0231-4000	Aerodrome Landing Strip at Valuation	14,559,396.66	0.00	0%	0	14,559,396.66	143%	
0241-4000	Accum Depn - Aerodrome Landing Strip	(2,352,173.65)	0.00	0%	(461,332)	(2,352,173.65)	78%	
0242-4000	WIP - Aerodrome Upgrade	0.00	1,535.64	1%	300,000	1,535.64	0%	
0300-4000	Buildings at Cost	7,812,890.57	0.00	0%	0	7,812,890.57	874%	
0310-4000	Buildings at Valuation	57,207,640.81	0.00	0%	0	57,207,640.81	111%	
0320-4000	Accum Depn - Buildings	(22,534,680.33)	0.00	0%	(620,749)	(22,534,680.33)	180%	
0330-4000	Other Structures at Cost	685,079.07	0.00	0%	0	685,079.07	>999%	
0340-4000	Other Structures at Valuation	8,143,176.85	0.00	0%	0	8,143,176.85	101%	
0350-4000	Accum Depn - Other Structures	(2,976,057.85)	0.00	0%	(545,546)	(2,976,057.85)	101%	
0360-4000	WIP - Buildings	1,787,517.35	1,024,358.76	40%	2,565,120	2,811,876.11	25%	
0370-4000	WIP - Other Structures	3,318,717.11	1,460,633.41	29%	4,962,525	4,779,350.52	28%	
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)	0.00	0%	0	(330,287.02)	48%	
0382-4000	WIP - Parks	0.00	0.00	0%	0	0.00	0%	
0383-4000	Parks at Valuation	688,320.00	0.00	0%	0	688,320.00	39%	
0400-4000	Equipment and Furniture Fittings	4,296,923.08	0.00	0%	0	4,296,923.08	244%	
0410-4000	Accum Depn - Equipment and FF	(3,682,845.54)	0.00	0%	(33,024)	(3,682,845.54)	274%	
0411-4000	Plant	13,453,392.02	0.00	0%	0	13,453,392.02	95%	
0415-4000	Accum Depreciation - Plant	(6,076,026.32)	0.00	0%	(733,278)	(6,076,026.32)	67%	
0420-4000	Furniture and Fittings	0.00	0.00	0%	0	0.00	0%	
0430-4000	Accum Depn - Furniture and Fittings	0.00	0.00	0%	0	0.00	0%	
0445-4000	Plant Clearing Account	0.00	246,667.73	14%	1,800,000	246,667.73	4%	
0500-4000	Road Infrastructure at Cost	0.00	0.00	0%	0	0.00	0%	
0510-4000	Road Infrastructure at Valuation	337,183,963.62	0.00	0%	0	337,183,963.62	147%	
0520-4000	Accum Depn - Road Infrastructure	(46,997,957.80)	0.00	0%	(3,003,210)	(46,997,957.80)	105%	
0525-4000	WIP - Road Infrastructure	1,099,321.68	1,044,408.23	26%	3,949,133	2,143,729.91	11%	
0530-4000	Water Infrastructure at Cost	1,043,843.48	0.00	0%	0	1,043,843.48	384%	
0540-4000	Water Infrastructure at Valuation	27,387,863.32	0.00	0%	0	27,387,863.32	143%	
0550-4000	Accum Depn - Water Infrastructure	(12,571,443.95)	0.00	0%	(450,979)	(12,571,443.95)	165%	
0555-4000	WIP - Water Infrastructure	0.06	9,463.03	2%	485,000	9,463.09	0%	
0560-4000	Sewerage Infrastructure at Cost	414,175.16	0.00	0%	0	414,175.16	190%	
0570-4000	Sewerage Infrastructure at Valuation	23,537,285.63	0.00	0%	0	23,537,285.63	111%	
0580-4000	Accum Depn - Sewerage Infrastructure	(12,617,421.08)	0.00	0%	(310,002)	(12,617,421.08)	186%	
0585-4000	WIP - Sewerage Infrastructure	0.00	0.00	0%	200,000	0.00	0%	

General Ledger2020.8.27.1

Balance Sheet

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(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 27% of year elapsed. To Details. Excludes committed costs)
 MURWEH SHIRE COUNCIL (Budget for full year) Financial Year Ending 2021 Printed(MILLEES): 07-10-2020 4:13:36 PM

		OPENING	YEAR TO DATE			CURRENT BALANCE		
		BALANCE	30 Sep 2020	BUDGET	30 Sep 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	323,610.54	32%	1,000,000	1,954,771.02	66%	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	78,137.40	19%	402,090	78,137.42	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	4,188,814.74	44%	9,505,748	403,179,949.15	116%	348,207,944
	TOTAL NON-CURRENT ASSETS	398,991,134.41	4,188,814.74	44%	9,505,748	403,179,949.15	116%	348,207,944
	TOTAL ASSETS	409,637,296.08	11,169,775.06	114%	9,758,341	420,807,071.14	118%	357,635,790
CURRENT LIABILITIES								
=====								
0600-0001	CURRENT LIABILITIES							
0600-5000	Accounts Payable	0.00	1,231,305.21	---	0	1,231,305.21	---	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	182,371.50	---	0	185,911.59	>999%	16,515
0612-5000	Contract Liabilities	1,374,615.43	0.00	0%	0	1,374,615.43	---	0
0613-5000	Prepaid Rates	264,573.71	0.00	0%	0	264,573.71	---	0
0615-5000	PAYG Payable	1,926.15	0.00	0%	0	1,926.15	---	0
0625-5000	Payroll Suspense	0.00	(1,332.43)	---	0	(1,332.43)	---	0
0630-5000	Wages Advance	0.00	0.00	0%	0	0.00	0%	0
0632-5000	RDO & Toil Accumulated	18,129.08	(3,728.87)	---	0	14,400.21	71%	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 Upgrade Current Loan	42,045.57	(10,080.10)	---	0	31,965.47	-84%	(38,036)
0675-5000	Annual Leave payable	993,522.97	51,823.31	---	0	1,045,346.28	124%	846,327
0680-5000	Long Service Leave Payable	1,143,323.73	(4,928.60)	---	0	1,138,395.13	92%	1,237,872

General Ledger 2020.8.27.1		Balance Sheet				Page - 4		
(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 27% of year elapsed. To Details. Excludes committed costs)								
MURWEH SHIRE COUNCIL (Budget for full year)		Financial Year Ending 2021				Printed(MILLEES): 07-10-2020 4:13:36 PM		
		OPENING	YEAR TO DATE		CURRENT BALANCE			
		BALANCE	30 Sep 2020	BUDGET	30 Sep 2020	BUDGET		
0685-5000	Sick Leave Payable	234,317.05	6,514.51	---	0	240,831.56	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	12,807.91	---	0	42,802.08	---	0
0698-5000	Salary Sacrifice Deduct - After Tax	(31,144.29)	(9,860.22)	---	0	(41,004.51)	---	0
0699-5000	Suspense Account: General Account	3,541.17	147.60	---	0	3,688.77	21%	17,294
0600-0001	CURRENT LIABILITIES TOTAL	6,248,130.27	(458,252.88)	---	0	5,789,877.39	418%	1,385,266
TOTAL CURRENT LIABILITIES		6,248,130.27	(458,252.88)	---	0	5,789,877.39	418%	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		10,166,865.93	(458,252.88)	168%	(272,429)	9,708,613.05	244%	3,974,549
NETT ASSETS/(LIABILITIES)		399,470,430.15	11,628,027.94	116%	10,030,770	411,098,458.09	116%	353,661,241

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 (Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 27% of year elapsed. To Details. Excludes committed costs)
 MURWEH SHIRE COUNCIL (Budget for full year) Financial Year Ending 2021 Printed(MILLEES): 07-10-2020 4:13:36 PM

		OPENING	YEAR TO DATE		CURRENT BALANCE	
		BALANCE	30 Sep 2020	BUDGET	30 Sep 2020	BUDGET
<u>COMMUNITY EQUITY</u>						
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 - Bldgs & 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	11,628,027.94	117%	9,963,830	11,628,027.94 117%
0825-7000	Year End Surplus/Deficit	77,538,561.71	0.00	0%	1,711,977	77,538,561.71 78%
0800-0002	SHIRE CAPITAL TOTAL	399,470,430.15	11,628,027.94	100%	11,675,807	411,098,458.09 118%
0830-0002	RESERVES					
0800-0001	EQUITY TOTAL	399,470,430.15	11,628,027.94	100%	11,675,807	411,098,458.09 118%
	TOTAL COMMUNITY EQUITY	399,470,430.15	11,628,027.94	100%	11,675,807	411,098,458.09 118%



Human Resources Report

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

RECRUITMENT

VACANCIES	APPOINTMENTS	RESIGNATIONS
Internal 1. Multiskilled Plant Operator 2. Multiskilled Plant Operator (Backhoe) 3.		Normie Baker
External 1. EOI Plant Operators 2. Diesel Fitters 3. Engineering Technical Officer 4. Director Corporate Services 5. Tourism Manager	Open 12 months Fabian Hardwick 2/10 2/10 16/9	Brendan Edwards Ken Timms Monique Johnson

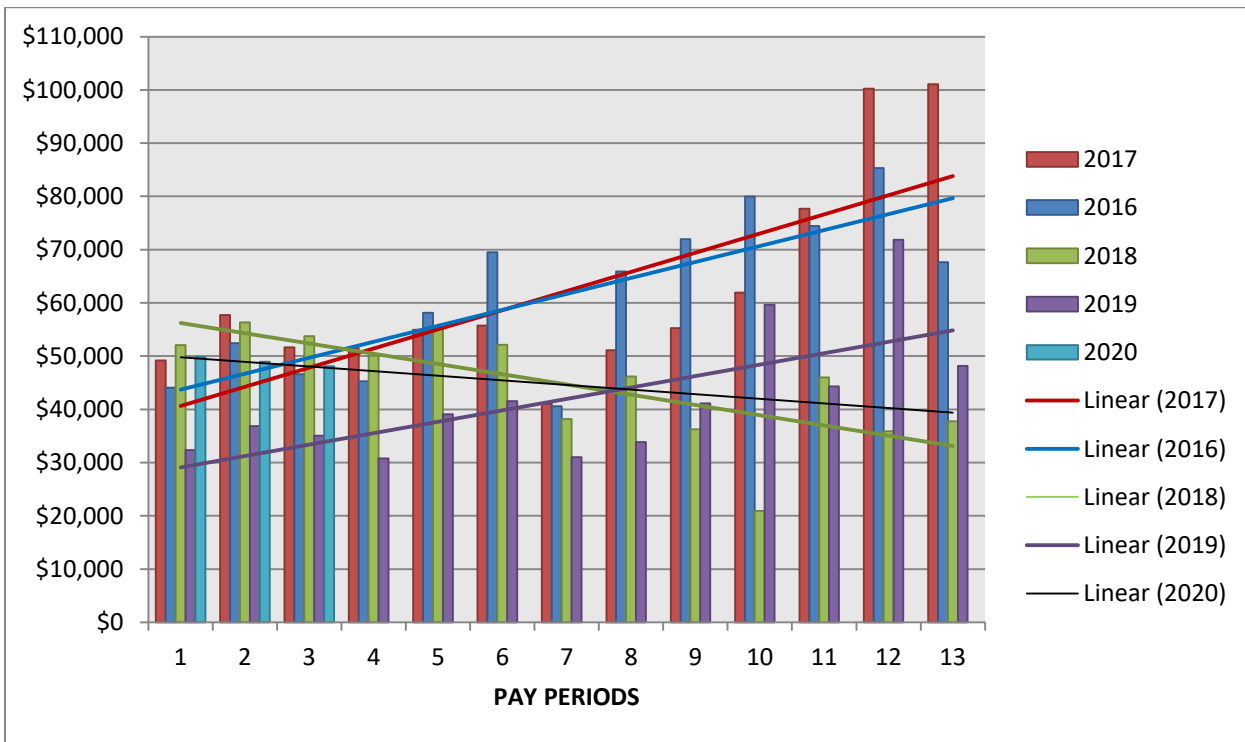
TRAINEES/APPRENTICES

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				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

ENTERPRISE BARGAINING

n/a



TRAINING	
Course	No. Attended
First Aid	36

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
Repealed (for Council Approval)	
Nil	
OTHER	
<ul style="list-style-type: none"> Performance Appraisals to be completed annually – not mandatory Staff Breakfast & Xmas Party – TBA 	

 <p>Murweh Shire Council SHIRE OF MURWEH MURWEH - CHARLEVILLE - ARGATHILLA</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>
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Report for

Month of September 2020

Monthly Statistics

Cosmos Tourism Breakdown:

The September school holiday's has been a continuation of full shows. We have had daily wait-lists with more people than were booked onto a night shows.

Covid 19 requirements have been a very big manpower requirement with the increase in customers entering the Cosmos Centre. We have had to use a numbered card system allocated to customers upon arrival in conjunction with temperature checks. At times we have had to restrict access to some customers until others departed the Cosmos building. The system worked well and most customers were obliging with either waiting or returning latter when required.

Lost revenue for the Month was contributed to cloudy days and nights.

The numbers of people attending tours for September has been very steady, as seen in figure 1. We had a break in at the Cosmos Centre, Sunday 20/9/20 with the loss of our safe and contents. We lost trade and time on the Sunday as police had to conduct fingerprinting etc. We re-opened the Cosmos Centre at 4PM. On the 26th of September 20 we had a fan unit on the air conditioner breakdown. The part was ordered and we have been without full air conditioning for the remaining week of September. We also have had a number of staff away due to school holidays. For these reasons, I have had to use the remaining staff in excess of their normal allocated hours to achieve outcome on tours. The staff allocated and trained were not sufficient for the height of the school holiday period. This was attributed to the Covid 19 (Mar – Jun) restrictions on trading and then the opening of Covid restrictions so rapidly. Strongly suggest that next peak season, with or without Covid 19 restrictions we look harder at the staff required to achieve the aim.

Allyn Hartley
Cosmos Centre Co-Ordinator



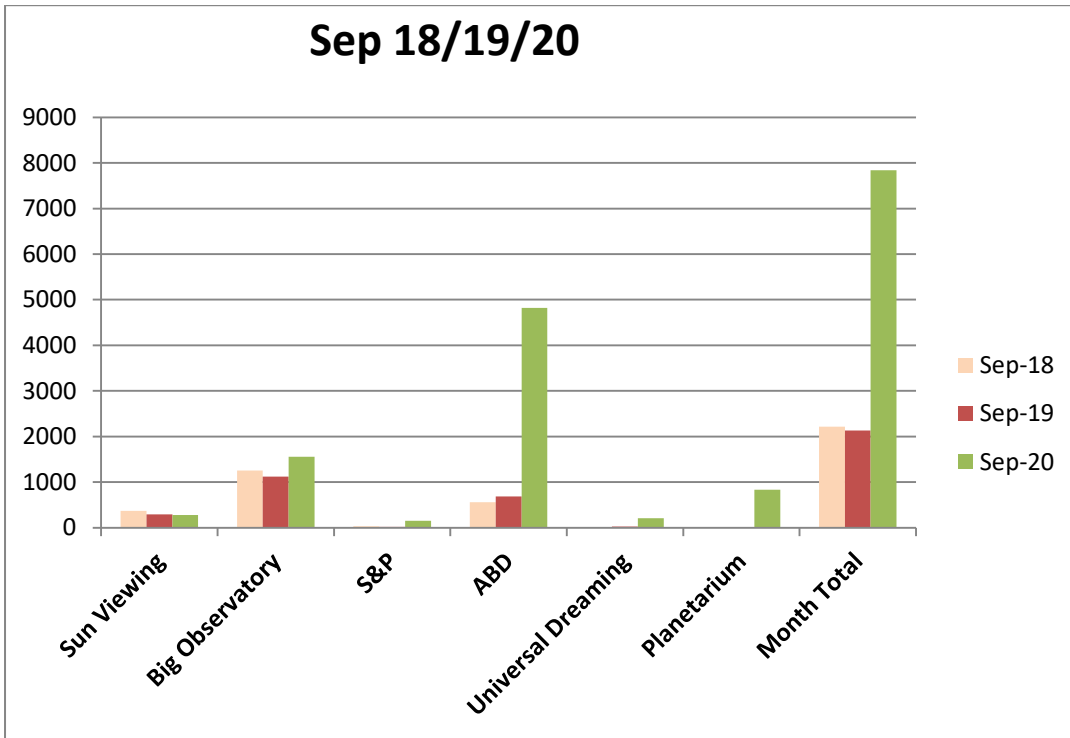


Figure 1: Number of people attending tours

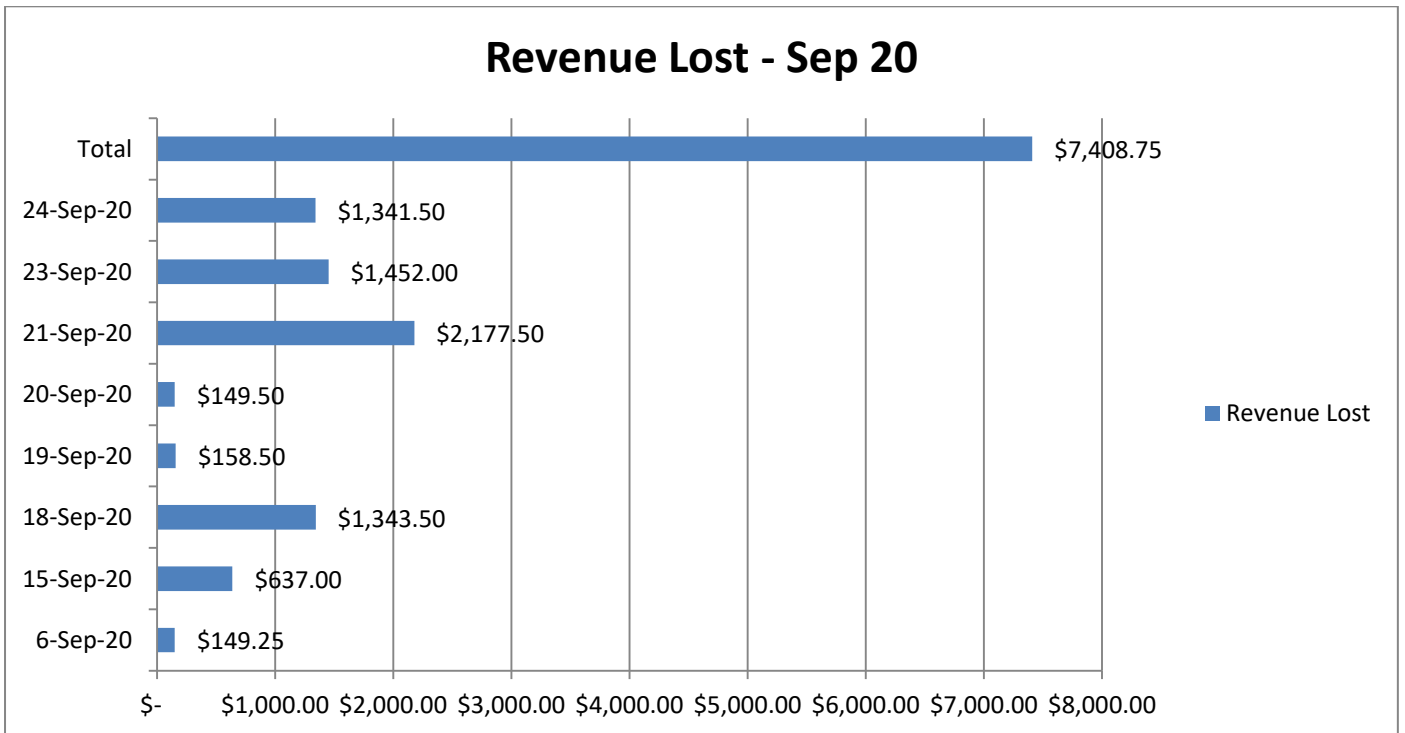


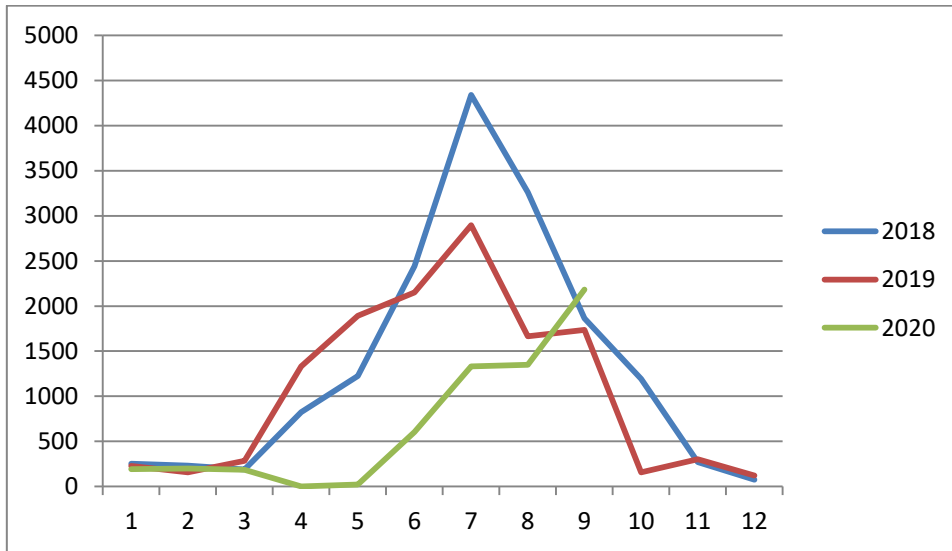
Figure 2: Lost revenue due to Cloud.



Visitor Numbers for September 2020

September has been a busy month with our visitor numbers surpassing September 2019 and 2018! From feedback supplied from visitors many are saying they are staying a third night as there is more than they thought to see and do.

Total for September 2020: 2183



Charleville Visitor Information Centre Business

Foyer

During September we have made a World War II display area, continued with the botanical displays, we are offering tea, coffee and a range of biscuits for Driver Reviver, added specimen jars of bilby (male, female and joey) wallaroo and yellow footed rock wallaby poo which has been popular with all ages. When people are disappointed at not seeing the bilbies we can say ‘but you can see bilby poo’ and then we tell them the good news story of the bilby baby boom during Covid.

Souvenir Stock

We have added locally made beef jerky and children’s books to our stock for sale. In September our souvenir sales totalled \$4,283.35 (last year September was \$2,061.30 and the year total was \$12,259.10).

Grounds

We have recommenced watering the picnic area which is already greening up nicely and repositioned the picnic tables under the trees to start to make the area more inviting and already it is being used by visitors as a picnic area.

Other

- During this month I escorted David McGonagall around town and to the botanic reserve. David is writing a piece for the Sydney Morning Herald.
- Recommended the brochure recycling container.
- New plants have been planted in the front pots and are blooming already making the place look special.

Feedback

We continue to get overwhelming feedback on the Botanic Reserve.

"I am a wildflower enthusiast and was given the best advice on where to see them. The Botanic Gardens were delightful. We spent a couple of hours walking around finding little treasures. We returned to the Tourist Centre to get some help identifying them. Thank you!" Sandra

"The Botanic Reserve was excellent, wonderful natives in flower. It will be brilliant when completed. Danielle and the staff at the centre were excellent. Very friendly with excellent knowledge and great service."

Training

I completed my First Aid Training on the 28 September. I would like to see more of our staff at the VIC with their first aid plus a defibrillator here. It is proven that defibs save 30% more lives.

Transportion

We receive a large amount of enquiries re transportation around town from both visitors and 'locals' such as nurses who have come to do a stint working here. Now the train is back to twice a week we are seeing an increase of people arriving one train day and staying till next train day. A courtesy bus and even push bikes for hire could be a welcome addition in the future.

Walks and Trails

I am currently re-writing the Warrego River Walk and The Cobb & CO Trail Guide for our visitors.

Recommendation:

Sign/Town Map

A sign similar to the one at the front of Cosmos and Town Hall/Post Office, out the front of the VIC could assist with travellers when centre is closed. It could host accommodation providers and points of interest marked on there as well? People pull up to view the A frame boards so this may be useful for when the centre is not open and keep the area a little tidier as well.

Kind Regards,
Danielle Lancaster
VIC Coordinator





Murweh Shire Council Council Report September 2020

REPORT: Top Secret WWII Tour & Base – September 2020 – Sam Cunningham

September figures

September has been the busiest, most successful month since WWII Tours started; we had a total of **941** guests purchase a tour which is over **400** more guests than last years September figure.

New Top Secret WWII Base

The new Top Secret Base had its soft opening on the 2nd October. Since opening we have had a total of **189** guests through the door, most guests are spending 15-20 minutes in the Base itself. We are currently charging \$5 Adult \$2.50 Children; I will include a more detailed report on the Base next month, after a full month of operations.

I am excited as to what the next few months entail regarding the base. With a few technical teething issues over the opening weekend which have now been resolved, the feedback from guests has been fantastic so far. We are all excited and optimistic for stage 2.

Feedback

The general feedback from September has again been excellent. Most guests were extremely satisfied with the tour and tour guide. Only a handful of feedback forms fell short of 10/10. One comment we do often receive is "Very good value for money" as good as this is, I do feel a slight increase of around 20% in price would not deter customers from still purchasing.

We also introduced a new casual WWII guide (Emily Egan) to our team; she has been fantastic, extremely keen to learn and provides a professional service to our guests. Emily has been vital, in allowing me to step back from the tours and complete the jobs necessary to opening the new Base in time, whilst she still provides for our guests. Emily would be highly beneficial as the second guide, for either the Base or the Tours, her retail and customer service skills are brilliant and she has doubled up as a casual for Danielle when required at the VIC.

Areas to improve

Moving forward into 2021, we will need to create a strategic/business plan so that the WWII tours, Base and Cosmos Centre and tours, compliment each other, to prevent clashing and large gaps in the day in which tourists will then leave the Top Secret Precinct. Ideally we would like to retain tourists in this complex all day as opposed forwards and backwards into town as this is a deterrent. With attractions such as the Cosmos Centre, WWII Tours and Base, RFDS, Aviation Museum and potentially 2 cafes (Mulga & Cosmos) tourists should be spending the majority of their day here.

I would advise that the dirt road around the back of the medical centre be gravelled as this is the only section which becomes saturated after heavy rain, with the predicted wet summer on its way, I feel this

would prevent frequent cancellations due to poor traction, also for a WH&S matter, it prevents guests from slipping in the mud.

Logistically, this year has been rather challenging. Currently, we are using the “Experience Charleville” car for the WWII tours. I am aware that this topic has been previously discussed, however in peak season; we run 3 tours a day (which has been pushed to 4 when we had reliable staff). 3 tours take 5.5 -6 hours a day.

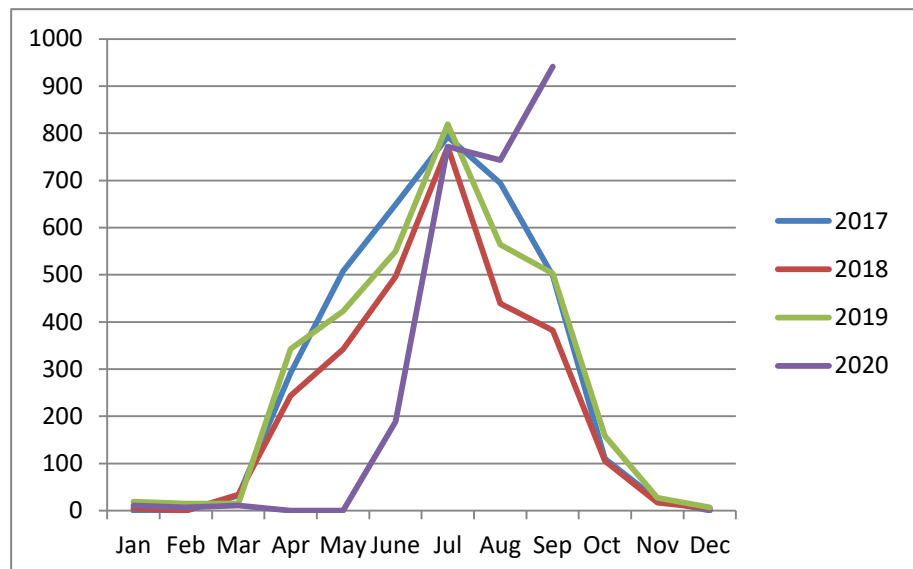
Looking ahead for 2021, I believe it would be extremely beneficial for the WWII Tour/Base to have its own vehicle in which guides can conduct tours and other daily necessary operational procedures (e.g. banking, meetings). This then allows the Tourism Manager use of their vehicle freely, unlike many occasions this year.

Overall

As a whole WWII Tours have been a huge success this month, with the borders to other states still closed, we were apprehensive about how September would unfold. Surprisingly and pleasingly Queenslanders have done themselves proud.

As you can see in the data provided, September 2020 is an anomaly compared to previous years. With the impact of Covid travel restrictions, lack of international travel, I believe the end of 2020 season will extend as far as early December.

Keep up the good work, well done team.



Sam Cunningham
WWII Secret Base & Tour Guide



Experience Charleville
 Outback Queensland




Experience Charleville
Outback Queensland

Murweh Shire Council Tourism Report
Report for September 2020

Community Programs - Meetings with Individuals and Groups

Meetings/engagements	Issue/s	Actual Date
Mark Hampel	Introduction of Date Farm tours	22/9/20
Bus Queensland	Competition through Bus Qld & Charleville promotion	25/9/20
Wholesale reservations	Sunlover/Flight Centre updates	28/9/20
QTIC	Accreditation for WWII & Cosmos Product	29/9/20
Peter Bellingham	Short videos for Murweh	30/9/20

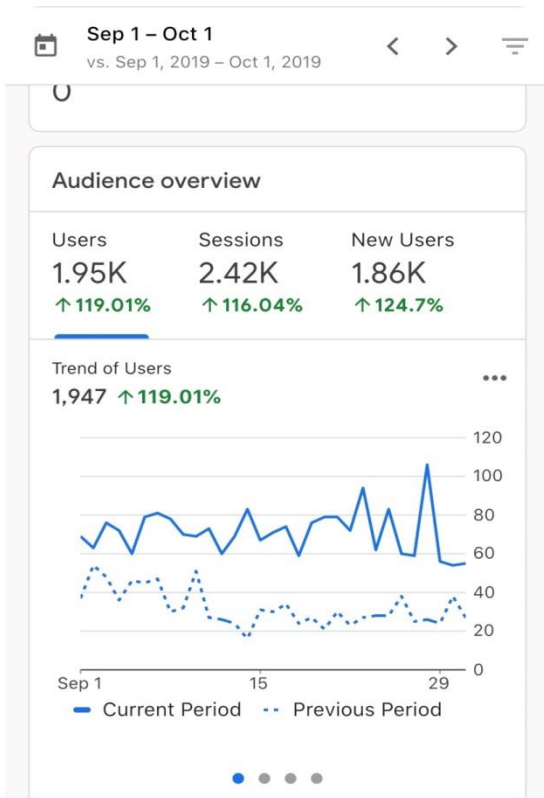
Charleville App -<http://charleville.eventapp.com.au/>

We invite all local businesses to put their product on the App and promote one application rather than having many social sites for everything. Details to be emailed to tourism@murweh.qld.gov.au

Events

Please forward any upcoming events via email & include *Who, What, Where & When* details and a good hi res image if wanting it added as well as we shop with our eyes.

Experience Charleville Website stats – Data collection



September 2019-September 2020 shows a 119% increase in users.

General Tourism Business and Operations

Well we have had a few changes since the last report and the numbers are going crazy in Outback Queensland. All regions talking about numbers like they've never had before so Covid has increased the visitation to Outback Queensland and also the demographic has changed compared to the previous years. Lots of travellers have been using motel accommodation rather than the traditional camper/van. There are plenty of grey nomads still but great to see others making the trip and enjoying what we have on offer here.

This month we saw the completion of Stage 1 of the WWII Secret Base. Fantastic display completed by Xzibit and we look forward to the second stage when the time comes. A huge thanks to Sam Cunningham who has put in a lot of his own time and work time to get the display completed. Ben Heinemann and Rod Gallegos, these two men have done a brilliant job and offered much support and ideas when and where required. The WWII Secret Base is ready for visitors and it's a fabulous new opportunity for locals and visitors alike.

We have come to the end of what we call the official tourism season but in the light of Covid we are looking at an extended season with bookings currently on the system up to November. Bus Queensland has helped lengthen the season with their 10 draws that offer a travel pass to Charleville with accommodation and tour tickets for the winners. Four of these draws have already been won with six to go over the next three weeks. The winners will contact our administration team to make their travel plans and Bus Queensland has covered the costs and we thank them for this opportunity.

Mark and Veronica Hampel have the local date farm that has been growing in size and numbers over the last few years. Mark has recently approached us for some direction in developing the product. This will be another great product to add to the Murweh See and Do list as it will increase the overnight stay and the average spend in region. People are looking for that 'eco-tourism' product and this would slide straight into that category.

This month the Queensland Tourism Industry Council Accreditation process was again completed and updated for the next twelve months. This will cover our two major attractions (Cosmos & WWII) and enables our product a bigger front when it comes to marketing on other channels and with OQTA and TEQ. Especially with recently receiving the Queensland Tourism Icons Grant, it is very important that we keep these accreditations up.

Sunlover Holidays and Flight Centre have been promoting Outback Queensland very successfully in recent months. We have updated our contract rates with them again as they need to be 18 months in advance for their marketing practices. We have seen a huge rise in our Stars and Secrets packages lately; this month coming we will host 24 couples which is totally unheard of for this time of the year. Normally we would on average 2-4 a month so this growth is fabulous.

As you would all be aware by now, this will be my very last council report and I can honestly say I have thoroughly enjoyed the position and the work. You have an amazing team on the ground operating the tourism sector and should be very proud of each and every one of them. They come to work and give 100% every day of the week. The feedback we have been receiving on Google My Business, Facebook, Trip Advisor and more have been amazing. Tourism can be so different to other areas of council as the team are expected to be happy 24/7 and face the public every day of the week and that can be a job within itself. These ladies and gents are passionate about their product and their passion and determination shines through and makes the visitors stay an experience we hope they will remember forever. Thank you very much for the opportunity and I wish you all the very best for the future of Murweh.

Signing off one last time....

**Kind Regards,
Monique Johnson
Tourism Manager**





Environmental & Health Services Report

From: Richard Ranson – Director of Environmental & Health Services
Ordinary Meeting – 15th October 2020

WATER TESTING

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

SEWERAGE / WASTEWATER

Have implemented as many of the recommendation from the Department of Environment and Science as we can at the moment, and keeping them updated as we progress. I visited the upgraded STP at Cunnamulla on Friday the 11th September, and 'Pensar', the company that managed the project will be preparing a preliminary design / Quotation / Program / and methodology report for Murweh Shire Council. They are also doing this for Quilpie Shire Council.

DOG CONTROL

Registrations

Lifetime	14 for September	Total 1073
Annual	10 for September	Total 22 (for 2020/2021)

Seized Dogs

Total seized	5	Reclaimed	0
Adopted	0	Euthanized	3

Wild Dog Scalps 2020/2021

Male 94, Female 62, Puppies 0 total 156

Wild Dog Destruction Budget Remaining

\$138,225

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	1	1	0
Overgrown allotments	3	2	1
Other	0	0	0

LANDFILLS

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

FOOD PREMISES

Inspections conducted	0
Complaints	0

SWIMMING POOL

Quotes received from local contractor for construction of slab for water park. Will proceed once availability and timeline is agreed and confirmed. Works on the toddlers' pool to make entry and exit much safer, are nearing completion.

ENVIRONMENTAL CONTROL (RIVER)

Poisoning of regrowth and removal of debris from watercourses.

STOCK ROUTES

Cold room has been installed in stock routes compound for baiting programs. This allows us full independence and does not inconvenience a local business where we used to rent a cold room at approximately \$3000 per baiting program. In two years' time the rent saved will have paid for the cold room.

Aerial baiting will be conducted from the 19th to 21st October, with ground baiting the following week on the 26th and 27th October. The baiting has been split over two weeks to address the issue of fatigue management.

It is likely that this will be the last baiting program with 1080 supplied free by state government. Future baiting programs will require each bait to be injected individually, with chemical being purchased by council.



Engineering Services Report

From: Paul O'Connor – Director of Engineering Services
Ordinary Meeting – 15 October 2020

Local Roads

TIDS

- Killarney Rd 46.63 – 54.7 – 100%

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

Other

- Morven Skate Park Shade Sail – on site Nov 3
- Morven Playground fence – 100%
- AMP Buildings – starting October, complete 2020.
- Power & lights - Netball court 3 – quotes - unfunded
- Augathella Airport Extension – November
- Reticulation – Brassington Park & Charleville Showgrounds – tender awarded on site 29 October

Roadworks

Program October to Christmas (will go into new year):

- TMR project 13A – started 6 October
- Augathella airport extension
- Killarney Road Ch 71.8 – 75.7
- Widening – Adavale Rd & Khyber Rd

New Year

- 2 TMR projects Jan – June 2021

Flood Damage

- Approx. \$18M worth of works – tender for PM – recommendation this report

Industrial Estate

- Industrial Estate Roadworks – contractor on site 19 October

Plant Replacement

- Stump grinder here and operating
- SES Troupe ordered
- Tenders awarded for tractor & backhoe
- Recommendation for grader in this report

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)
Barngo Road	77
Middle Creek Road	17 + QRA
Hillgrove Road	0.69

Tantellon Road	1.87
Old Charleville Road	0.5
Yanna Road	4.04
Caroline Crossing	28.38 + QRA
TOTAL	129.48

RMPC

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

Road No	Road Name	Shouldering (km)	Edge Repairs (m³)	Crack Sealing (m³)	Gravel Carted (m³)
13A	Morven - Augathella				
13B	Augathella - Tambo		8.5	4	
18F	Mitchell - Morven				
18G	Morven - Charleville				
23B	Cunnamulla - Charleville				
23C	Charleville - Augathella	17.13			1788
93A	Charleville - Quilpie				
	TOTAL	17.13	8.5	4	1788

Water & Sewerage

No report for water and sewerage for the month of September.

Electrical

Activity	Charleville	Augathella	Morven
Design and quotes for new MSB at Cosmos with generator back-up	✓		
New observatory roof motor card change – error 7	✓		
Cracked drum and spokes on A/C #1 at racecourse complex. Strip and design	✓		

strengthening collars for retro-fit			
Installation of U.G. power from workshop office building for stores shed and then on to stock routes shed. Installation of cables, conduits and 2 x new distribution boards. Upgrade existing board at stores to facilitate extension.	✓		
Replace faulty fluros at mechanics workshop	✓		
Sewerage pump station #3 Augathella – reset pump		✓	
Fault find and rectify sewerage pump at 'John Edwards'	✓		
Swimming pool pre-start checks and tests of electrical installation. Lawn re-tic pump installation and associated works	✓		
Blown up metering board at water tower. Replace switchboard and property pole in preparation for Ergon change over	✓		
Cosmos iCloud key install	✓		
First aid & CPR course	✓		
Breakdown fountain pump at car park for replacement of top spring seal	✓		
Leaking float on AC at Morven town hall			✓

Building

Activity	Charleville	Augathella	Morven
Crossings at Brisbane Line Building	✓		
Construct fence at Brisbane Line Building	✓		
Patched window and other damages at Cosmos Centre	✓		
Concrete for kids swimming pool	✓		
Resprayed around edge of swimming pool and fence posts	✓		

Town Maintenance

Activity	Charleville	Augathella	Morven
Grave Digging	3	1	0
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			

Workshop

Heavy Vehicle Inspections

Based on the amount of preventative maintenance carried out on our machines due for the Heavy Vehicle inspections, the MSC had much higher success rate than 2019.

- 8 units passed initial inspection
- 6 units were “self-sign off” only requiring only minimal repairs (reflectors, faded signs etc.)
- 2 units required repairs that needed an authorised Roadworthy inspector to provide a clearance

Council Yard Auction

Pickles have been to the site and catalogued all of the surplus items to be sold in the Auction. These will be advertised once pickles have all of the items listed on their auction site.

Machine Tenders

The grader tender has closed and a recommendation report should be a part of this council meeting.

Fitter Employment

Fabian Hardwick has accepted a role with the MSC as a Diesel Fitter and he is to start on the 12th of October.

Assets Department

Flood Damage Works

- Progress report and Project Management for March 2019 event
 - Progress report submission, closeout preparation of submission 1 – Killarney Road
 - Closeout draft completed – Submission 1 on Killarney Road
 - Preparation of works program for delivery of approved works
- Feb 2020 Event
 - Meetings with QRA's RLO and meeting with PM for planning and updates
 - RFQ queries for project management responses
 - Project Management tender assessment and
- Capitalisation and Asset Management
 - Update of water and sewerage asset systems, web maps and apps
 - Creating road information model with all transport assets – Road asset register continued
- SWIM – Qld-Water annual report
 - Data preparation for water and sewerage usage, faults and other KPI's and submitted

Industrial Estate

Data Comms Conduits

A further length of NBN conduit has been pre-installed under the road to be constructed. This will negate the need to dig up the road and drains later. In all, five pre-installations have been carried out.

Roads & Stormwater

Analysis of the responses to the call for tenders showed that Bellwether were not only the lowest tenderer but also best satisfied the selection criteria. They were awarded the contract at the September Council meeting.

Bellwether visited the site on 28th & 29th September for familiarisation and also for a meeting with the DES and Project Manager.

It is expected that work on site will start on or about 19th October.

Retention Basin

The rim and sides of the stormwater retention basin had suffered significant erosion since being completed. This has now been repaired and the rim has been stabilised with well-compacted earth, combined with reshaping to prevent running water from entering the basin over the sides. The inner sidewalls of the basin have also been protected with geofabric. The basin is now well protected from rainfall. However, like any earth structure, it will need monitoring, and any problems that start to become evident should be repaired before they become significant.

Power Supply

Ergon delivered nineteen power poles to the estate during the month, and sixteen of these have been erected. No power cables have yet been installed to Stage 2.

Development Approvals

BA Number	Lot_Plan	Applicant Name	Service Address	Type of Works	Approval Date
7502	L1 RP211063	Darren & Sandra Gurney	164-166 Parry Street, Charleville QLD 4470	Construction of shed	03/09/2020
7511	L33 SP226232	Chris Thomas Construction	54 Albert Park Road, Charleville QLD 4470	Construction of dwelling	03/09/2020
7512	L2 RP88600	Shaun Cornwell	22 Deverell Street, Charleville QLD 4470	Construction of shed	03/09/2020
7513	L43 C14012	Chris Thomas Construction	60-68 Watson Street, Charleville QLD 4470	Construction of new school amenities	03/09/2020
7515	L122 OR316	Hutchinson Builders	230 Parry Street, Charleville QLD 4470	New water connection	11/09/2020
7516	L2 P87953	Alan & Lesley Macdonald	277 Alfred Street, Charleville QLD 4470	Extension to dwelling	23/09/2020
7518	L1 RP59980	Sweeney Burey	66 Albert Street Morven QLD 4468	Install above ground pool & fence	23/09/2020

COUNCIL RECOMMENDATIONS

1. 1 x Motor Grader REPLACEMENT – Tender MG1.20-21

Purpose

To replace our Disposed CAT 140H Grader as per the Plant Replacement Schedule

Discussion

Three Businesses replied to the tender with the MSC being supplied quotes for 4 different machines. This was a very close tender, with manufacturers/dealers increasing their inclusions and quoted price more than the MSC has seen before. This is proof the MSC Tender feedback process is working to drive for better deals for the MSC.

The assessment panel had to score on the following questions:

- Submitted Prices (20%)
- Evidence of Aftersales service and parts support and offered technical training, including any included service agreement. (30%)
- Operational Features – Features that make this machine package stand out from the opposition and ability to perform beyond expectations. (30%)
- Warranty – warranty with the best conditions and period of time that best suits the MSC. (20%)

Below are the scores from each of the assessment panel.

Assessment Panel Scores						
Make/Grader	Assessors					AVG %
	A	B	C	D	E	
Komatsu GD655-7	95	98	80	94	98	93
CAT 140 (12M)	91	91	35	92	99	81.6
CAT 150(140M)	92	88	55	87	97	83.8
John Deere 670GP	56	75	32	79	95	67.4

While the machine purchase prices vary quite a lot, there are some very contrasting inclusions and machine sizes that were submitted. While the Komatsu GD655-7 and CAT 150 are the same size, the CAT 140 and John Deere 670GP are same models of a smaller size. To correctly analyse the pricing of the machines, cost of life has to be considered.

Based on our own records, the JD 670GP has a very high maintenance/breakdown rate, and being one of the most expensive machines based on the smaller size and the packaged deal, it was not a machine of choice.

The differences between Cat machines and the Komatsu, the following comparisons need to be made. The average use of our graders currently is 1200Hrs per year, meaning the value add of the CAT service contract lowers because we would only use 1200Hrs of the 2000Hr contract provided and these machines have the highest maintenance cost of \$14.85 per machine hour. Meanwhile the Komatsu includes a 6000hr/5yr contract which could be fully utilised within the time frame, and has the service cost of \$7.76 per machine hour.

Based on our current replacement forecast of 10 Years, the following calculation can be made, using the 12000hrs of grader use within our ten year life span. All figures are based on submitted information from the manufacturer/dealer.

CAT 140 or 150

- Free Servicing – 1,200 Hours
- MSC Service Life – 11,800 Hrs @ \$14.85 per machine hour = \$175,230 Service cost over life.
- Total Cost projection(Purchase + Service) – 140 = \$612,616.89 | 150 = \$655,516.89

Komatsu GD655-7

- Free Servicing – 6,000 Hrs
- MSC Service Life – 6,000 Hrs @ 7.76 per Machine hour = \$46,560 Service Cost over life.
- Total Cost projection(Purchase + Service) = \$521,560.00

Resale Value – Looking at resale values of machines of a similar age and usage, it is noted that there is a 10%-15% increase in the resale value of a CAT Grader compared to a Komatsu Grader (roughly \$10,000 - \$15,000 on a 10 year old machine) this amount is not enough to offset the extra costs associated with the service costs of the CAT machines.

Fuel Usage – Komatsu was the only manufacturer that supplied data to prove the fuel usage of their machine. The provided data for 52 machines over a 6 month period, that is currently in use to prove their average of 11.2L per hour.

CAT did not provide fuel usage data as they currently say that if the machine uses more fuel than intended (14L/hr – 140 | 17L/Hr – 150) then they would give a parts credit to the value of extra fuel the machine uses. This deal is only available for a 12 month period.

Servicing – CAT has stated that they will not charge the MSC for travel for the service contract or the warranty life of the machine, BUT only if these repairs are scheduled during the fitters 5-10 period a month that they are in our area.

Komatsu do not charge any travel for any of their servicing or warranty repairs, at any time of the machines life.

Training – CAT offer free operator training at the time of the machine delivery and then charge for any future courses. CAT offers Fitter training, but at a cost to the MSC.

Komatsu offers free operator training for the life of the machine. Komatsu include 2 free machine specific fitter courses in their deal. Any extra courses are at a cost to the MSC

Comparison - While all machines are graders and essentially do the same thing, the next page lists a simple comparison form with the major differences highlighted

Comparison Sheet

Legend Best

	Komatsu	Cat 140	Cat 150	John Deere
Quoted Price	\$475,000.00	\$437,386.89	\$480,286.89	\$472,860.00
Base Price (With Options - No Servicing)	\$423,440.00	\$411,746.89	\$454,646.89	\$459,178.00
Service Cost per HR	\$7.76	\$14.85	\$14.85	\$7.53
Service Contract included in Quoted Price	6000hrs/5yrs	2000hrs/1yr	2000hrs/1yr	2000hrs - pay for travel
Mould Board Height in mm	660	610	660	610
Blade Accumulators	Yes	No	Yes	No
Weight Kgs - operating	19260	18400	18991	18552
Blade Down Pressure Kgs	8400	7244	7444	No info
Blade Pull Kgs	10980	10810	11020	No Info
Telematics	Free for Life	Free for 1 Yr	Free for 1 Yr	Free for 1 Yr
Engine Peak Torque	941	776	855	892
Engine Hp 1st Gear	183	183	183	180
Engine Hp 2nd Gear	183	188	188	190
Engine Hp 3rd Gear	183	193	203	200
Engine Hp 4th Gear	203	198	208	205
Engine Hp 5th Gear	203	203	213	210
Engine Hp 6th Gear	203	203	218	220
Engine Hp 7th Gear	221	208	233	225
Engine Hp 8th Gear	221	213	233	230
Maximum Speed Km/hr	44.3	46.6	46.6	45.5
Operator Control	Palm & Fingertip	Joystick	Joystick	Joystick or Fingertip
Steering Wheel	Yes	No	No	Yes
Fuel Usage L/Hr	11.2 AVG	<14	<17	12.1 AVG
Operator Preference based on Demos		No Demo		No Demo
Reasoning	Joystick control easier to get used to.			
Closest Dealer Fitter	Charleville	Roma	Roma	Brisbane
Mechanic Preference for preference		No Demo		Current machines = High maintenance
Reasoning	Both Cat and Komatsu easy to service. Good hose and harness plumbing. Good guarding around critical components			
Operator Training	Komatsu	Free for the life of the machine @ no travel charge - multiple uses		
	Cat	Training included at delivery. Pay on further training		
	John Deere	Training included at delivery. Pay on further training		
Mnufacturer level Fitter Training	Komatsu	2 Free Courses included in deal. Pay for more courses		
	Cat	Pay as you go		
	John Deere	No Manufacturer Fitter training offered.		

Based on all of the submitted and supplied information, it was the view of the assessment Panel, that the Komatsu GD655-7 grader would be best suited to the MSC for the most cost effective, productive and efficient machine, based on the information provided.

Financial Risks: Nil.

Environment Risks: Nil.

Social Risks: Nil.

Recommendation:

That Council approve the MSC to purchase of the Komatsu GD655-7 Komatsu Grader for the total value of \$475,000 (EX GST).

2. Roma St West Extension (Old Charleville Road)

Roma St Morven / Old Charleville Road serves a number of businesses, including Gidgee's Bush Camp. Further requests have been received to seal this section of road.

Estimated cost to seal 800m of this road - 8m pavement, 7m seal, is approximately \$130,000, including an 8m grid.

Estimated cost to construct a floodway approximately 3.8km on Old Charleville Road is \$45,000.

Recommendation

That Council include sealing of 800m of Roma St Morven in the works program. Note – this work may be undertaken by a private contractor.

3. QRA Flood Damage – Project Management of Construction Works

The three tenders and submitted prices for this project are:

Tenderer	<i>Enginfra Consulting</i>	<i>Proterra Group</i>	<i>Shepherd</i>
Tendered Price	\$ 850K	\$1.8 M	\$ 1.3M

Council has already spent **\$ 450K** on project management activity – Engineering assessment and total approved value by QRA is **\$ 1.45M**. Total remaining is **\$ 1M**.

On the tendered prices, only Enginfra Consulting is within the remaining budget for this project. Enginfra proposes to utilise both Council's Day labour and external contractors to deliver the restoration works.

The consultant proposes to use appoint additional contractors for construction management – supervision, proof of delivery and Traffic Management. This cost has been factored into his price – supervision, accommodation, vehicle etc.

Russel Hood from Enginfra Consulting will be the Project Manager. He has an excellent knowledge of Murweh shire, having previously worked as DES.

His understanding of the region, including procurement of materials – gravel, water and contractors will be beneficial to the program.

He also has good reputation with both QRA and contractors.

Tender assessments were done by three assessors independently and matrix is attached in the appendix. Snapshot of the overall scores for each tenderer from assessors are detailed below.

Assessment Score	<i>Enginfra Consulting</i>	<i>Proterra Group</i>	<i>Shepherd</i>
<i>Assessor 1</i>	7.8	5.4	6.5
<i>Assessor 2</i>	8.6	7.05	8.05
<i>Assessor 3</i>	10	7.8	8.8

Enginfra was assessed highest by all 3 assessors.

Note:

- Enginfra Consulting tendered the lowest price
- Enginfra Consulting is the only tenderer within the allocated budget.
- Enginfra Consulting has the best knowledge of the region and Murweh shire personnel.

Recommendation

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

MURWEH SHIRE COUNCIL ENGINEERING SERVICES COSTING SUMMARYCouncil Meeting: 15 October
2020**ROAD MAINTENANCE AND FLOOD DAMAGE**

Road No	Road Name	Routine Maintenance Expenditure	Flood Damage Estimate	Flood Damage Expenditure
4001	Adavale Road	\$ 12,326.48		
4002	Alice Downs Road			
4003	Allambie Road			
4004	Allendale - Warrah Road	\$ 2,245.26		
4005	Armadilla Road			
4006	Bakers Bend Road			
4007	Balmacarra Road	\$ 177.05		
4008	Bannermans Road			
4009	Barngo Road	\$ 60,088.56		
4010	Biddenham Road	\$ 9,302.19		
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			
4019	Albury Road			
4020	Caldervale - Khyber Road	\$ 5,160.33		
4021	Auburnvale Road			
4022	Calowrie Road			
4023	Cargara Road			
4024	Caroline Xing Road	\$ 14,673.40		
4025	Clara Creek Road	\$ 6,783.66		
4026	Cooladdi Access Road			
4027	Cooladdi-Langlo Crossing			
4028	Cooladdi-Yarronvale Road			
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	\$ 38,699.89		
4050	Killarney Road	\$ 1,623.72		
4051	Laguna Road	\$ 202.95		
4052	Langlo River Road			
4053	Maruga Road			
4054	Maryvale Road	\$ 2,984.43		
4055	Merrigang Road			
4056	Merrigol Road			
4057	Middle Creek Road	\$ 34,016.11		
4058	Mona Road	\$ 1,014.99		
4059	Mt Maria Road	\$ 152.23		
4060	Meigunya Access road			
4061	Mt Tabor Road	\$ 16,515.25		
4062	Murweh Road			
4063	Narrga (Raincourt) Road			
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	\$ 5,406.04		
4072	Norah Park Road			
4073	No 7 Block Road			
4074	Old Charleville Road	\$ 323.62		
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			
4080	Oxford Downs Road	\$ 179.40		
4081	Perola Park Road			
4082	Pinnacle Road			
4083	Red Ward Road	\$ 27,482.26		
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 Rioad			
4095	Uabba Road			
4096	Urana Road			
4097	Valeravale Road			
4098	Wallal-Riversleigh Road			
4099	Wardsdale Road			
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	\$ 6,150.51		
4119	27 Mile Gardens Road			
4120	Bollon Road	\$ 762.20		
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	\$ 142.42		
4137	Rainmore Road			
4138	Westlyn Road			
	Total	\$ 275,549.05	\$ -	\$ -
	Budget	\$ 1,200,000.00		
	Percentage Expended	23%		
	Percentage through Year	27%		

PLANT MAINTENANCE

Item	2019-2020 Expenditure	2020-2021 Expenditure
Wages	\$ 190,686.15	\$ 60,180.74
Parts	\$ 617,121.10	\$ 175,037.06
Tyres & Tubes	\$ 103,412.75	\$ 44,817.30
Fuels & Oils	\$ 676,525.04	\$ 154,673.86
Registration	\$ 105,506.86	\$ 3,246.92
Wages (supervision)	\$ 187,436.14	\$ 55,529.51
Consumables	\$ 38,633.67	\$ 8,543.73
Workshop Apprentice	\$ 47,236.40	\$ 8,782.53
Insurance	\$ 45,904.13	\$ 57,308.00
Total Expenditure	\$ 2,012,462	\$ 568,119.65
	Budget Expenditure	\$ 1,727,263.00
	Percentage Expenditure	\$ 568,119.65

Revenue to Date	\$1,134,479.58
Budget Revenue	\$ 3,572,040.00
Percentage Revenue	32%
Percentage through Year	27%

URBAN STREET MAINTENANCE

Item	2019-2020 Expenditure	2020-2021 Expenditure
Augathella Street Lighting	\$ 16,816.40	\$ 2,535.60
Morven Street Lighting	\$ 5,147.26	\$ -
Charleville Street Lighting	\$ 63,982.70	\$ 9,395.92
Augathella Street Maintenance	\$ 169,646.89	\$ 36,924.57
Morven Street Maintenance	\$ 98,572.46	\$ 24,372.88
Charleville Street Maintenance	\$ 509,187.52	\$ 234,809.86
Augathella Street Cleaning	\$ 24,653.77	\$ 21,286.34
Morven Street Cleaning	\$ 27,446.48	\$ 10,892.18
Charleville Street Cleaning	\$ 259,040.53	\$ 72,704.48
Charleville Mowing/Slashing/Weeds	\$ 14,736.70	\$ -
Morven Mowing/Slashing/Weeds	\$ 29,404.82	\$ 2,119.37
Augathella Mowing/Slashing/Weeds	\$ 69,128.96	\$ 14,369.42
Total Expenditure	\$ 1,287,764	429,410.62
	Budget	\$ 1,100,000.00
	Percentage Spent	39%
	Percentage through Year	27%

PUBLIC FACILITIES MAINTENANCE

Item	2019-2020 Expenditure	2020-2021 Expenditure
Augathella Public Facilities Maintenance	\$ 18,825.53	\$ 6,007.99
Morven Public Facilities Maintenance	\$ 25,722.95	\$ 9,905.17
Charleville Public Facilities Maintenance	\$ 51,447.85	\$ 16,440.76
Augathella Vandalism Expenses	\$ 250.46	\$ -
Charleville Vandalism Expenses	\$ -	\$ 23.50
Morven Vandalism Expenses	\$ 139.84	\$ -
Total Expenditure	\$ 96,386.63	\$ 32,377.42
	Budget	\$ 142,800.00
	Percentage Spent	23%
	Percentage through Year	27%

PARKS AND GARDENS MAINTENANCE

Item	2019-2020 Expenditure	2020-2021 Expenditure
Augathella Parks & Garden	\$ 132,043.51	\$ 31,687.94
Morven Parks & Garden	\$ 108,543.29	\$ 33,467.11
Charleville Parks & Garden	\$ 628,180.50	\$ 161,112.52
Total Expenditure	\$ 868,767.30	\$ 226,267.57
	Budget	\$ 641,900.00
	Percentage Spent	35%
	Percentage through	27%

Year 

Recommendation / Report

From: Neil Polglase – Chief Executive Officer
 Ordinary Meeting –15 October 2020

Subject

Customer Service Charter

PROPOSED RESOLUTION:

That Council adopt the customer service charter as presented.

BACKGROUND:

Purpose	The charter sets out the obligations on Council in responding to customer enquiries and / or complaints and timelines for response. Also establishes how customers can make a complaint or enquiry if not satisfied with the service in responding to their enquiry as well as ethical standards in providing enquiries and responding to enquiries.
Financial Risks	Nil
Environment Risks	N/A
Social Risks	N/A
Recommendation	That Council adopt the customer service charter as presented.

Neil Polglase
 Chief Executive Officer



CUSTOMER SERVICE CHARTER

OUR COMMITMENT TO YOU

Murweh Shire Council is committed to working with our community to build and enhance relationships and partnerships with our communities and customers.

Council's Customer Service Charter outlines our commitment to you and the process for making requests and providing constructive feedback about the service you receive. This Charter outlines your rights, the standards you can expect to receive and your options if we don't meet those standards.

WHENEVER YOU CONTACT US WE WILL:

- Where possible resolve your enquiry at the first point of contact
- Answer your call as quickly as possible. Our target is an average answer time of 60 seconds.
- Respond to phone messages within the next 2 business days.
- Acknowledge email (via mail@murweh.qld.gov.au)
- Acknowledge written correspondence within 10 business days.
- Respect your privacy by treating all information you provide confidentially in accordance with the Right to Information Act 2009 (Qld) and Privacy Act 2009 (Qld).

WHAT IF YOU ARE NOT HAPPY WITH OUR RESPONSE?

If we have failed to meet specified standards or if you feel we have mishandled a situation, we will do our best to correct this. If the issue raised cannot be easily resolved, we will involve you in discussions and let you know approximate timelines.

We are committed to dealing with complaints fairly, confidentially and promptly. However we recognize that there are times when you will disagree with our actions. That is why we have an Administrative Action Complaints Process Policy and Procedures in place. In accordance with the Local Government Act 2009 this process is designed to:

- Cover all administrative complaints made to Council
- Require Council to respond quickly and efficiently, and in a fair and objective way
- Include the criteria considered when assessing whether or not to investigate a complaint
- Require Council to inform the affected person of Council's response to the complaint and the reasons behind its decision (within the guidelines of the Information Privacy Act unless the complaint was made anonymously).

HOW CAN YOU HELP US PROVIDE A BETTER SERVICE?

When contacting Council you can help us by:

- Using our public email or phone number.
- Providing as much accurate information as possible, stating the address or property description, your name and contact number.
- Working courteously with our staff to resolve the issue.
- Telephoning first to make an appointment with an officer if your matter is lengthy
- Letting us know when things change eg. Contact details
- Providing feedback about your experience with Council – this helps us to improve our services to you.





MUTUAL RESPECT

'We value our staff and will protect them from aggressive, abusive or bullying behaviour'

Everyone can expect to be treated in a polite and respectful manner. We are committed to working together to solve problems. This is best achieved when interactions are honest and reasonable.

If any customer is abusive or unreasonable aggressive, we may:

- Walk away from the conversation
- Terminate a phone call
- Block emails
- Remove social media posts
- Apply case management

CONTACT US

In person: 95-101 Alfred Street, Charleville

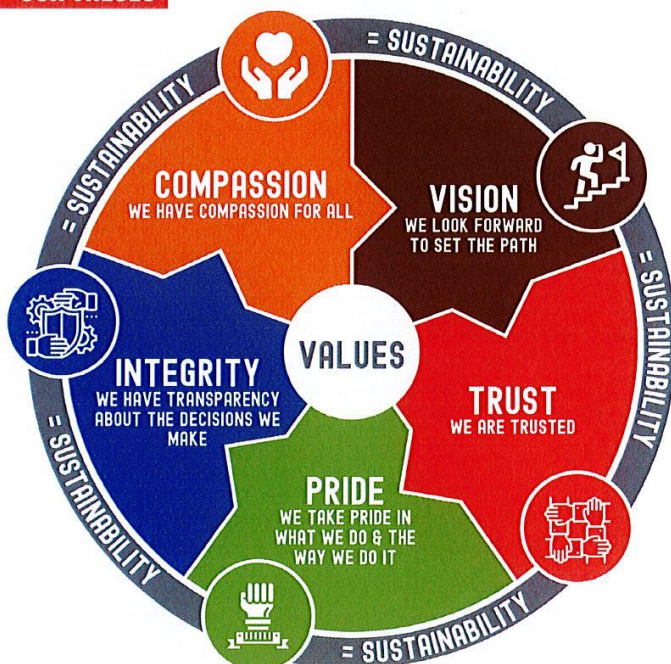
Email: mail@murweh.qld.gov.au

Mail: PO Box 63, Charleville QLD 4470

Online: www.murweh.qld.gov.au

Phone: 4656 8355 (24 hours a day)

OUR VALUES





Recommendation / Report

From: Ken Timms – Director of Corporate Services
 Ordinary Meeting – 15th October 2020

SUBJECT

Request to Waive Rental Fees Due COVID19 Restrictions.

PROPOSED RESOLUTION:

That Council advise Sumit Sachdeva that his request to have rental fees for the Dental Surgery during the COVID19 restrictions waived, is approved by Council.

BACKGROUND:

Purpose

Attached is a request from Sumit Sachdeva to have the rental fees for the dental surgery in Charleville waived due to COVID19 restrictions restricting their ability to operate the dental service.

Discussion

An original request was presented to Council during the onset of COVID19 (March 2020) and Council approved same, but did not define any parameters.

The request is from 23rd March 20 to 24 August 20. This is a total of 22 weeks (being 14 weeks at \$224 and 8 weeks at \$228, a total of \$4860)

Although the rental fees have been raised, it is recommended that due to the original decision, Council now waive the rental during the period of non operation.

As per the request, COVID19 restrictions inhibited their ability to operate the dental surgery during this time.

Financial Risks: A loss of \$4,860 in revenue, whilst at the same time, Council who own the facility and the equipment still had to maintain, including calibration of same.

Environment Risks: Nil

Social Risks Nil

Recommendation *That Council waive the rental fees for 23rd March to 24th August.'*

Ken Timms
Director of Corporate Services

Ken Timms

From: sumitsachdeva_us@yahoo.com
Sent: Monday, 28 September 2020 10:04 PM
To: Ken Timms
Subject: Charleville Dental Surgery

Dear Ken,

Further to our discussion this morning, I would request for the rent of 69 Edward Street to be waived for a period of 23 March to 24 August as the practice was severely affected and closed for extended period during this time, due to the restrictions imposed by the Australian Dental Association and Dental Board of Australia in order to avoid any further risk of community transmission of CoVID.

As things have started to get COVID normal, I can ensure you that Charleville Dental Surgery has put processes to assess all patients for their clinical and epidemiological risk of COVID and all required steps have been taken to make the Dental practice Covid safe.

Many thanks for your help.

Kind regards
Sumit

Sent from my iPhone



SHIRE OF MURWEH

MORVEN - CHARLEVILLE - AUGATHELLA

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

23 September 2020

Our Reference: KT/jw

Drs. S & A Sachdeva
Charleville Dental Clinic
69 Edward Street
CHARLEVILLE QLD 4470

Dear Drs S & A Sachdeva

OVERDUE CHARGES – Rent – Charleville Dental Clinic

Further to our letter dated 31 August 2020, I advise that Council records reveal the sum of \$6756.00 remains outstanding for rent at the Charleville Dental Clinic at 69 Edward Street, Charleville.

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 installment, 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 23 October 2020 for consideration.

If full payment of the above debt or your application for payment by installment is not received by this office on or before 23 October 2020, legal action may be instigated by Council for recovery of this debt which may result in you incurring additional costs.

Yours faithfully


KEN TIMMS
DIRECTOR CORPORATE SERVICES

*Sumit will call you
in the morning*

*Sumit Phoned
28/9/20
EMAIL*

*CREDIT NOTE FOR
COVID 19 SHUT DOWN
OF 3 1/2 MONTHS* [28/9/20]

\$224 x 8 \$1792

*Jean
23/9/2020*

*224 x 84 3136
228 x 8 1824
\$4860*





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www.murweh.qld.gov.au

31 August 2020

Our Reference: KT/jw

Drs. S & A Sachdeva
Charleville Dental Clinic
69 Edward Street
CHARLEVILLE QLD 4470

Dear Sumit & Amrita

OVERDUE CHARGES – Rent – Charleville Dental Clinic

A review of our records indicates that the amount of \$5844.00 for rent Charleville Dental Clinic at 69 Edward Street, Charleville is outstanding.

Full payment of these charges have not been received by this office as at the date of writing, and perhaps you have overlooked the payment.

Please contact the me to discuss this outstanding account.

Yours faithfully

KEN TIMMS
DIRECTOR CORPORATE SERVICES



SHIRE OF MURWEH

MORVEN - CHARLEVILLE - AUGATHELLA

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www.murweh.qld.gov.au

CHARLEVILLE DENTAL CLINIC
69 EDWARD STREET
CHARLEVILLE QLD 4470

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

ABN 98117909303

TAX INVOICE REPRINT

DATE	INVOICE NUMBER
05-05-2020	15740

DETAILS	DEBIT	CREDIT	BALANCE
Rental Dental Surgery - April 2020			
* Week ending - 03.04.2020	224.00		224.00
* Week ending - 10.04.2020	224.00		448.00
* Week ending - 17.04.2020	224.00		672.00
* Week ending - 24.04.2020	224.00		896.00
DUE DATE	04-06-2020	BALANCE DUE	\$896.00

* indicates Taxable Supply

This invoice includes \$81.44 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.

CHARLEVILLE DENTAL CLINIC
69 EDWARD STREET
CHARLEVILLE QLD 4470

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

ABN 98117909303

ACCOUNT REFERENCE CDENT 15740 DATE 05-05-2020 BALANCE DUE 896.00



SHIRE OF MURWEH

MORVEN - CHARLEVILLE - AUGATHELLA

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www.murweh.qld.gov.au

CHARLEVILLE DENTAL CLINIC
69 EDWARD STREET
CHARLEVILLE QLD 4470

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

ABN 98117909303

TAX INVOICE REPRINT

DATE	INVOICE NUMBER
01-06-2020	15775

DETAILS	DEBIT	CREDIT	BALANCE
Rental Dental Surgery - May 2020			
* Week ending - 01.05.2020	224.00		224.00
* Week ending - 08.05.2020	224.00		448.00
* Week ending - 15.05.2020	224.00		672.00
* Week ending - 22.05.2020	224.00		896.00
* Week ending - 29.05.2020	224.00		1,120.00
DUE DATE	01-07-2020	BALANCE DUE	\$1,120.00

* indicates Taxable Supply

This invoice includes \$101.80 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.

CHARLEVILLE DENTAL CLINIC
69 EDWARD STREET
CHARLEVILLE QLD 4470

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

ABN 98117909303

ACCOUNT REFERENCE CDENT 15775 DATE 01-06-2020 BALANCE DUE 1,120.00



SHIRE OF MURWEH

MORVEN - CHARLEVILLE - AUGATHELLA

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www.murweh.qld.gov.au

CHARLEVILLE DENTAL CLINIC
69 EDWARD STREET
CHARLEVILLE QLD 4470

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

ABN 98117909303

TAX INVOICE REPRINT

DATE	INVOICE NUMBER
03-08-2020	15913

DETAILS	DEBIT	CREDIT	BALANCE
Rental Dental Surgery - July 2020			
* Week ending - 03.07.2020	228.00		228.00
* Week ending - 10.07.2020	228.00		456.00
* Week ending - 17.07.2020	228.00		684.00
* Week ending - 24.07.2020	228.00		912.00
* Week ending - 31.07.2020	228.00		1,140.00
DUE DATE	02-09-2020	BALANCE DUE	\$1,140.00

* indicates Taxable Supply
This invoice includes \$103.65 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.

CHARLEVILLE DENTAL CLINIC
69 EDWARD STREET
CHARLEVILLE QLD 4470

REMITTANCE ADVICE

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

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

ABN 98117909303

ACCOUNT REFERENCE CDENT 15913 DATE 03-08-2020 BALANCE DUE 1,140.00




SHIRE OF MURWEH
MORVEN - CHARLEVILLE - AUGATHELLA

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

 CHARLEVILLE DENTAL CLINIC
 69 EDWARD STREET
 CHARLEVILLE QLD 4470

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

ABN 98117909303
TAX INVOICE REPRINT

DETAILS	DEBIT	CREDIT	DATE	INVOICE NUMBER
			01-09-2020	16030
Rental Dental Surgery - August 2020				
* Week ending - 07.08.2020	228.00			228.00
* Week ending - 14.08.2020	228.00			456.00
* Week ending - 21.08.2020	228.00			684.00
* Week ending - 28.08.2020	228.00			912.00
			DUE DATE	BALANCE DUE
			01-10-2020	\$912.00

* indicates Taxable Supply

This invoice includes \$82.92 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.

 CHARLEVILLE DENTAL CLINIC
 69 EDWARD STREET
 CHARLEVILLE QLD 4470

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

ABN 98117909303

ACCOUNT REFERENCE	CDENT	16030	DATE	01-09-2020	BALANCE DUE	912.00
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Recommendation / Report

From: Ken Timms – Director of Corporate Services
 Ordinary Meeting – 15th October 2020

SUBJECT

Request to fund the erection of a fence.

PROPOSED RESOLUTION:

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.

BACKGROUND:

Purpose

Attached is a request from Letishia Johnstone for Council to part or fully fund the cost of a new fence between 5 Francis Street Charleville and King Edward Park.

Discussion

In the past Council has funded up to 50% of a standard fence where Council owns the adjoining land and Council's land is freehold.

King Edward Park is a reserve.

Funding requested is for material only, being \$1,630.

Paying any contribution to the request would set a precedent for all owner of land adjoining a reserve. For example a road is a reserve. Most water ways are reserve land.

Financial Risks: Nil

Environment Risks: Nil

Social Risks Nil

Recommendation *That Council denies the request.'*

Ken Timms
Director of Corporate Services

- 7 SEP 2020

Letishia Roberts Johnstone
51 Roe Street, St George QLD 4487
tishia_89@yahoo.com.au
0419837533

3rd September, 2020
Murweh Shire Council

95-101 Alfred Street, Charleville QLD 4470

To whom it may concern,

5 Francis Street, Charleville QLD 4470

I'm writing to you about the above mentioned address, I'm wanting to erect a fence at the back of my property which backs onto Council land which is the King Edward Park. I seek Councils approval to supply the materials required to complete the fence. I will supply the labour to erect the fence.

I have attached quotes of the materials I will need to complete the fence.

If you have any further questions please don't hesitate to contact me on 0419837533. I look forward to hearing from you in a timely manner.

Regards,

Letishia Roberts Johnstone

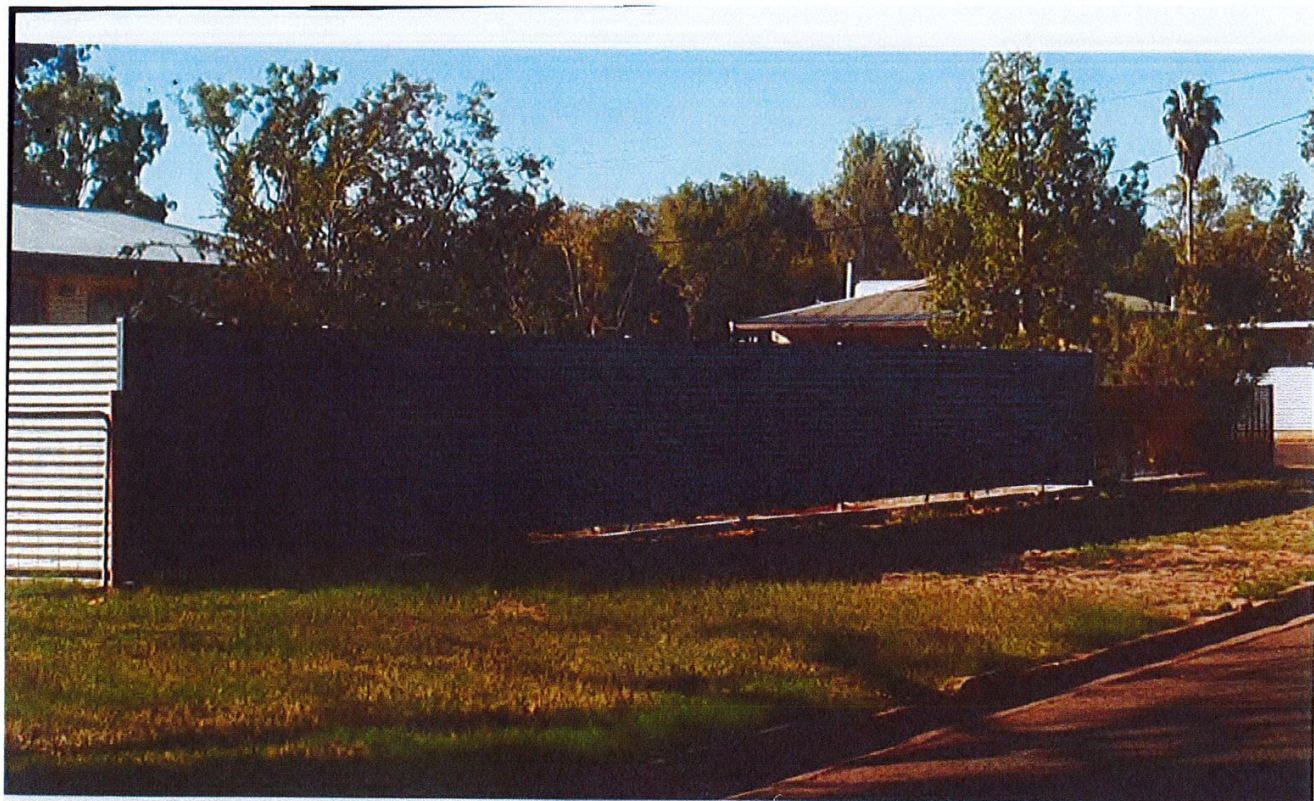
Policy for the road and any
Parcel for sale



FENCE NOW



PREPOSED FENCE IN NORMAL ROOFING IRON



Price

Cement 30 Bags @ \$10 a bag total \$300

Sand & Gravel @ \$100 a metre x2 total \$200

YOUNG'S WELDING WORKS PTY LTD

Lot 110 Industrial Estate, Charleville 4470

ABN 45 145 757 928

Ph: (07) 4654 1522

Fax: (07) 4654 1544

Mob: 0427 747 151

Email: youngswelding@bigpond.com

QUOTE

Quote For: Cash

Quote No 00012296

Date 4/09/2020

Order No

Qty	Description	Unit	Unit Cost incl GST	Disc%	Total incl GST
	Supply Steel & Coro				
20	50 X 50 X 2.5 Gal RHS 2M with Caps	EA	\$22.00		\$440.00
12	Zinc Coro 5M	EA	\$57.50		\$690.00

All goods remain the property of Young's Welding Works Pty Ltd until the balance of this invoice is paid in full.

PLEASE REMIT TO:

PO Box 344
Charleville Qld 4470

Direct Deposit: CBA
or **Young's Welding Works Pty Ltd**
BSB: 064-407
ACC: 1014 1456

Sub Total ex GST	\$1,027.27
GST	\$102.73
TOTAL incl GST	\$1,130.00
Amount Paid	\$0.00

Balance Due:	\$1,130.00
---------------------	-------------------

Print Preview

Landscape Portrait A4 A3 2D 3D 360 With Legend



PDF PNG

PRINT TO

Map Preview Additional Data



Recommendation / Report

From: Ken Timms – Director of Corporate Services
 Ordinary Meeting – 15th October 2020

SUBJECT

Application for Conversion of Lease to Freehold.

PROPOSED RESOLUTION:

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.

BACKGROUND:

Purpose

Attached is an application for the conversion of a Term Lease 0/213422 over Lot 15 on Crown Plan C14095 to Freehold.

Discussion

The parcel of land Lot 15 on Crown Plan C14095 is situated 9 Hill Street, Charleville.

The current owner is Barbara Ann Mary Burton of 9 Hill St, Charleville.

The rates have been paid in full.

The intended use of the lot is for Residential.

There is no Council infrastructure on the parcels of land.

Land is currently zoned Residential.

Financial Risks: Nil

Environment Risks: Nil

Social Risks Nil

Recommendation *That Council advises DNRME that it has no objections to the conversion of the lease to freehold.'*

Ken Timms
 Director of Corporate Services

Ken Timms

From: mail
Sent: Tuesday, 29 September 2020 1:34 PM
To: Ken Timms
Subject: FW: Request for views - Conversion of TL 0/213422 to freehold
Attachments: SmartMap for 15 C14095.pdf

-----Original Message-----

From: Anderson Joeli-Rae via eLVAS System - (Production) [<mailto:ANDERSONJ2@DNRM.QLD.GOV.AU>]
 Sent: Tuesday, 29 September 2020 1:21 PM
 To: CEO
 Cc: ANDERSONJ2@DNRM.QLD.GOV.AU
 Subject: Request for views - Conversion of TL 0/213422 to freehold

Official correspondence from Department of Natural Resources, Mines and Energy Case Id: 2020/012468

Dear Sir/Madam,

APPLICATION FOR CONVERSION OF TERM LEASE 0/231422 OVER LOT 15 ON CROWN PLAN C14095.

The department has received the above application. The proposed use of the land is residential.

The enclosed Smartmap shows the subject land and the surrounding locality.

Please advise the department of your views or requirements including any local non-indigenous cultural heritage values that the department should consider when assessing this application.

Objections to the application, and any views or requirements that may affect the future use of the land should be received by close of business on 28 October 2020. If you offer an objection to the application, a full explanation stating the reason for the objection should be forwarded to this Office.

If you wish to provide a response but are unable to do so before the due date, please contact the author before the due date to arrange a more suitable timeframe. An extension to this due date will only be granted in exceptional circumstances.

If a response is not received by the due date and no alternative arrangements have been made, it will be assumed you have no objections or requirements in relation to this matter.

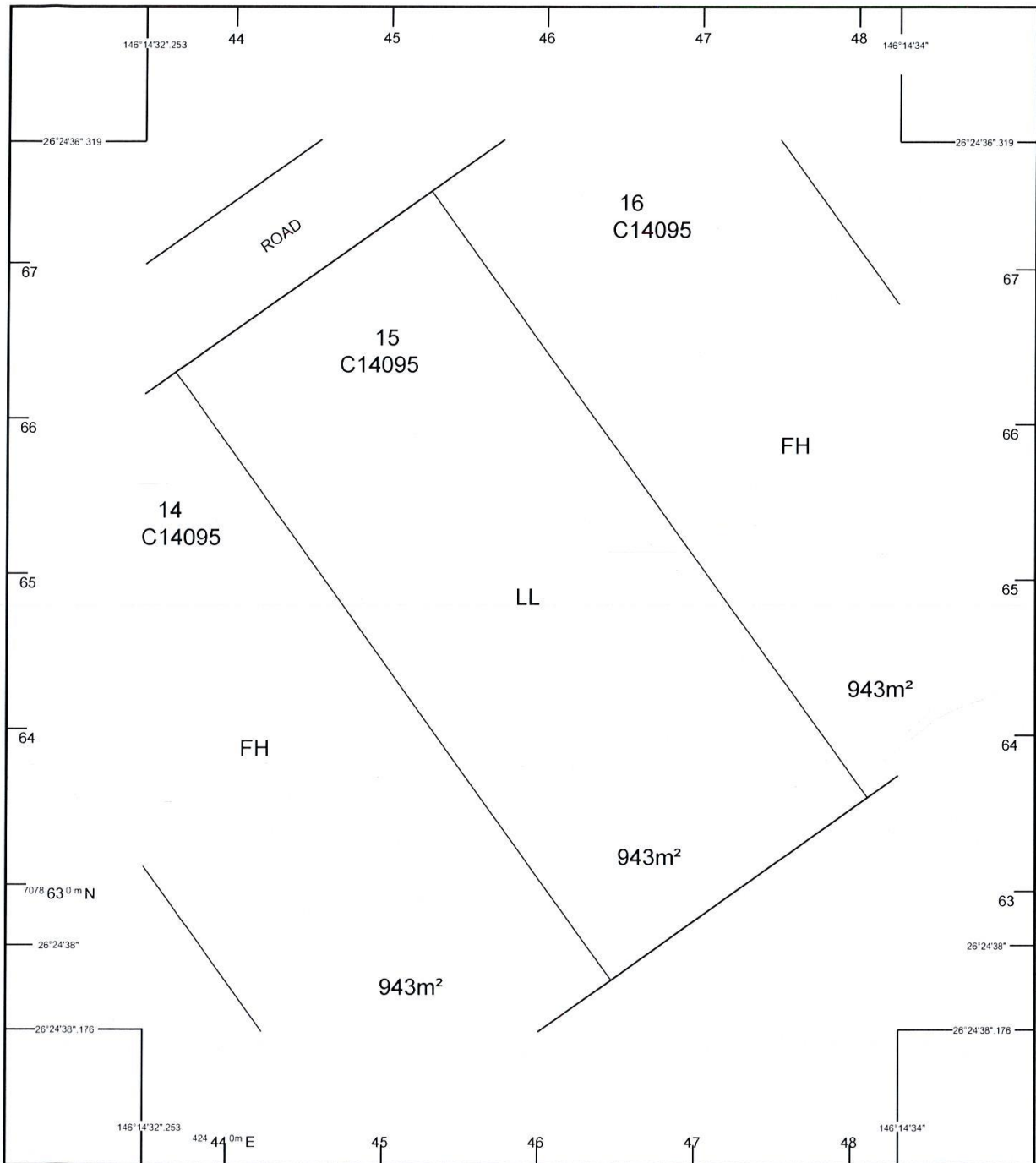
This information has been provided to you in confidence for the purpose of seeking your views on this matter. It is not to be used for any other purpose, or distributed further to any person, company, or organisation, without the express written permission of the department unless required.

If you wish to discuss this matter please contact Joeli-Rae Anderson on (07)45301277.

All future correspondence relative to this matter is to be referred to the contact Officer at the address below or by email to slam-charleville@dnrme.qld.gov.au. Any hard copy correspondence received will be electronically scanned and filed. For this reason, it is recommended that any attached plans, sketches or maps be no larger than A3-sized.

Please quote reference number 2020/012468 in any future correspondence.

Yours sincerely



STANDARD MAP NUMBER
8145-32121



SmartMap

An External Product of
SmartMap Information Services
Based upon an extraction from the
Digital Cadastral Data Base

MAP WINDOW POSITION &
NEAREST LOCATION



SUBJECT PARCEL DESCRIPTION

DCDB	
Lot/Plan	15/C14095
Area/Volume	943m ²
Tenure	LANDS LEASE
Local Government	MURWEH SHIRE
Locality	CHARLEVILLE
Segment/Parcel	42806/186

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 11/08/2020

DCDB 10/08/2020

Users of the information recorded in this document (the Information) accept all responsibility and risk associated with the use of the Information and should seek independent professional advice in relation to dealings with property.

Despite Department of Natural Resources, Mines and Energy (DNRME)'s best efforts, DNRME makes no representations or warranties in relation to the Information, and, to the extent permitted by law, exclude or limit all warranties relating to correctness, accuracy, reliability, completeness or currency and all liability for any direct, indirect and consequential costs, losses, damages and expenses incurred in any way (including but not limited to that arising from negligence) in connection with any use of or reliance on the Information.

For further information on SmartMap products visit
<https://www.qld.gov.au/housing/buying-owning-home/property-land-valuations/smartmaps>



Queensland Government
(c) The State of Queensland,
(Department of
Natural Resources,
Mines and Energy) 2020.



Legend located on next page



Scale: 1:1200

Printed at: A4

Print date: 30/9/2020

Datum: Geocentric Datum of Australia 1994
 Projection: Web Mercator EPSG 102100

For more information, visit
<https://qldglobe.information.qld.gov.au/help-info/Contact-us.html>

Includes material © State of Queensland 2020. You are responsible for ensuring that the map is suitable for your purposes. The State of Queensland makes no representation or warranties in relation to the map contents and disclaims all liability.

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Queensland Government

Department of Natural Resources, Mines and Energy

26°24'32"S 146°14'39"E



26°24'32"S 146°14'26"E

26°24'42"S 146°14'59"E

Rates Display
_ □ ×

Assessment 01680-00000-000

Owner BARBARA ANN MARY BRUTON

Key Name BRUTBA

Prop ID 3012091

Multi Owner

Primary Property Address

9 HILL STREET
CHARLEVILLE QLD 4470

Real Property Description

L15 C14095: SL 231422

Rates Payment Reference: 1-001771-3

Valuations	Current	Next
Date of Valuation	30-06-2018	
VG Valuation	10,600.00	0.00
Charging Valuation	10,600.00	0.00
Offset Allowance	0.00	0.00
Impr Deduction	0.00	0.00
Previous Valuation	10,600.00	
2 Yr Previous Valuation	10,600.00	

Classification

Area 943m²

Land Use 0200

Council Use

Division 4

History

Prev Payment Ref 02131-00000-000

Sale History

Transfer No. 717542744

Transfer Date 28-09-2016

Sale Price 0

Status

Exempt Assessment

Active Assessment

Obsolete Assessment

Notice Issued

Notice Status Printed Notice Required

Notices

Print Reminder Notices

Summary

VG

Owner

General

Services

Balances

Arrears

Transactions

Arrangements

Pensioners

Parcels

Addresses

Meters

Audit

Documents

Water Consumption

General Keys

Notes

Max

⏪ ⏩ ⏴ ⏵

Find 15

C14095

By Parcel

Map

Print

Exit



Recommendation / Report

From: Neil Polglase – Chief Executive Officer
 Ordinary Meeting –15th October 2020

Subject

Charleville Botanical Reserve

PROPOSED RESOLUTION:

For information and decision of Council

BACKGROUND:

Purpose	<p>A report is enclosed detailing works to be considered to enable Council to further develop the above reserve.</p> <p>The reserve is under the control of Murweh Shire Council with signage etc recently erected at the reserve.</p> <p>While no funding currently allocated contained within the recent Federal budget announcements is an increase in the LRCI program from \$500m to \$1.5b which could see an additional \$2.3m in funding for community projects and could be an avenue to assist in the development of the reserve.</p>
Financial Risks	No funding currently allocated in budget for 2020 / 2021.
Environment Risks	Works proposed to be assessed for environmental and cultural heritage value with possible indigenous monitor to inspect site for proposed works.
Social Risks	Strong community support and added tourism value through development of site.
Recommendation	For information and decision of Council

Neil Polglase
 Chief Executive Officer

Charleville Botanical Reserve, September 2020

Background, values and vision for the Reserve

The Charleville Botanical Reserve is an area of approximately 2,200 hectares, lying 15 kilometres south of Charleville. Previously used for light grazing under the auspices of a Stock Trucking Reserve and then a 'butcher's paddock', it became a Reserve for Environmental Purposes under the trusteeship of the Murweh Shire Council in 2003. Peter McRae, zoologist with the Queensland Parks and Wildlife Service, was instrumental in the declaration of this Reserve, as he had long recognised its conservation and educational value.

The Reserve encompasses a wide variety of species and community types, including spinifex shrubby heathlands, a range of mulga communities, coolibah floodplains, gidgee swamps, sand ridges dominated by white cypress pine and carbeen, and riparian communities along the Warrego River (on the Stock Route adjoining the Reserve). In fact, most of the major vegetation types that occur in the central Mulga Lands Biogeographic Region are represented in this small parcel of land. Over 220 plant species and 110 vertebrate animal species (including five amphibians, 25 reptiles, over 60 birds and 13 mammals) have been recorded in the Reserve. The Reserve provides an ideal place for showcasing the diverse vegetation types of the Mulga Lands, and for the travelling and local public to experience, learn about and enjoy the semi-arid landscape.

What has happened so far?

- A detailed vegetation map of the Reserve has been produced (2004)
- Route for self-guiding drive has been walked and mapped (2007-2008)
- The Reserve has been fenced from stock on the northern and western (Stock Route) boundaries (2006-2007)
- A Management Plan has been produced by a Management Committee comprised of representatives from the Murweh Shire Council, South West NRM and Save the Bilby Fund (2007)
- Interpretative signs about the Reserve and each of the major vegetation communities have been produced with support from South West NRM (2012).
- 12 km of minimal-impact track has been put in by Council (2014, 2019)

What needs to happen?

1. The 4WD track needs to be finished. This involves:

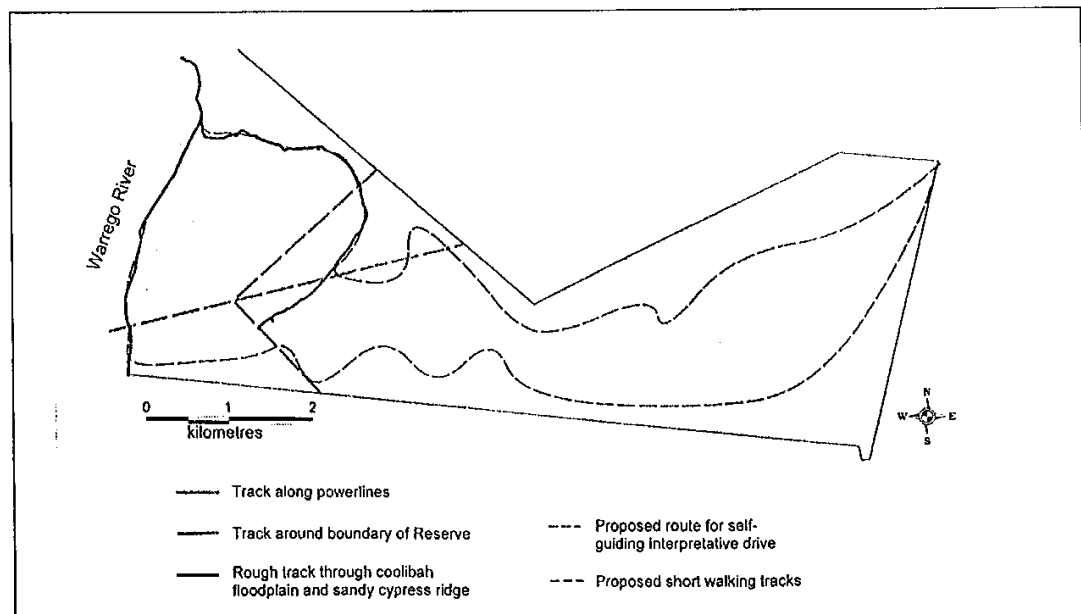
- (a) Approx. 10 km of track to clear with front-end loader (needs to be reflagged)
- (b) Grader to lightly grade over new tracks, approx. 22 km
- (c) Small areas along track to be cleared for vehicles to pull over (at signs and picnic areas)
- (d) Front-end loader to walk 10 km section of existing tracks in west of Reserve, to push and clear close vegetation.

2. Interpretative signs (seven, currently in the shed at Croxdale) need to be installed at appropriate places along the track, in each of the vegetation communities. The main information sign needs to be installed under a shelter at the front of the Reserve. We will flag with star pickets and flagging tape where signs are to go. Hardware for sign installation needs to be purchased. Shelters would be ideal for all signs to protect them from sun damage.

3. The Reserve needs to be signed from the main road. This should involve 3 roadside brown signs: 1km north, 1km south, and at turn-off on Percival Road. Reserve can also be accessed through the Stock Route from the Quilpie Road (just before the new Ward bridge), and could possibly be signed from this direction as well.

4. Ongoing and strategic management of the Reserve, based on the Management Plan, needs to occur. In particular, commitment is needed to check and maintain track weekly during tourist season.

There are further opportunities for interpretation in the Reserve area (e.g. signage of individual trees and shrubs, production of an information pamphlet/brochure, and creation of some short walking trails), but the above four points capture the necessary steps to opening the Reserve for visitors.



Map of Charleville Botanical Reserve, showing existing and proposed tracks. The northern section of the self-guiding drive track (green) has been created; the southern section remains mostly unfinished. Black lines show existing tracks that will be incorporated into the self-guiding drive. Detailed GPS track log of proposed tracks have been provided to Council.

0499 603 285 - Tracy

10/8/2020 *

INTERNAL CURRENT RESERVE SEARCH
NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Search Date: 08/10/2020 08:10

Title Reference: 49006949
Date GAZETTED: 18/01/1890
PAGE: 176Opening Ref: PL 89-14010
Purpose: ENVIRONMENTAL PURPOSES
Sub-Purpose:
Local Name:
Address:
County (R) No: R20
File Ref: RES 90-019

TRUSTEES

MURWEH SHIRE COUNCIL GAZETTED ON 02/07/1898 PAGE 19

LAND DESCRIPTION

LOT 5 CROWN PLAN RS30 GAZETTED ON 14/09/1968 PAGE 92
Local Government: MURWEH
LOT 8 CROWN PLAN RS30 GAZETTED ON 14/09/1968 PAGE 92
Local Government: MURWEH

Area: 2414.759000 Ha. (SURVEYED)

EASEMENTS AND ENCUMBRANCES

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

** End of Current Reserve Search **



Recommendation / Report

From: Neil Polglase – Chief Executive Officer
 Ordinary Meeting –15th October 2020

Subject

Morven Rail Hub – Tenders for Electrical Works

PROPOSED RESOLUTION:

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.

BACKGROUND:

Purpose

Project Mangers, Brandon and Associates have called tenders for the electrical works at the Morven Rail Hub with originally three local contractors tendering for the electrical works as specified.

These original tenders were well above the original estimate and a further refined specification was undertaken and retendered.

Enclosed for Council consideration is the tender assessment received from Project Managers, Brandon & Associates.

Financial Risks

Project budget allocation for electrical works \$315,000 with contingencies overall budget estimate currently \$750K over original budget estimate. Contract to be monitored for variations Council to apply for loan monies to cover additional expenditure.

Environment Risks

N/A

Social Risks

N/A

Recommendation

Based on the full assessment of offers received, including offer price, relevant experience, local economic stimulus and assessed construction period, the following is recommended:

- 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.

Revised project budgeting for this tender included an allowance of \$300,000 plus 5% contingencies to give a total allowance of \$315,000, which the tender of Brayley Electrical lies below, albeit with no further allowance for variations. However, at the time this figure was allowed as an upper limit and it was considered that the actual tender value would be of the order of \$250,000-\$270,000 plus contingencies.

Neil Polglase
Chief Executive Officer



CHINCHILLA | ROMA | TOOWOOMBA

Trustee For The Brandon & Associates Unit Trust
A.C.N. 010 461 113 A.B.N. 98 903 123 870

Enq: Bryan Payne – Roma
bryanp@brandoneng.com

1st October 2020

The Chief Executive Officer
Murweh Shire Council
PO Box 63
Charleville Q.4470

Dear Sir,

**re: Morven Freight Hub
Report on Tenders for Electrical Installation**

Calling of Tenders

The following tender was publicly advertised for installation of the electrical distribution system associated with the Morven Freight Hub project:

- MRH14. 19-20 Power Supply – Site Power and Lighting

Tenders closed 2pm Friday 25th September 2020.

This was a recall of this tender following significant modification of the original tender scope to reduce project costs.

Please refer to separate report for details of the process for calling these tenders.

Tenders Received

At the closing of the original tenders, the following three (3) offers were received (excl. GST):

Switched on Electrical (Charleville)	\$324,126.06
Charleville Refrigeration & Electrical (Charleville)	\$330,871.00
Brayley Electrical (Charleville)	\$416,116.09

At the close of recalled tenders, only one tender was received for the recall, as follows:

Brayley Electrical (Charleville)	\$312,878.00
----------------------------------	--------------

Subsequently an additional tender was received by email, as follows:

Charleville Refrigeration and Electrical (Charleville)	\$272,293.00
--	--------------

Acting on advice received by the CEO from Council's solicitors, the late tender was included in the tender analysis.

From these tenders, it can be seen that the modification of the original scope has reduced the tender value by \$60,000-\$100,000.

The tenders received generally conform with the conditions of tendering, however the tender of CRE does not include a significant amount of the requested minor additional schedules.

www.brandoneng.com

CHINCHILLA (HEAD OFFICE) 8 Colamba St (PO Box 147) Chinchilla Q 4413 P (07) 4668 9351 F (07) 4668 9851 E chinchilla@brandoneng.com

ROMA 24 Quintin St (PO Box 543) Roma Q 4455 P (07) 4622 3799 F (07) 4622 2041 E roma@brandoneng.com

TOOWOOMBA Level 1, 218 Anzac Ave (PO Box 36, Drayton North) Toowoomba Q 4350 P (07) 4636 4100 F (07) 4636 4300 E toowoomba@brandoneng.com

Detailed tabulations of offers received are attached, including tender schedule item breakdown costs. Please note that wide discrepancies in costs for the same work activity is relatively normal in tendering. These tabulations can however be used on occasions to highlight potential areas requiring clarification of the offer received and verification of scope of works assumed by the offeror.

Selection Criteria

Selection criteria and applicable weightings outlined in the project specifications were as follows:

Price	50%
Use of local suppliers and subcontractors	20%
Previous experience in similar projects in far western Queensland	10%
Tender completion date / contract period	20%

Review of Offer Prices

Given the size of the project and its importance to Council, as a matter of due diligence it is imperative to ensure that all offerors are fully conversant with requirements, in order that their tenders can be considered accurate and sustainable. However in this case, pricing elements are generally similar and no additional queries were considered necessary.

Please note that this does not mean that no further variations will arise during the course of the project. This is routine for construction contracts.

In accordance with the project specification, pricing information supplied was used in assessment of offers, with a weighting of 50%.

Use of Local Suppliers & Subcontractors

Offerors were required to submit details of their use of local employees, subcontractors, materials suppliers and services, where "local" was taken to mean within Murweh Shire, or westwards from Roma if there was no directly competing business within the Shire. Both tenderers have included detailed breakdowns of the businesses and contractors they plan to engage, although both have limited this to only basic subcontract work of limited value. The figures supplied have been taken at face value and used in analysis. The tabulations include a statement of methodology used.

Weighted rankings have been awarded to tenderers based on the nominated expenditure values.

In accordance with the project specification, the information supplied was used in assessment of offers, with a weighting of 20%.

Previous Experience in Similar Projects

Offerors were required to submit details of their past experience in similar construction, with a specific focus on work in south west Queensland.

In accordance with the project specification, the information supplied was used in assessment of offers, with a weighting of 10%.

Tender Period

The success of the project is critically dependent on timing. Offerors were required to submit details of their proposed works programme. The tabulations include a statement of methodology used.

In accordance with the project specification, the information supplied was used in assessment of offers, with a weighting of 20%.

Assessment of Offers

A detailed set of assessment of offers received is attached.

The pricing component was assigned a score out of 50 based on relativity to the average offer price. Full details are shown on the attached spreadsheets.

The component for past experience in similar construction was assigned a score out of 10 based on assessment of the scale and type of construction project work which the particular offeror has previously undertaken and the localities in which this work has taken place. Each of these aspects was assigned a maximum score of 5. Full details are shown on the attached spreadsheets.

The local economic stimulus component was assigned a score out of 20 based on calculation of submitted wage and non-wage element cost information. Full details are shown on the attached spreadsheets.

Timing for completion for each tender was assessed as a score out of 20 based on relativity to the average offer time for completion nominated in the offer, either directly or indirectly from works timetables submitted. Full details are shown on the attached spreadsheets.

The analysis results in a clear points margin in favour of Brayley Electrical, due to the significant difference in proposed contract period and despite the margin in tender price.

Project timing has already suffered significant slippage from undertaking the recall process and any further slippage of contract period will jeopardise project completion requirements.

Recommendations

Based on the full assessment of offers received, including offer price, relevant experience, local economic stimulus and assessed construction period, the following is recommended:

- 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.

Revised project budgeting for this tender included an allowance of \$300,000 plus 5% contingencies to give a total allowance of \$315,000, which the tender of Brayley Electrical lies below, albeit with no further allowance for variations. However at the time this figure was allowed as an upper limit and it was considered that the actual tender value would be of the order of \$250,000-\$270,000 plus contingencies.

Should you require further information or assistance, please do not hesitate in contacting this office.

Yours faithfully,
BRANDON & ASSOCIATES PTY LTD



Director

-----Original Message-----

From: Brayley Electrical [<mailto:chris@brayleyelectrical.com.au>]

Sent: Thursday, 1 October 2020 10:44 AM

To: Ken Timms; CEO

Subject: Brayley electrical - MORVEN Rail hub contract times

Hi Ken,

Just a quick email to make a slight amendment to the timeframe of my tender for the MORVEN rail rub.

Delivery of completed job would still be six weeks subject to delivery of lighting poles from date of ordering.

If you have any questions relating to this please don't hesitate to contact me.

Regards

Chris Brayley

Brayley Electrical

Po box 150

Charleville Q 4470

E. Chris@brayleyelectrical.com.au

M. 0417634602

Contract No. MRH14. 19/20		Morven Rail Hub - Site Power and Lighting			
Closed	25-Sep-20				
		Brayley	CRE		
Item	Description	Amount excluding GST			
1	Preliminaries	\$9,100.00	\$4,550.00		
2	New property pole and supply termination	\$4,600.00	\$4,342.00		
3	Mains cabling	\$19,007.00	\$21,220.00		
4	Main switchboard	\$28,817.47	\$26,253.00		
5	Submains cabling	\$44,785.00	\$41,361.00		
6	Distribution switchboards	\$16,551.92	\$10,952.00		
7	Cable support systems	\$0.00	\$2,308.00		
8	Trenching, conduits and pit system for mains and submains	\$32,924.00	\$22,182.00		
9	Supply & installation of site and security lighting poles	\$50,600.00	\$49,152.00		
10	Supply & installation of site light fittings & associated fixtures to mount to poles	\$41,612.82	\$42,951.00		
11	Supply & installation of security lighting & associated fixtures to mount to poles	\$947.00	\$5,780.00		
12	Lighting wiring systems and earthing for lighting incl. supply and termination of associated switchgear and terminal blocks at light poles	\$28,546.00	\$12,160.00		
13	Trenching, conduits and pit system for site and security lighting	\$18,339.00	\$14,950.00		
14	Subcircuit cabling	\$1,800.00	\$5,625.00		
15	Power wiring systems and earthing	\$11,947.79	\$2,769.00		
16	Trenching, conduits and pit system for all subcircuits	\$3,300.00	\$2,698.00		
17	Clean Up	\$0.00	\$3,040.00		
	Total	\$312,878.00	\$272,293.00		
	Variance %	6.94%	-6.94%		
	Rank	2	1		

Average Comments

\$6,825.00
 \$4,471.00
 \$20,113.50
 \$27,535.24
 \$43,073.00
 \$13,751.96
 \$1,154.00
 \$27,553.00
 \$49,876.00
 \$42,281.91
 \$3,363.50
 \$20,353.00
 \$16,644.50
 \$3,712.50
 \$7,358.40
 \$2,999.00
 \$1,520.00
\$292,585.50

Timing (weeks)



8.00

Contract No. MRH14. 19/20		Morven Rail Hub - Site Power and Lighting				
Closed	25-Sep-20					
			Brayley	CRE		
	<i>Total</i>		\$8,000.00	\$15,500.00		
	<i>Variance %</i>		-31.91%	31.91%		
	<i>Rank</i>		2	1		

Average
\$11,750.00

Comments
 Tenderers were asked to indicate the extent of expenditure allocated to businesses located within Murweh Shire and from Roma through to the west where there are no competing business within Murweh Shire offering the same service and standards.
 Both tenderers have included detailed breakdowns of the businesses and contractors they plan to engage, although both have limited this to only basic subcontract work of limited value. The figures supplied have been taken at face value.
 Weighted rankings have been awarded to tenderers based on the nominated expenditure values.

Contract No. MRH14. 19/20
 Closed 25-Sep-20

Morven Rail Hub - Site Power and Lighting

TENDERER	OFFER PRICE	PRICE RANK	PRICE VARIANCE	PRICE SCORE	LOCAL SUPPLIERS SELF-VALUATION	LOCAL SUPPLIERS PERCENTAGE	USE OF LOCAL SUPPLIERS SCORE	FAR WEST EXPERIENCE SCORE	CONTRACT PERIOD ASSESSMENT	CONTRACT PERIOD PERCENTAGE	CONTRACT PERIOD SCORE	TOTAL SCORE
				MAX = 50			MAX = 20	MAX = 10			MAX = 20	MAX = 100
Brayley	\$312,878.00	2	6.94%	36	\$8,000.00	2.56%	0	8	6	-25.00%	18	62
CRE	\$272,293.00	1	-6.94%	42	\$15,500.00	5.69%	2	7	10	25.00%	0	51

ASSESSMENT NOTES

PRICE SCORING METHOD	Compare price to average	-25% to -30% : 50	-20% to -25% : 48	-15% to -20% : 46	-10% to -15% : 44	-5% to -10% : 42	0% to -5% : 40	0% to +5% : 38	+5% to +10% : 36	+10% to +15% : 34	+15% to +20% : 32	+20% to +25% : 30	+25% to +30% : 28	> +30% : 26
USE OF LOCAL SUPPLIERS SCORING METHOD	Local spending as % of price	> 90% : 20	80% - 90% : 18	70% - 80% : 16	60% - 70% : 14	50% - 60% : 12	40% - 50% : 10	30% - 40% : 8	20% - 30% : 6	10% - 20% : 4	5% - 10% : 2	0% - 5% : 0		
FAR WEST EXPERIENCE SCORING METHOD	Western area experience	Far West 5	Mid West 4	Rural 3	Rural Regional 2	Regional Metropolitan 1	Other 0							
	Relevant construction type experience	Significantly Greater 5	Greater 4	Slightly Greater 3	Equivalent 2	Slightly Less 1	Significantly Less 0							
CONTRACT PERIOD SCORING METHOD	Scheduled weeks listed or calculated as %	< -25% : 20	-20% to -25% : 18	-15% to -20% : 16	-10% to -15% : 14	-5% to -10% : 12	0% to -5% : 10	0% to +5% : 8	+5% to +10% : 6	+10% to +15% : 4	+15% to +20% : 2	> +20% : 0		

SPECIFICATION

Price	50%
Use of local suppliers and subcontractors	20%
Previous experience in similar projects in far western Queensland	10%
Contract commencement date / contract period	20%



Recommendation / Report

From: Neil Polglase
Ordinary Meeting – 15 October 2020

SUBJECT

Charleville Airport RFDS Apron and Runway Upgrade Project

PROPOSED RESOLUTION:

“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.”*

BACKGROUND:

Funding:

Regional Aviation Access Program – Remote Airstrip Upgrade Program – Round 8 (Australian Government Dept. of Industry, Science, Energy and Resources & Australian Government Dept. of Infrastructure, Transport, Regional Development and Communications). Project cost is estimated to be \$1.5m – program funding up to \$750,000

Project Partner:

No other financial partners. The project is supported by RFDS.

Description:

This project will upgrade the RFDS apron and runway used by RFDS.

Project benefits:

- The project will ensure continuity of service of RFDS from Charleville Airport.
- The last works undertaken in this area were in 2008/09, being crack patching and sealing of runway.
- Apron and taxiway to the RFDS runway sealed in the late 1990's.
- Repairs first recommended in an Aerodrome Technical Inspection Report completed in 2006.



Recommendation / Report

From: Neil Polglase – Chief Executive Officer
Ordinary Meeting –15th October 2020

Subject

Qld Energy Class Action

PROPOSED RESOLUTION:

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.

BACKGROUND:

Purpose

Letter received by Greg Whyte, Partner Piper Alderman seeking Council's agreement to be party to a class action claim by Queensland Energy against CS Energy and Stanwell Corporation.

CS Energy and Stanwell are accused of gaming the NEM (National Electricity Market) to create artificial scarcity of supply which leads to inflated electricity prices and prevents other generators from competing for market share. We believe this conduct amounts to a contravention of the Competition and Consumer Act 2010 (Cth), section 46.

There is no cost to register. This action is financed by LCM. There is no risk to participate in the action. LCM carries all the costs and risks of this action.

Financial Risks

N/A

Environment Risks

N/A

Social Risks

Lachlan Lamont (Qld Energy) and Kat Gieras (Piper Alderman) have sought a public meeting to notify residents of this action to enable any resident to be a party to this claim. As there is an urgency to this claim have recommended that they this public meeting (if agreed by Council) be held immediately after the river clearing /

beautification meeting to alleviate continuous public meetings.

Recommendation

That Council be a party to the class action claim by Qld Energy against CS Energy and Stanwell Corporation and to notify Piper Alderman agreement to be a party to the claim.

Neil Polglase
Chief Executive Officer

Our Ref: GJW.LML.410192-0001
12 October 2020



Neil Polglase
Murweh Shire Council
Sent by Email: Neil_Polglase@murweh.qld.gov.au

Dear Neil

Queensland Energy Class Action - Letter of Comfort

Thank you for your interest in registering a claim in the Queensland Energy Class Action. The defendants for the action will be CS Energy Limited and Stanwell Corporation Limited.

I write this letter to confirm Murweh Shire Council will not have any out-of-pocket expenses by participating in the class action.

Specifically, I confirm that Piper Alderman will not require Murweh Shire Council to pay any legal fees or disbursements incurred by our firm while pursuing this claim. Pursuant to the funding agreement, we will only seek payment of these costs from the litigation funder, being LCM Funding Pty Ltd ('**LCM**') or any other party that agrees to fund this claim in the future. Those costs will be reimbursed to the funder in the event the action is successful or a settlement is reached. If we are unsuccessful, the funder bears all the costs and has no recourse to the group members for reimbursement. LCM also indemnifies the representative of the class to ensure no one will be required to pay any of the defendants' costs of defending the claim.

I also confirm that registration in the class action is confidential and your claim will remain anonymous throughout the litigation. We understand your close connection with the State government and hope this addresses any concerns you may have. To further secure your anonymity in the claim process, we guarantee you that if we are ordered to file a list of claimants with the Court we will contact you beforehand to give you the opportunity to opt out of the proceeding and withdraw your claim.

This claim is not only an opportunity to receive compensation for over paying for electricity since 2014 but also a chance to put a stop to alleged abuses of market power in the electricity generation market, reduce the cost of living for your constituents and ease the burden of power costs on all households and businesses throughout Qld.

Thank you again and we look forward to hearing from you.

Yours faithfully
Piper Alderman

Per: 
Greg Whyte
Partner

Lawyers

**Adelaide . Brisbane
Melbourne . Sydney**

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LCM FUNDING PTY LTD (ACN 638 076 098)

**REPRESENTATIVE PROCEEDING FUNDING AGREEMENT
MEMBER
THE 2020 QLD ENERGY CLASS ACTION SCHEME**

REPRESENTATIVE PROCEEDING FUNDING AGREEMENT - MEMBER**TERMS SHEET****BETWEEN**

LCM Funding Pty Ltd (ACN 638 076 098) of Suite 12.06, Level 12, The Chifley Tower, 2 Chifley Square, Sydney NSW ("**Funder**")

AND

The person/s whose particulars are stated in Item 2 of the Schedule ("**Claimant**")

RECITALS

- A. The Claimant believes the Claimant has one or more valid claims as stated in Item 3 of the Schedule ("**Claim**"), and for that purpose has retained / intends to retain the Lawyers to prosecute the Claim.
- B. Believing that other persons may have claims that are the same or similar to the Claim, the Funder has formed / intends to form a scheme bearing the name in Item 1 of the Schedule ("**Scheme**") under which persons having such claims and agreeing to join the Scheme ("**Members**"), with the benefit of funding and other assistance from the Funder and using the services of the Lawyers, might recover damages or other compensation as regards those claims and for the mutual benefit of the Members and the Funder.
- C. This document provides for the Claimant to become a Member of the Scheme.

TERMS

1. Subject to clause 3, the Claimant becomes a Member of the Scheme on the terms of the Contract.
2. The Contract is comprised of the following documents (and any documents incorporated by reference therein) in the priority in which listed:
 - (a) this Terms Sheet; and
 - (b) the Rules of the Scheme, now annexed.

For information purposes only, and not forming part of the Contract, the Funder's Australian Privacy Principle 5 – Notification is also annexed.

3. The Claimant warrants that the Claimant has received, or declined a reasonable opportunity to obtain, independent legal, accounting and financial advice in connection with the Contract.
4. The parties agree and acknowledge that an electronic indication of the Claimant's identity and the Claimant's intention to accept this Contract shall constitute execution, delivery and acceptance of this Contract.

SCHEDULE

Item No. 1 Scheme Name	The 2020 QLD Energy Class Action Scheme.												
Item No. 2 Claimant's Details	<p>Legal Name:</p> <p>ACN (if a company):</p> <p>D.O.B. (if an individual):</p> <p>Mailing Address:</p> <p>Contact Person (if not the Claimant personally):</p> <p>Daytime Ph:</p> <p>Email:</p> <p>Does the Claimant contract as legal personal representative / guardian / manager / attorney / insolvency administrator of a third party? Yes / No</p> <p>If yes, evidence of the authority should be produced.</p>												
Item No. 3 Claim (brief summary)	A claim or claims by consumers of electricity in the State of Queensland to recover compensation for losses suffered as the result of particular conduct by Stanwell Corporation Limited and CS Energy Limited on the National Electricity Market in the period from January 2013 to June 2017, which conduct had the effect of wrongfully inflating the price of electricity for consumers of electricity in the State of Queensland.												
Item No. 4 Funder's Interest	<p>4.1 The Funder's Interest is the greater of:</p> <p>4.1.1 The Funder's Commission; or</p> <p>4.1.2 The Recovery Premium.</p> <p>4.2 Subject to 4.3 below, the Funder's Commission is defined and calculated as the percentage of the Recovery set by the below table; and the Recovery Premium is defined and calculated as the aggregate Outstanding Funding as at the date of distribution of the Recovery, multiplied by the multiple set by the below table:</p> <table border="1" data-bbox="619 1485 1241 1742"> <thead> <tr> <th>Date of Recovery distribution</th> <th>Percentage</th> <th>Multiple</th> </tr> </thead> <tbody> <tr> <td>From 15 April 2020 to 15 October 2020 inclusive.</td> <td>15%</td> <td>1.5</td> </tr> <tr> <td>From 16 October 2020 to 14 April 2021 inclusive.</td> <td>20%</td> <td>1.75</td> </tr> <tr> <td>From 15 April 2021 to 15 October 2021 inclusive.</td> <td>25%</td> <td>2.25</td> </tr> </tbody> </table>	Date of Recovery distribution	Percentage	Multiple	From 15 April 2020 to 15 October 2020 inclusive.	15%	1.5	From 16 October 2020 to 14 April 2021 inclusive.	20%	1.75	From 15 April 2021 to 15 October 2021 inclusive.	25%	2.25
Date of Recovery distribution	Percentage	Multiple											
From 15 April 2020 to 15 October 2020 inclusive.	15%	1.5											
From 16 October 2020 to 14 April 2021 inclusive.	20%	1.75											
From 15 April 2021 to 15 October 2021 inclusive.	25%	2.25											

	From 16 October 2021 to 14 April 2022 inclusive.	30%	2.5
	From 15 April 2022.	35%	3.0
	<p>4.3 If any Recovery arises after commencement of an Appeal:</p> <p>4.3.1 the Funder's Commission is 5% of Recovery; plus</p> <p>4.3.2 that percentage of Recovery stated in paragraph 4.2 above as applicable.</p>		
Item No. 5 The State	New South Wales.		

NOTES ON COMPLETING THIS DOCUMENT

What name of the Claimant to use?

Type of Claimant	Correct	Incorrect
<p>Individual Use given names in full, not initials.</p>	James Andrew Brown	J.A. Brown
<p>Joint Claimants Use both names in full, not initials.</p>	James Andrew Brown and Laura Kate Brown	J.A. Brown and LK Brown
<p>Company Use the company title, not abbreviations.</p>	MNO Pty Ltd	MNO P/L
<p>Superannuation fund Use the name of the trustee, not the name of the fund.</p>	James Brown Pty Ltd Superannuation Scheme A/C	James Brown Pty Ltd
<p>Trusts Use the name of the trustee, not the name of the trust.</p>	Laura Brown <Laura Brown Family Trust A/C>	Laura Brown Family Trust
<p>Minor (a person under the age of 18 years) Use the name of the responsible adult, not the minor.</p>	James Andrew Brown <James Brown Jnr>	James Brown Jnr
<p>Deceased Estate Use the name of the executor, not the name of the deceased.</p>	Laura Brown <Est James Brown A/C>	Estate of the Late James Brown

Type of Claimant	Correct	Incorrect
Partnership Use the partners' personal names, not the name of the partnership.	James Brown and James Brown Jnr <James Brown & Son A/C>	James Brown & Son

Who should provide electronic indication of the Claimant's identity and intention to accept this Contract?

Who is the Claimant?	Who must provide indication?
Individuals / Joint Claimants	The individuals / all joint Claimants
Company	Two directors, or a director and a company secretary
Sole director company	The director, or a duly authorised officer or attorney
Trust	The trustee
Minor	An adult as trustee for the minor
Deceased Estate	The executor
Partnership	All partners

RULES OF THE 2020 QLD ENERGY CLASS ACTION SCHEME

PART 1: PRELIMINARY

1. About these rules:

- 1.1 Subject to any special conditions stated in all Member Agreements, these rules govern the Scheme.
- 1.2 These rules may be modified only by written agreement of the Funder and at least 75% in number of the Members.
- 1.3 These rules and the Member Agreement of a Member (and documents referred to therein) together are the entire agreement between that Member and the other parties to the Scheme. A party waives a right under that agreement only in writing signed by that party. The laws in the State govern that agreement.
- 1.4 If any rule is or becomes inconsistent with the Rules of Court (or similar) applicable to an Action on foot, as regards that Action such rule must be read down or failing that is ineffective to the extent of the inconsistency. This does not affect the validity or enforceability of that rule as regards any other Action, nor the remainder of these rules in any Action.

2. Dictionary:

In these rules:

- 2.1 "**Action**" means, as regards Claims, as applicable:
 - 2.1.1 Proceedings before a court, arbitrator or tribunal;
 - 2.1.2 Submission of an issue to a binding determination by an expert;
 - 2.1.3 Steps taken for, or in, a mediation of an issue;
 - 2.1.4 Proceedings before a court to recover Recovery in enforcement of a prior court judgment, arbitral award, determination of an expert or settlement agreement,

but excludes an Appeal.
- 2.2 "**Action Costs**" mean:
 - 2.2.1 Due Diligence Costs;
 - 2.2.2 Work Program Costs;
 - 2.2.3 Lawyers' Costs in (including but not limited to):
 - (a) Identifying, recruiting and liaising with Members;
 - (b) Preparing, settling, filing at Court and serving on any Defendants any documents in an Action and / or an Appeal (such as originating application or summons, statement of claim, affidavit/s, third party notice/s, defence to a counter-claim, application/s for an order for discovery of documents, minutes of order);

- (c) Corresponding with the Defendants and any representatives of the Defendants;
 - (d) Preparing for and attending to interview such Members as they think necessary for an Action, then preparing witness statements;
 - (e) Preparing for and attending to confer with experts and preparing records of such conferences;
 - (f) Preparing for and attending any pre-trial hearing or other step preliminary to a trial of an Action;
 - (g) Obtaining, compiling and analysing evidence, including documentary evidence;
 - (h) Preparing for and attending at any hearing of an Action or settlement conference or mediation, and making record of the proceedings – including any transcript fee charged by a Court;
 - (i) Negotiating, preparing or settling any agreement to settle an Action (in whole or in part) out of the Court;
- 2.2.4 Such other Lawyers' Costs that are incurred for the dominant purpose of assisting with preparing, conducting and / or resolving prosecution of the Claims;
- 2.2.5 To the extent not included in Lawyers' Costs, the reasonable fees and disbursements charged by barristers, accountants and other professionals for the dominant purpose of assisting with preparing, conducting and / or resolving prosecution of the Claims, and calculated at rates for which the Funder gave prior written approval;
- 2.2.6 To the extent not included in Lawyers' Costs, Court filing fees and other incidental Court fees;
- 2.2.7 To the extent not included in Lawyers' Costs, witness fees and expenses;
- 2.2.8 Any premiums associated with any policy of ATE Insurance that are paid by the Funder or that the Funder is liable to pay in accordance with rule 51;
- 2.2.9 Taxes, duties or other costs associated with any policy of ATE Insurance;
- 2.2.10 All costs and expenses (including legal fees, Counsel fees, expert or consultant fees, disbursement, travel and accommodation costs) incurred by the Funder with respect to the Claims and / or the Scheme, including but not limited to:
- (a) Identifying and recruiting Members;
 - (b) Negotiating, preparing, administering or enforcing any Member Agreements or the Retainer Agreement;
 - (c) Due Diligence;
 - (d) Work Program;

- (e) Funding any security for Adverse Costs, including by way of a Deed of Indemnity;
 - (f) Quantifying any Adverse Costs order;
 - (g) Meetings with the Lawyers and other interested parties for the dominant purpose of preparing, conducting and / or resolving prosecution of the Claims or in relation to the Scheme;
- 2.2.11 Fees, costs and expenses payable by the Scheme to a mediator or arbitrator in any Action;
- 2.2.12 Representative's remuneration (if any);
- 2.2.13 Fees, costs and expenses payable by the Scheme to an expert making a binding determination of the Claims (in whole or in part).

To avoid doubt, any costs or expenses incurred by a Member in connection with their Member Agreement or participation in the Scheme are excluded from Action Costs, unless and to the extent such Member is a Representative and has a contract with the Lawyers and the Funder for recovery of those separate costs or expenses on terms for which the Funder gave prior written approval.

- 2.3 "**Adverse Costs**" mean costs incurred or to be incurred by a Defendant in an Action or in legal processes before an Action, which costs a Court orders that the Scheme / Representative / Funder must pay or that the Members and the Funder agree the Funder must pay.
- 2.4 "**Appeal**" means an appeal from a ruling or judgment made in an Action, whether initiated by the Scheme or a Defendant.
- 2.5 "**ATE Insurance**" means an after-the-event insurance policy in relation to the Action, the Action Costs and/or the Adverse Costs, which in the Funder's absolute discretion is on terms satisfactory to the Funder.
- 2.6 "**Claim Information**" means any legal advice, information, communications and documents disclosed to, provided to, generated by or exchanged between the parties to the Scheme and/or the Lawyers in relation to the Action.
- 2.7 "**Claims**" mean Members' claims the subject of the respective Member Agreements.
- 2.8 "**Class Action**" means an Action commenced under Part IVA of the *Federal Court of Australia Act 1976* (Cth), Part 10 of the *Civil Procedure Act 2005 (NSW)* or any other similar or equivalent law as effective from time to time.
- 2.9 "**Common Fund Application**" means an application in the Class Action by the Representative seeking that all group members pay fees to the Funder from any Recovery in accordance with terms that are the same or similar to the terms of the Member Agreement.
- 2.10 "**Court**" principally means the Federal Court of Australia (via its State / Territory Registry most convenient to the Scheme in the opinion of the Lawyers), and includes any court having jurisdiction to hear an appeal from the trial Court. If an Action is before another court, or an arbitrator, tribunal or expert "**Court**" means, as regards that Action, that court / arbitrator / tribunal / expert as applicable.
- 2.11 "**Day**" means a day other than:

- 2.11.1 A Saturday, Sunday;
- 2.11.2 A day which is a public holiday or bank holiday; or
- 2.11.3 A day that falls between Christmas and the following New Year's Day,
at the principal place of business or residence of the party obliged to perform an obligation or receiving a notice under these rules as applicable.
- 2.12 "**Deed of Indemnity**" means a deed whereby an insurer or the Funder indemnifies a Defendant in respect of part or all of its costs of the Action on terms satisfactory to the Funder in its absolute discretion.
- 2.13 "**Defendant**" means each individual and/or corporation that is named or that may reasonably be named as a defendant, respondent, cross-defendant or third party in the Action.
- 2.14 "**Deferred Fees**" means the aggregate of:
- 2.14.1 Fees that are incurred by the Lawyers in relation to the Action but which it is agreed pursuant to the Retainer Agreement will not be invoiced until such time as there is a Recovery in respect of the Action; and
- 2.14.2 An uplift of 25% on such fees.
- 2.15 "**Due Diligence**" means the work which was done which was the subject of the Due Diligence Agreement and which was paid for by the Funder.
- 2.16 "**Due Diligence Agreement**" means the agreement between LCM Operations Pty Limited and Piper Alderman dated 27 August 2019.
- 2.17 "**Due Diligence Costs**" mean the costs paid by the Funder in relation to the Due Diligence including the Due Diligence Costs as defined in the Due Diligence Agreement.
- 2.18 "**Funding Confirmation Notice**" means a notice that may be issued by the Funder under rule 37.
- 2.19 "**Funder**" means LCM Funding Pty Ltd (ACN 638 076 098).
- 2.20 "**Funder's Interest**" has the meaning given in Item 4 of the Schedule.
- 2.21 "**Funding Limit**" means at any time the maximum aggregate amount the Funder is willing to risk for the purposes of the Scheme.
- 2.22 "**Judgment**" means any judgment or award of a competent Court or of an arbitral tribunal or other decision making body agreed by the Parties in respect of the Action.
- 2.23 "**Lawyers**" means at any time the lawyers retained by the Representative with the approval of the Funder to represent the Members collectively to prosecute their respective Claims via the Scheme
- 2.24 "**Lawyers' Costs**" mean reasonable professional fees and disbursements charged by the Lawyers in relation to the Action and/or Claims calculated in accordance with the Retainer Agreement/s or, if at the time the fee or expense is incurred no Retainer Agreement exists, calculated at rates or amounts approved by the Funder in writing.

- 2.25 **"Member"** means the person/s named as the Claimant on a Member Agreement, and **"Members"** mean at any time all participants in the Scheme other than the Funder or the Lawyers.

Note: While membership is potentially open to any person/s asserting a Claim, without giving reasons, the Lawyers or the Funder may reject any applicant for membership of the Scheme.

- 2.26 **"Member Agreement"** means the Terms Sheet and these rules which form the contract between the Funder and a Member for that Member to join the Scheme.

- 2.27 **"Outstanding Funding"** means at any time the whole or any of the following:

- 2.27.1 Action Costs paid or to be paid by the Funder and not yet reimbursed;
- 2.27.2 Adverse Costs paid or to be paid by the Funder and not yet reimbursed; and
- 2.27.3 Any security for Adverse Costs provided or due to be provided by the Funder in an Action and / or an Appeal, (other than by way of ATE Insurance or a Deed of Indemnity);

- 2.28 **"Recovery"** means all and any amounts received by the Claimant, or to which the Claimant is or becomes entitled (whether paid or liable to be paid by the Defendant, insurers or other third parties in any combination) related to or arising out of the Action, including (whether paid in a lump sum or by instalments):

- 2.28.1 Any Judgment, settlement sum or compromise in an Action or as negotiated in settlement;
- 2.28.2 Any order, award, settlement sum or compromise in respect of interest and/or costs paid in by any Defendant/s, insurer/s or other third party in any combination;
- 2.28.3 Any capital sum or income;
- 2.28.4 The value of any releases or other consideration or benefits of whatever form received by the Claimant.

To avoid doubt, any interest earned on moneys posted as security, or any costs paid by a Defendant in favour of the Scheme, is included.

If as a result of final resolution of their Claim, a Member obtains from a third party a set off or other value (other than a distribution from the Scheme), the Member must bring that value to account as Recovery.

- 2.29 **"Representative"** means one or more Members in whose personal name/s an Action (and if applicable, an Appeal) to prosecute the Claims is brought for themselves and as representative of all Members in a Class Action as regards issues common to all Members and for their mutual benefit.

- 2.30 **"Representative Agreement"** means the agreement between a Representative and the Funder under which a Representative is appointed under Rule 14 to act as Representative in an Action to prosecute the Claims.

- 2.31 **"Retainer Agreement"** means the agreement between the Representative, the Funder and the Lawyers on such terms as the Funder in its absolute discretion requires.

- 2.32 "**Schedule**" means the schedule in the Terms Sheet.
- 2.33 "**Scheme**" means a scheme:
- 2.33.1 Having the name stated at the head of these rules;
 - 2.33.2 Comprised of Members and the Funder;
 - 2.33.3 Formed and operated for the sole purpose of prosecuting and making recovery under Claims.
- 2.34 "**State**" means the State or Territory of Australia specified in Item 5 of the Schedule.
- 2.35 "**Terms Sheet**" means the document to which these Rules are annexed.
- 2.36 "**Work Program**" means the Work Program as defined in the Work Program Agreement and/or any other investigations by the Funder and / or the Lawyers at the request of the Funder of:
- 2.36.1 The merits and quantum of the Claims;
 - 2.36.2 The likely Action Costs (including cost of ATE Insurance);
 - 2.36.3 The likely Adverse Costs;
 - 2.36.4 The prospects of recovery of damages or other monetary compensation sufficiently exceeding Action Costs;
- or other work performed in relation to the identification and recruitment of Members including by publicity and digital marketing.
- 2.37 "**Work Program Agreement**" means the agreement between the Funder and Piper Alderman dated 20 February 2020.
- 2.38 "**Work Program Costs**" mean the Funder's costs of performing Work Program, including the Work Program Costs as defined in the Work Program Agreement.
- 2.39 "**Work Program Period**" means the period:
- 2.39.1 Starting on the date of the Work Program Agreement, being 20 February 2020; and
 - 2.39.2 Ending on the earliest of:
 - (a) The date the Funder issues a Funding Confirmation Notice;
 - (b) The date the Funder terminates the Member Agreement;
 - (c) The date, with the Funder's prior written approval, a Defendant is served an originating application (or summons) for an Action; and
 - (d) 270 Days after the first of the Member Agreements becomes binding.
3. **Interpretation:** In these rules: neuter includes masculine and feminine; singular includes plural and *vice versa*; reference to a person includes a body politic or corporate, an individual and a partnership and *vice versa*; headings do not affect construction; another grammatical

form of a defined word has a corresponding meaning; if a Member is more than one person or entity, each is bound jointly and severally.

PART 2: SCHEME

4. **Purpose:** The purpose of the Scheme is to provide a structure by which Members, with benefit of funding from the Funder and using the services of the Lawyers, might recover damages or other compensation as regards the Claims and for the mutual benefit of the Members and the Funder.

PART 3: MEMBERS

5. **Applicants:** An applicant for membership of the Scheme becomes a Member only if having made a Member Agreement, which Member Agreement is or becomes binding.
6. **Nature of membership:** Membership of the Scheme is personal to the Member and not transferrable except that upon the death of a Member who was an individual, his or her membership may vest in the legal personal representative/s of the deceased Member, and / or the heirs of the deceased Member.
7. **Role of Members:** A Member, while a Member, retains the Lawyers to prosecute the Member's Claim (in accordance with the instructions of the Representative) via the Scheme and otherwise subject to the Member Agreement.
8. **Delegation:** A Member has no right to interfere in the prosecution of their Claim until common questions are decided and then as these rules allow.
9. **Members bound by common issues:** As regards any issues of fact or liability common to all Members, the Member is bound by an order of the Court in any Action in which the Member is represented regarding its rights with respect to the Claim, which order may include:
 - 9.1 A Judgment on common questions raised in the Action;
 - 9.2 The making of common findings; and
 - 9.3 The approval of a settlement of the Action.
10. **Members may be bound:** As regards any issues of fact or liability peculiar to a Member (not common to all Members), the Member is only bound by operation of rule 16.3 if:
 - 10.1 The Member informed their peculiar circumstances to the Lawyers; and
 - 10.2 With the Member's express or implied consent, those circumstances were put in evidence in an Action and became subject to a ruling or Judgment in that Action.
11. **Members' risk:** Absent their fraud, dishonesty or wilful breach of these rules, a Member is not liable to another party to the Scheme for any moneys at risk in the Scheme.
12. **Outcomes to Members:** None of the Scheme, the Lawyers, the Funder or their respective officers, employees or consultants offers any assurance as to any economic benefit to a Member from participating in the Scheme.

PART 4: REPRESENTATIVE/S IN AN ACTION

13. **Qualification for office:** At all times, a Representative must be a Member.
14. **Representative taking office:** The Members the subject of the Representative Agreement with the Funder will act as Representative/s in the Action (such Member/s being agreed upon between the Lawyers and the Funder).
15. **Representative's remuneration:** Subject to any necessary Court approval, any remuneration or expenses paid or payable to a Representative are, to the extent the Funder gave its agreement:
 - 15.1 For that Representative's sole benefit; and
 - 15.2 Included in Action Costs.
16. **Representative's role:** A Representative has the following functions:
 - 16.1 To be the plaintiff, applicant or complainant (as applicable) in an Action and, so far as they are able, conform to the Rules of Court (or similar) applicable to such plaintiff / applicant / complainant;
 - 16.2 To instruct the Lawyers for the purposes of prosecuting the Claims, including day to day instructions. The Representative may authorise the Funder to give day to day instructions to the Lawyers on the Representative's behalf. The Representative may nevertheless override any instruction given by the Funder by giving instructions directly to the Lawyers, subject to Parts 11, 16 and 18; and
 - 16.3 Generally, but subject to Rule 10, to bind all the Members as to any step/s to be taken, or not taken, in prosecuting, abandoning, postponing or settling the Claims.
17. **Representative vacating office:** A Representative who ceases to be a Member ceases to be a Representative in any Action.
18. **Substitutions:** If any Representative provides instructions, or exercises rights to relinquish, or is removed by the Funder from, their representative role, the Lawyers and the Funder may select and appoint one or more substitutes within 120 days or such other period as the Court allows.

PART 5: LAWYERS

19. **Role of the Lawyers:** The Lawyers act for the Members in prosecution of their respective Claims via the Scheme in accordance with the instructions of the Representative and the terms of the Member Agreements.
20. **Retainers Agreements:** A Retainer Agreement may not be modified except:
 - 20.1 To comply with law; or
 - 20.2 By written consent of the Funder.
21. **Changing the Lawyers:** At any time, the Funder may terminate, and may require the Representative to terminate, the Retainer Agreement and replace any Lawyers then acting, conditional upon the incoming Lawyers and the Representative entering into a Retainer Agreement.

PART 6: THE FUNDER

22. **Role of the Funder:** While party to the Scheme, the Funder:
- 22.1 Will pay the Action Costs and any Adverse Costs, subject to and in accordance with the terms of these rules and the separate contract between the Lawyers, the Funder and the Representative;
 - 22.2 If an Action requires, will meet any order for security for Adverse Costs and in its discretion may arrange for the order to be met by ATE Insurance or a Deed of Indemnity;
 - 22.3 Subject to rules 16 and 38 and Part 18 may engage with the Representative as to the steps to be taken, or not taken, in preparing, conducting, abandoning, postponing or resolving the Claims. This includes:
 - 22.3.1 Discussing the prosecution of the Claims with the Lawyers with no Member present;
 - 22.3.2 Having access and input to documents being prepared by the Lawyers for an Action or to be put in evidence;
 - 22.3.3 Attending and speaking at meetings with any Defendant or insurer as regards disposal of the Claims;
 - 22.4 May retain its own lawyer to keep informed of the progress of the Claims (including any pending or actual Action or Appeal) but only at Funder's expense and with no right of such lawyer to interfere in the management or resolution of the Claims.
23. **Funder's risk:** The Funder bears the risk of loss of the whole or part of its Outstanding Funding to the extent that the Recovery (if any) is insufficient to repay the Outstanding Funding.
24. **Funder's liability:**
- 24.1 The Funder does not offer any opinion or recommendation on the merits of the Claims, or on the creditworthiness of any Defendant or any insurers of a Defendant, including that when the Funder undertakes the Work Program, the Funder does so for its sole benefit and without liability to others.
 - 24.2 Nor does the Funder assume a duty of care or fiduciary duty in favour of the Scheme or any Members.

PART 7: EXIT FROM THE SCHEME

25. **Cooling Off by a Member:** A Member may, by written notice to the Funder, within 15 Days of acceptance of this Agreement, withdraw from this Agreement. Time is of the essence. Upon withdrawing from this Agreement under this rule, the Member will have no continuing or further obligations to the Funder save that the obligations in Part 15 survive.
26. **Opting out by a Member:** If, and only if, applicable law or the Rules of Court (or similar) in which an Action is brought require that a Member have right to opt out of the Scheme, that Member may opt out in accordance with that right.

27. **Expulsion of a Member:** The Funder may expel a Member from the Scheme by so notifying the Member. The Funder may do so at its discretion, including but not limited to if:
- 27.1 That Member committed a breach of these rules not capable of remedy; or
 - 27.2 That Member fails to remedy their breach of these rules capable of remedy within 10 Days after notice from the Funder identifying the breach and requiring its remedy; or
 - 27.3 Any issues of fact or liability of that Member are not common to the other Members;
28. **Termination by the Funder:** This Member Agreement terminates if and when the Funder:
- 28.1 Notifies the Members that:
 - 28.1.1 The Work Program was unsatisfactory;
 - 28.1.2 In the Funder's opinion, a suitable Member with strong prospects of success in an Action is not willing to act as Representative;
 - 28.1.3 In the Funder's opinion, there are insufficient Members in the Scheme;
 - 28.1.4 The quantum of Claims is not sufficient for the Funder to commercially justify the likely costs of progressing the Action; or
 - 28.1.5 In the Funder's opinion, it has an irreconcilable and unavoidable conflict of interest in continuing to be party to the Scheme; or
 - 28.2 In its absolute discretion gives the Representative and/or all Members 15 Days written notice that Funder will exit the Scheme; or
 - 28.3 In its absolute discretion gives the Member 15 Days written notice of termination of this Member Agreement; or
 - 28.4 Expels the Member that is party to this Member Agreement from the Scheme pursuant to rule 27.
29. **Consequences of termination by the Funder:**
- 29.1 If this Member Agreement is terminated by the Funder:
 - 29.1.1 The Funder's obligation to pay Action Costs, any Adverse Costs, any security for costs or any other sum ceases immediately on the date of termination, save for any Action Costs and/or Adverse Costs incurred up to and including the date of notice of termination;
 - 29.1.2 Termination of this Member Agreement does not affect the Funder's right to be paid from the Recovery the amounts referred to in rule 61, and this rule shall survive termination.
 - 29.2 For the avoidance of doubt:
 - 29.2.1 The Funder has no obligation to pay any security for costs, or part of security for costs, that is due to be paid on or before a date after the date of termination, including circumstances where the payment of security for costs is:
 - (a) Ordered by the Court; or

- (b) Agreed between the parties to the Action
on a date before the date of termination.
- 29.2.2 Where the Funder terminates all Member Agreements pursuant to rules 28.1 or 28.2, the Funder ceases to be a party to the Scheme for the purposes of rule 61;
- 29.2.3 Where the Funder terminates a Member Agreement pursuant to rule 28.3 or 28.4:
 - (a) Rule 29.1 only applies to the Member that receives notice under rule 28.3 or 28.4 and that Member's Member Agreement; and
 - (b) The Funder does not cease to be a party to the Scheme for the purposes of rule 61, or otherwise.
- 30. **Run-out obligations:** A former party to the Scheme (whether as a Member or the Funder) remains bound by rule 29, 52, 53, 54 and rule 62.

PART 8: INPUT FROM MEMBERS

- 31. **Initial disclosures by Members:** Upon request by the Lawyers or the Funder, a Member must fairly and promptly disclose any likely equity, defence (including a defence by way of a right of set-off) or counter-claim a Defendant may have in relation to the Member's Claim, not common to all Claims, and known to the Member.
- 32. **Other input from Members:** A Member must:
 - 32.1 Consistent with the diligent prosecution of the Action, use best endeavours to minimise the quantum of Action Costs and any Adverse Costs;
 - 32.2 Keep and preserve any documents relating to the Action, the Claim and/or the Defendant;
 - 32.3 Provide the Funder with:
 - 32.3.1 All reasonable information requested by the Funder; and
 - 32.3.2 Copies of all documents requested by the Funder that are in the possession or control of the Member and/or the Lawyers and/or obtained from, or provided to, the Defendant relating to the Action.
 - 32.4 Immediately inform the Funder and the Lawyers of any information, circumstance or change in circumstance that is material to:
 - 32.4.1 The operation of this Member Agreement;
 - 32.4.2 The prospects of success or failure of the Claim and/or the Action;
 - 32.4.3 The prospects of recovering the Recovery; or
 - 32.4.4 The distribution of the Recovery.
 - 32.5 Promptly provide information, documents and full, frank and honest instructions to the Lawyers;

- 32.6 Do all things necessary to enable the Lawyers and/or the Representative to assist with diligently prosecuting the Action;
- 32.7 If required by the Lawyers, give written or oral evidence and, where appropriate, procure the Member's officers, servants and agents to give such evidence;
- 32.8 Consent to the Funder and/or a nominee of the Funder being present at any meetings or communications with any Defendant or other party for the purpose of negotiating or discussing a settlement of the Action;
- 32.9 Inform the Lawyers of any change in contact details;
- 32.10 Make payment to the Funder in accordance with rule 61;
- 32.11 Instruct (and hereby irrevocably instructs) the Lawyers to make payment to the Funder in accordance with rule 61;
- 32.12 Authorise (and hereby irrevocably authorises), subject to rule 16.2 above, the Lawyers to make a Common Fund Application if directed by the Funder to do so, at the Funder's sole discretion;
- 32.13 Act at all times with the utmost good faith; and
- 32.14 Not, without the prior written consent of the Funder, communicate with the Defendant.

If a Member is a company or other body corporate, it must cause such of its officers or employees with personal knowledge of the facts or extent of the Claim to comply with the above provisions.

PART 9: CLAIMS

- 33. **Dealings with Claims:** Except with the prior written consent of the Lawyers and the Funder, a Member may not:
 - 33.1 Waive or compromise their Claim;
 - 33.2 Assign (at law or in equity) their Claim or contingent share of Recovery;
 - 33.3 Bring or permit to be brought or continue any proceeding which claims relief arising out of the same or similar facts pleaded in any Action, or any proceeding which could result in a reduction in the amount recoverable pursuant to any Action; or
 - 33.4 (Except one in favour of the Funder) grant a security interest over their Claim or contingent share of Recovery – disregarding the general lien at law held by the Lawyers.

If a Member's Claim or contingent share of Recovery is or becomes the subject of a security interest held by a third party (except such general lien as above), the Member must take promptly all steps required to ensure that Funder's security interest has, and continues to have, priority over that third party security interest.

- 34. **Value of Claims:** If not finally determined in an Action, the value of Claims one against the other will be finally determined by the Lawyers. Absent any such determination, all Claims have equal value.

PART 10: WORK PROGRAM

35. **Work Program:** During the Work Program Period:
- 35.1 The Funder will carry out the Work Program; and
 - 35.2 If requested by the Funder, the Lawyers may carry out the Work Program as to inform the Funder's own investigation.
36. **Funder's obligations:** Notwithstanding any other provision of the Contract, during the Work Program Period the Funder's obligation is limited to the payment of Work Program Costs.
37. **Outcomes of Work Program:** The Funder may notify the Lawyers in writing that the outcomes of the Work Program were satisfactory to the Funder. Notice so given is a "**Funding Confirmation Notice**".

PART 11: ACTIONS

38. **Management of Actions:** Subject to the terms otherwise in the Contract, the Funder and the Representative must agree as to the strategy and tactics of prosecuting the Claims including:
- 38.1 Any matter related to settlement of the Action, including any decision as to the making or acceptance of an offer of settlement or compromise and whether to put the Claims to mediation before or after an Action is commenced;
 - 38.2 The Defendant/s to any Action;
 - 38.3 The forum for trial of the merits an Action (a Court, arbitration, referral to an expert) - it being the intention when establishing the Scheme that an Action be brought in the Supreme Court of New South Wales, Queensland or Victoria or Federal Court of Australia as a *representative proceeding* under Part IVA of the *Federal Court of Australia Act 1976* (Cth) or cognate State legislation;
 - 38.4 Whether to take any steps at Court (such an order for pre-action discovery) before filing an originating application (or similar) at Court;
 - 38.5 Filing and service of any Action;
 - 38.6 Filing and service of any interlocutory application in any Action;
 - 38.7 Any step proposed to be taken that is likely to have a material effect on the Action, the Recovery, the Action Costs and/or the Adverse Costs;
 - 38.8 Whether to proceed as a "test case" on any issues of fact or liability common to all Claims, or on a full trial of all Claims; and
 - 38.9 The engagement of barrister/s and/or experts.

In the absence of agreement between the Funder and the Representative, the provisions of Part 18 shall apply.

PART 12: APPEALS

39. **Funding of an Appeal:**

- 39.1 Despite any other provision of these rules, the Funder is not obliged to fund or support an Appeal except if and to the extent the Funder notifies the Lawyers otherwise and in advance.
- 39.2 The Funder not funding an Appeal does not prejudice the Funder's right to payments from Recovery as may result from an Appeal, save that reasonable costs and expenses of the Appeal may be deducted before the payments rule 61 requires are made.

PART 13: FUNDING

- 40. **Funder's obligations:** Notwithstanding any other obligations to the Scheme, prior to the conclusion of the Work Program Period, the Funder shall have no obligation to fund the Actions or make any payments in respect of the Scheme. During the Work Program Period the Funder's obligation is limited to the payment of Work Program Costs.
- 41. **Cap on funding:** If the Funder remains a party to the Scheme following the completion of the Work Program Period, subject to the other rules, so long as the Funder remains party to the Scheme the Funder must fund one or more Actions for sums not exceeding in aggregate the Funding Limit.
- 42. **Funding Limit:** The Lawyers and the Funder may agree a Funding Limit. The Funding Limit is confidential. The Lawyers are to advise the Members when the Funding Limit has been exceeded.
- 43. **Form of funding:** Funding by the Funder may take the form of:
 - 43.1 Payment of Action Costs;
 - 43.2 Payment of Adverse Costs; and
 - 43.3 Payment of security for Adverse Costs which may include procuring ATE Insurance or providing a Deed of Indemnity.
- 44. **Use of funds:** The Scheme may use funding from the Funder only towards defraying Action Costs and Adverse Costs incurred or to be incurred or, where applicable, in providing security for Adverse Costs.
- 45. **Evidence of funding:** A certificate signed by any then director of the Funder as to the total and / or composition of the Outstanding Funding on a certain date is sufficient evidence of the matter unless proved incorrect.
- 46. **Prior funding:** These rules govern any moneys provided by the Funder for the purposes defraying any Action Costs or Adverse Costs before a Member becomes a Member.
- 47. **Cessation of funding:** To avoid doubt, the Funder is not obliged to fund or otherwise support any Action (or Appeal) after the Funder ceases to be party to the Scheme.

PART 14: ATE INSURANCE

- 48. **ATE Insurance:** The Funder may procure ATE Insurance for the benefit of, and at a cost to, the Scheme.
- 49. **Insurance terms:** The Funder has the sole decision:

- 49.1 Whether to obtain ATE Insurance; and
- 49.2 The terms and conditions of any ATE Insurance obtained (including exclusions from cover, the premium and when payable, whether the "insured" would be named as the Funder, the Representative/s, or the Members as a class).
50. **Unwinding the insurance:** If the Funder ceases to be a party to the Scheme and is personally liable to pay the premium of ATE Insurance not yet paid to the insurer, the Funder would endeavour to convey the policy and responsibility for that payment to a nominee of the Lawyers, and failing that the Funder may cancel the policy.
51. **ATE Insurance premium:** The premium for ATE Insurance (before GST and stamp duty) is customarily between 25% and 45% of the likely quantum of Adverse Costs. To the extent that the premium (or any part thereof) is paid by the Funder it is to be an Action Cost. To the extent that the premium (or any part thereof) is deferred, it is to be paid out of the Recovery and is not to be an Action Cost.

PART 15: CONFIDENTIALITY

52. **Privileged communications:** At all times pending final resolution of the Claims, information concerning the Scheme, the Claims or an Action exchanged between any of the Lawyers, a Member and / or the Funder is subject to legal professional privilege or common interest privilege. Except upon the Lawyers' prior written recommendation, no party must allow anything that would waive that privilege over any such information.
53. **Duty of confidence:** At all times pending final resolution of the Claims, a party who obtains information because they are, or have been, a party to the Scheme must not improperly use the information to cause detriment to the Scheme or to another person who is or was a party to the Scheme and the parties agree:
- 53.1 The Member Agreement is strictly confidential and must be protected from disclosure by reason that disclosure would or may provide the Defendant with a strategic or tactical advantage in any Action;
- 53.2 Any information concerning the Claim:
- 53.2.1 Is disclosed, provided, generated or exchanged:
- (a) On a strictly confidential basis;
- (b) Solely for the purposes of the Member Agreement;
- (c) In contemplation of, or in the conduct of, legal proceedings in relation to the Claim; and
- 53.2.2 May be subject to legal professional privilege.
- 53.3 The Member does not by any disclosure of Claim Information to the Funder and/or other Members waive any legal professional privilege;
- 53.4 For the purposes of the Member Agreement, the Members have a common interest in the sharing of Claim Information;
- 53.5 A party must not disclose any information concerning a Claim or the Member Agreement to any third party (except the Lawyers) unless such disclosure is:

- 53.5.1 Required by law;
- 53.5.2 Authorised by the Member Agreement;
- 53.5.3 Made on a confidential basis with the Funder's prior written consent to the fact and contents of that confidential disclosure;
- 53.5.4 Made by the Funder for the purposes of obtaining legal or financial advice or assistance; or
- 53.5.5 Required by the rules of any financial market on which the Funder is listed.

This rule survives the termination of the Member Agreement.

54. **Confidential settlement:** If to the knowledge of a party to the Scheme the Claims are resolved on terms that are confidential, that party must adhere to such confidentiality.

PART 16: RESOLUTION OF THE CLAIMS

55. **Resolution of Claims out of Court:** The Lawyers, with the Funder's agreement, have irrevocable authority to, whether before or during an Action:
- 55.1 (With prior approval of the Representative/s or, if there is no Representative, with the agreement of at least 75% in number of the Members) abandon the prosecution of the Claims on the written opinion of senior counsel (the costs of which would be an Action Cost) in terms that prosecution of the Claims is likely to either fail or be unprofitable to the Members;
 - 55.2 (Subject to the next following rule) resolve the Claims by negotiation.
56. **Offers to settle:** If the Scheme proposes to make, or receives, an offer to settle the Claims (in whole or in part) and there is a dispute between the Representative and the Funder whether such offer should be made or accepted:
- 56.1 The Scheme (via the Lawyers) must seek the written opinion of senior counsel (the costs of which would be an Action Cost) whether settlement on the terms proposed is fair and reasonable;
 - 56.2 If in the senior counsel's opinion such settlement is fair and reasonable, the Lawyers will do all that is necessary to arrange settlement on those terms (including seek an order of the Court approving settlement if so required by the Rules of Court (or similar)).
57. **Senior counsel:** In rules 55 and 56, "**senior counsel**" means the most senior counsel retained by the Lawyers in respect of the Claims (or an Action, if then on foot). If no senior counsel has been retained, the senior counsel must be a barrister selected by agreement of the Funder and the Representative or, in the absence of such agreement, an individual selected by the President of the Law Society of the State at the instigation of the Lawyers.

PART 17: RECOVERY

58. **Payments in:** Except as a Court may order otherwise without instigation by any Members, in the first instance any and all Recovery is to be paid or conveyed to the Lawyers on trust for the Members and the Funder.

59. **Non-cash Recovery:** Any Recovery conveyed to the Lawyers in form other than money must be converted promptly into money at a market price, which money (minus costs of sale or other conversion) is then included in the Recovery.
60. **Member's direction to Lawyers:** Each Member shall give an irrevocable direction to the Lawyers, in a form approved by the Funder, requiring the Lawyers to apply the Recovery promptly in as set out in rule 61. The Member appoints the Funder as its attorney should the Member fail to provide this irrevocable direction to the Lawyers.
61. **Application of Recovery:**
- 61.1 In consideration of the Funder agreeing to enter into this Member Agreement and performing its obligations, subject to any Court order otherwise, the Member agrees that the Funder is entitled to receive payment of an amount equal to the Funder's Interest.
- 61.2 As soon as reasonably practicable the Lawyers are to take all steps necessary to distribute the Recovery in the following priority:
- 61.2.1 First, in paying any ATE Insurance premium (or any part thereof) and GST that is payable out of the Recovery pursuant to any ATE Insurance policy;
- 61.2.2 Next, in defraying Action Costs and / or Adverse Costs incurred but yet to be satisfied (other than the Deferred Fees);
- 61.2.3 Next, in payment of the Outstanding Funding and the Funder's Interest* to the Funder (and the Funder has a charge over all Recovery as security for such payment);
- 61.2.4 Next in payment to the Lawyers of the Deferred Fees. For avoidance of doubt, if at the time of a Recovery, the Lawyers who are entitled to the Deferred Fees have ceased acting for the Representative or any Members, then those Lawyers nevertheless remain entitled to be paid the Deferred Fees from such Recovery; and
- 61.2.5 Next, in payment to Members in the proportion that the value of their respective Claims bears to the aggregate value of the Claims of all Members.

* If at the time the Recovery is fully earned the Funder is no longer party to the Scheme, the Funder's Interest is not payable to the Funder from the Recovery.

PART 18: DISPUTE RESOLUTION

62. **Procedure:** Subject to rule 56, the procedure under this Part must be applied to any dispute between any parties to the Scheme in connection with the Scheme, except any decision by the Funder to cease to be party to the Scheme.
63. **Saving:** The procedure under this Part does not prejudice the right of a party:
- 63.1 To seek injunctive relief to prevent immediate and irreparable harm; or
- 63.2 To terminate a party being party to the Scheme where the basis for doing so is not in dispute.

64. **Step 1:** A party to the dispute (**Party 1**) must promptly notify each other party to the dispute (**Party 2**):
- 64.1 The nature of the dispute, giving reasonable details; and
 - 64.2 What action (if any) Party 1 thinks will resolve the dispute.
65. **Step 2:** A Party 1 who complies with the previous step may at the same or a later time notify each Party 2 that Party 1 requires a meeting at a mutually convenient location in the State within 5 Days after the giving of such notice. In that case, each party to the dispute must either attend personally or send to the meeting an agent with authority to resolve the dispute, and at the meeting make a good faith attempt to resolve the dispute.
66. **Step 3:** Despite whether any previous step was taken, a dispute not resolved within 20 Days must be referred to arbitration, as to which:
- 66.1 There must be only one arbitrator, being a legally qualified person selected by agreement of the parties in dispute or, in the absence of such agreement within 5 Days, a person selected by the then President of the Law Society of the State described in Item 5 of Schedule 1 of this Agreement;
 - 66.2 The role of the arbitrator is to resolve the dispute and make decisions binding on the parties in dispute;
 - 66.3 The arbitration must take place in the State;
 - 66.4 A party to the dispute must cooperate in arranging and expediting arbitration;
 - 66.5 A party to the dispute must either attend personally or send to the arbitration an agent with authority to resolve the dispute;
 - 66.6 The parties in dispute may provide evidence and give written and verbal submissions to the arbitrator within the time set by the arbitrator;
 - 66.7 The arbitrator must:
 - 66.7.1 Consider the evidence and submissions;
 - 66.7.2 Take into account the economics of the matter, from both the perspective of the Funder and the Members, including having regard to actual and likely Action Costs, estimated and likely Adverse Costs, the likely amount and recovery of damages or other monetary compensation in respect of Claims;
 - 66.7.3 Decide the dispute; and
 - 66.7.4 Give written reasons to each party to the dispute;
 - 66.8 Subject to these rules, the arbitrator must fix the rules of arbitration;
 - 66.9 The costs and expenses of the arbitrator, and of each party to the dispute, must be borne as the arbitrator decides.
67. **Complaint against the Funder:** Where a Member has a complaint against only the Funder, the Member may initiate Funder's internal dispute resolution system as described in Funder's Complaints Policy (copy available upon request).

PART 19: REGULATORY MATTERS

68. **AFSL not required:** Under regulation 5C.11.01 of the *Corporations Regulations 2001*, the Scheme is not a managed investment scheme for the purposes of the *Corporations Act 2001* (Cth), and under regulation 7.6.01(1)(x) of the *Corporations Regulations 2001* (Cth) the Funder need not hold an Australian financial services licence for the purposes of the Scheme. If at any time, in Funder's reasonable opinion, either or both of those exemptions cease to operate, the Funder may elect to terminate further funding to the Scheme, without prejudice to rights and obligations then accrued. In that case, the Funder remains entitled to recover the Outstanding Funding from any later Recovery.
69. **Funding agreement:** These terms constitute a funding agreement between the Members and the Funder for the purposes of regulation 5C.11.01(b)(v) of the *Corporations Regulations 2001* (Cth).
70. **Conflicts of interest:** the Funder declares that it holds, and so long as exempted under regulation 7.6.01(1)(x) of the *Corporations Regulations 2001* (Cth) and as party to the Scheme will hold, adequate practices for managing any conflict of interest that may arise in relation to activities that may be undertaken by the Funder or an agent of the Funder, in relation to the Scheme, where "adequate practices" has its meaning in regulation 7.6.01AB(4) of the *Corporations Regulations 2001* (Cth).
71. **National Credit Code:** Under ASIC Class Order [CO 13/18] made under the *National Credit Code* (Cth), Funder's provision of credit to the Scheme / Members is excluded from that Code.

PART 20: OTHER MATTERS

72. **PPSA:**
- 72.1 At any time, without notice to or consent of any Member/s, the Funder in relation to the charge over the Recovery given effect by rule 61.2, may at its cost make application to register one or more financing statements and / or one or more financing change statements against any Member/s under the *Personal Property Securities Act 2009* (Cth).
- 72.2 If at any time the Funder so requests, within 5 Days a Member must give to the Funder that information about the Member that that Act and Regulations under that Act would require for the Funder to register an effective financing statement with respect to the charge.
- 72.3 If at any time after an above registration against a Member any of the Member's details for the purposes of an effective registration change, that Member promptly must provide up-to-date details to the Funder.
73. **Privacy:**
- 73.1 The Members acknowledge the Funder may collect and use personal information (within the meaning given in the *Privacy Act 1988* (Cth)) about Members.
- 73.2 the Funder will manage and use that personal information only in accordance with that Act and Funder's Privacy Policy.
- 73.3 A Member is requested to see Australian Privacy Principle 5 – Notification of the Collection of Person Information, as annexed to their Member Agreement.
74. **Joint Members:** In case of joint Members:

- 74.1 Either of them is able to bind the other/s in relation to the Scheme;
 - 74.2 The Scheme may pay their share of any Recovery to any one or more of them; and
 - 74.3 Notice to or from one of them is notice to or from all.
75. **A Member acting as a fiduciary:** Where a Member enters into their Member Agreement as a trustee, representative or in other fiduciary capacity (whether or not known to the Lawyers or the Funder):
- 75.1 That Member warrants that the Member entered into that Member Agreement in the proper performance of their duties as fiduciary;
 - 75.2 The Member ceasing to act in that fiduciary capacity does not affect their past or continuing personal obligations under that Member Agreement; and
 - 75.3 Except as required by law, the Scheme will not recognise any person as holding a Claim non-beneficially and the Scheme is not bound to recognise (even when having actual notice) any equitable, contingent, future or partial interest or any other right in respect of a Claim except the Member's absolute right of ownership.
76. **Notices:** To be effective, a notice under these rules must be in writing, name the Scheme, and be given either:
- 76.1 By hand delivery;
 - 76.2 By mail / email to the recipient's mailing address / email address stated on the Member Agreement or as last notified; or
 - 76.3 As permitted by legislation applicable to the recipient.

If a Member's contact details change, the Member must notify promptly the change to the Lawyers.

AUSTRALIAN PRIVACY PRINCIPLE 5 – NOTIFICATION OF THE COLLECTION OF PERSONAL INFORMATION

LCM Funding Pty Ltd (ACN 638 076 098) (**the Funder**) is bound by the *Privacy Act 1988* (Cth) (**Act**) and the Australian Privacy Principles (**APPs**).

To provide its services, the Funder collects and retains personal information including (but not limited to):

- your name, current address, occupation and contact information;
- certain sensitive information about you, such as information relating to your racial or ethnic origin, political opinions, membership of a political association which may be relevant to Funder's provision of services to you;
- billing, credit card information and other credit information including default information and information about court proceedings; and
- government issued identifiers, such as Tax File Numbers and Australian Business Numbers.

The Funder may collect your personal information from other parties and publicly available sources, such as from clients (if necessary when providing services to them), authorised representatives, the internet and social media.

The Funder collects your personal information in order to:

- offer and provide litigation funding to you;
- manage and account for its services, including recovering any debt you owe the Funder;
- manage its relationships with you and its other clients;
- provide you with information regarding legal developments, products or services that may be of interest to you; and
- facilitate its internal business operations, including fulfilling legal requirements and professional obligations.

If you do not give your personal information to the Funder it will affect its ability to meet its obligations to you.

The Funder may disclose your personal information:

- to courts;
- to any person where necessary or desirable in connection with its provision of services, such as regulatory authorities, or other partners or advisors;
- within the Funder;
- to any person, body or agency where the Funder is required or allowed by law;
- to its external service providers and advisers on a confidential basis; and
- otherwise with your consent (which may be express or implied).

The Funder may disclose your personal information to overseas recipients. As a result, your personal information may be disclosed to a recipient in a foreign country, including, but not limited to, the United Kingdom, the United States of America, Singapore, the Isle of Man and Malta.

The Funder utilises cloud-based software for case management, which is necessary to provide its services to you. The service hosting the software is maintained in the United States of America, which country imposes similar privacy obligations to that of Australia.

If you believe the Funder has not complied with its obligations under the Act or the APPs, you can make a complaint to the Funder.

The Privacy Policy of the Funder can be accessed at <http://www.lcmfinance.com>. The Privacy Policy includes important information about:

- contact details;
- how you may access your personal information held by the Funder, and how you can seek a correction of that information; and
- how you may complain about any failure by the Funder to comply with the Act, including the APPs, and how the Funder will deal with such a complaint.



Queensland Energy Class Action

Claim Summary

Piper Alderman has been investigating anomalous spikes in the spot price of electricity in the Queensland region of the National Electricity Market (**NEM**) from 2013 through to 2019.

From our research we believe it can be shown that certain price spikes have been caused by Queensland's State owned electricity generators, Stanwell Corporation Limited and CS Energy Limited adopting "gaming" strategies in their supply of electricity. By gaming of the system the generators create artificial scarcity of supply in the NEM, inflate electricity prices for consumers and prevent other generators from competing for market share.

In our view this conduct amounts to a contravention of section 46 of the *Competition and Consumer Act 2010* (Cth) because the generators are misusing their market power for the purpose of deterring or preventing a person from engaging in competitive conduct in the NEM.

We believe this conduct has caused significant losses to everyday consumers of electricity in Queensland by increasing the price of this essential service. This Qld Energy Class Action proposes to prove this conduct and recover that loss and damage for all consumers within the region.

Who are the defendants to the class action?

The defendants to the action are Stanwell Corporation Limited (**Stanwell**) and CS Energy Limited (**CSE**).

Stanwell and CSE operate most of the black coal generating units in the Queensland region of the NEM, meaning they are largely responsible for supplying the minimum level of demand on an electrical grid over a span of time. This is the "baseload" for Queensland electricity consumption.

Stanwell and CSE are responsible for roughly 70% of the electricity dispatched into the NEM, meaning they yield a significant amount of market power.

Both entities are Government Owned Corporations, being public companies limited by shares and regulated by the *Corporations Act 2001* (Cth). Each GOC has two shareholding ministers who hold the shares on behalf of the State.

Stanwell: <https://www.stanwell.com/home-stanwell/>

CSE: <https://www.csenergy.com.au/>

What is the significance of this class action?

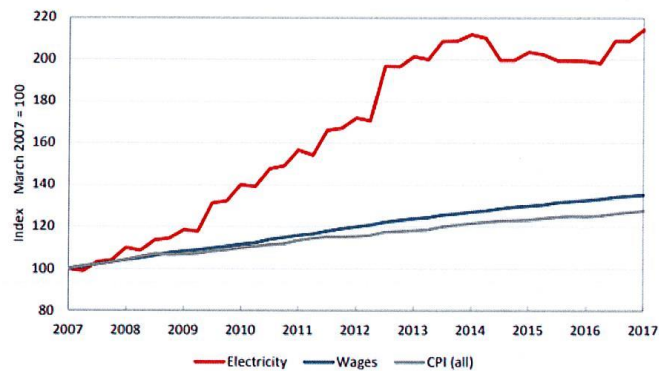
Since 2007, Australian retail electricity prices have increased faster than any other OECD country, with Queensland prices having increased faster than any other State or Territory.

2.

In the past decade, Australian retail electricity prices have increased by approximately 80-90%. The size of these price increases have not been matched by any other areas of the economy, nor in national wage growth.

It is our belief that the defendants have been misusing their market power to artificially increase electricity prices in the Queensland region of the NEM which has caused significant increases in the cost of living for all residents and business owners in the State.

CPI for electricity compared with other sectors and wage growth.



Source: ABS, Consumer Price Index 6401.0 and ABS, Wages Price index 6345.0, Australia.

What is the NEM?

The NEM is a wholesale electricity market in which generators sell electricity and retailers buy it to on-sell to consumers.

For more information on the NEM follow this link: <https://aemo.com.au/-/media/files/electricity/nem/national-electricity-market-fact-sheet.pdf>

Who is the Australian Energy Market Operator (AEMO)?

The Australian Energy Market Operator (**AEMO**) was established in 2009 to manage the NEM. AEMO operates the electricity systems in the NEM, ensuring that Australian consumers always have access to secure and reliable energy.

For more information on AEMO follow this link: <https://aemo.com.au/en>

How is electricity priced in the NEM?

Generators like Stanwell and CSE participate in the NEM by selling all of the electricity they produce into a centralised market place where supply and demand are matched instantaneously.

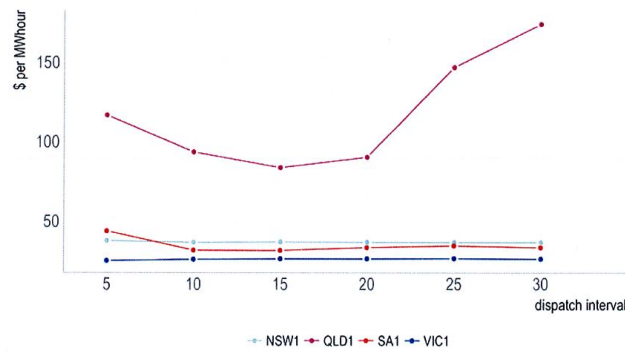
The buying and selling price for electricity is set through a form of bidding auction.

3.

The objective of the NEM is to secure the lowest prices for electricity supply from the generators in a competitive environment. The spot market rules require generators to make bids that are offers to supply a volume of electricity at whatever price they choose within permitted boundaries, and the market operator, AEMO selects the cheapest bids until the load is met.

The auction occurs every 5 minutes of every hour of every day. These 5 minute periods are called dispatch intervals. The dispatch intervals are banded together into 30 minute blocks called trading intervals. The highest bid price of any electricity dispatched in a dispatch interval becomes the price of electricity for that 5 minute window. The prices for each of the dispatch intervals in the 30 minute period are then averaged and that becomes the spot price for that 30 minute trading interval. That is the price paid by the electricity retailers to every generator who dispatched electricity in that trading interval, regardless of what they bid.

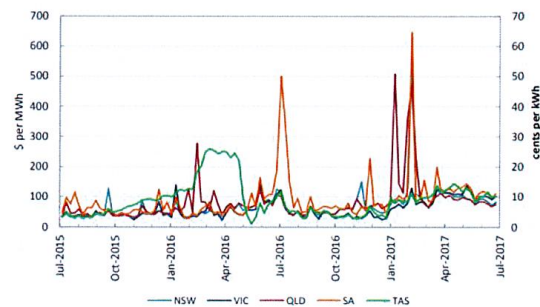
Average price by dispatch interval, January 2015



What is the spot price?

The spot price is the current price in the marketplace (such as the NEM) at which a given asset (such as electricity) can be bought or sold for immediate delivery.

Weekly volume weighted average spot prices from April 2015 to April 2017, nominal values.



Source: AER wholesale statistics. <https://www.aer.gov.au/wholesale-markets/wholesale-statistics>

4.

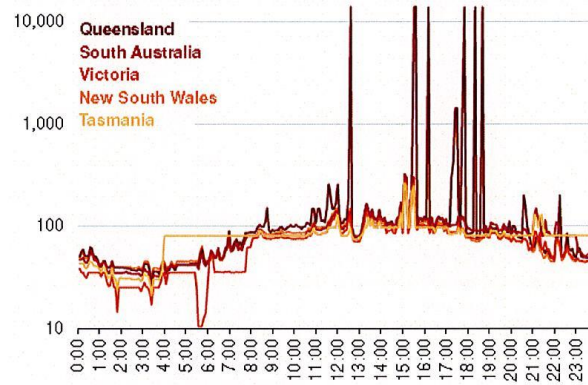
What is Gaming?

Gaming is a bidding strategy used by generators to create extreme, artificial spikes in the price of electricity offered for sale in the spot market. The spikes are caused by the bidding strategy alone, and are unrelated to the physical features of the market such as supply or demand. The strategy ensures that electricity offered for sale at an extreme price is purchased by the market operator, even though less expensive generation would otherwise have been available.

Gaming can result in:

- (a) higher wholesale market prices, through dispatch of more expensive generation;
- (b) greater volatility in wholesale market prices; and
- (c) higher forward contract prices which raises the cost of hedging.

12 January 2017 has been described by the Grattan Institute as “*a day of games*”. The figure below shows the five minute dispatch interval price by State for 12 January 2017. In Queensland there were 7 dispatch intervals at or near the market cap of \$14,200 per megawatt hour, while most dispatch intervals were around \$100 per megawatt hour in the other NEM regions



Source: Grattan analysis of AEMO (2018a).

What have the regulators and experts said?

The Grattan Institute identifies the fact that strategic bidding behaviour is not reflective of supply and demand conditions but instead indicates a “gaming” of the system.

The Australian Competition and Consumer Commission (ACCC) has conducted an extensive inquiry into electricity prices in Australia. It has observed that on average the coal generators in Queensland set prices 65% to 70% of the time between July 2013 and March 2018.

In July 2018 the Grattan Institute released its report on the performance of the NEM. It concluded that some generators were engaging in what it called “bidding games” and those bidding games were particularly acute in Queensland. For example, according to the Grattan Institute, price fluctuations caused by bidding games added \$825m to the value of electricity traded in the NEM in 2017 and \$673m of that was in Queensland.

5.

In response to media scrutiny, the Queensland government directed Stanwell on 6 June 2017 to cease gaming its bids. The ACCC has observed that following the direction the conduct virtually ceased by both Stanwell and CSE, despite the instruction being directed only to Stanwell. As such the \$673m figure seems to represent only 5 months of the behaviour.

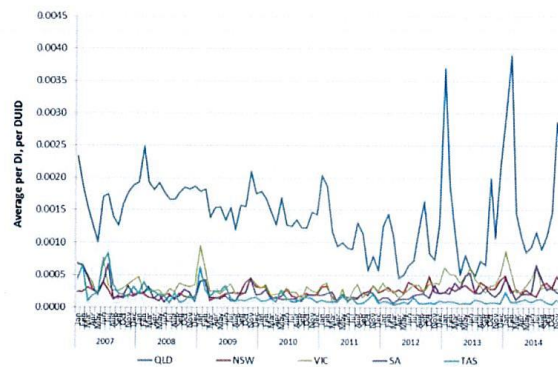
What is the purpose of rebidding?

The purpose of rebidding is to establish an efficient and fair pricing process. Rebidding in five minute intervals enables market participants and consumers to take advantage of short term pricing signals or changes in the market. The intention of this process is to create a competitive environment in the NEM that promotes efficiency.

This process however, incentivises electricity generators to bid strategically. Strategic rebidding would include rebidding close to a given dispatch interval to prevent other supply or demand-side participants to respond.

In other words, rebidding has enabled generators to 'game' the NEM.

Regional comparison of late rebidding that shifted capacity to price bands above \$300/MWh.



What is the issue with rebidding?

The issue with rebidding is that it has increased wholesale electricity prices in Queensland. The Queensland Productivity Commission (QPC) reported in 2015-2016 that rebidding had provided electricity generators with the market power to dramatically change prices for electricity already consumed.

What is market power?

Market power has been described as the ability to raise prices above supply costs without competitors taking away customers over time. It has also been described as the ability to act in a market without competitive restraint.

6.

What is misuse of market power?

Misuse of market power, as relevantly defined during the claim period, occurs when a company with a substantial degree of market power takes advantage of that power to deter or prevent competitive conduct.



QUEENSLAND ELECTRICITY PRICING CLASS ACTION

Frequently Asked Questions

General Questions

1. **Am I eligible to join the class action?**

You are eligible to participate in the class action if you paid for electricity in Queensland during the period from 1 August 2014 to 31 December 2019.

2. **Is this class action only limited to Queensland consumers?**

Yes, only Queensland electricity consumers are eligible to join the class action.

3. **I used to live in Queensland during the relevant period but have since moved interstate/abroad, can I participate in this class action?**

Yes, you can participate. This class action is designed to address past misconduct by Queensland's State-owned electricity generators. If you paid for electricity in the relevant period then you are eligible to participate.

4. **What is a class action?**

A class action is an action that is brought by one person ("Applicant") on his or her own behalf and on behalf of a class of people ("class members") against another person ("Respondent") where the Applicant and the class members have similar claims against the Respondent.

Class members in a class action are not individually responsible for the legal costs associated with bringing the class action. In a class action, only the Applicant is responsible for the costs.

Class members are "bound" by the outcome in the class action, unless they have opted out of the proceeding. A binding result can happen in two ways being either a judgment following a trial, or a settlement at any time. If there is a judgment or a settlement of a class action class members will not be able pursue the same claims and may not be able to pursue similar or related claims against the Respondents in other legal proceedings.

5. **Who are the Respondents in this class action?**

The two Respondents are Queensland's state-owned electricity generators, Stanwell Corporation Limited and CS Energy Limited.

6. **How do class actions work?**

In class actions, the entire class of affected or wronged individuals are represented by a single individual, known as the **representative**. The **representative** pursues their own claim while also raising common issues that are shared with the rest of the class.

By bringing common issues before the Court a class action is able to efficiently resolve many claims (or issues) in one instance against the Respondents.

7. **Will it cost me anything to join the class action?**

No.

8. **Will I need to pay any of the costs of the legal claim?**

No – Litigation Capital Management (**LCM**) has agreed to fund the entirety of the action, meaning it assumes all of the financial risk of bringing the claim in exchange for a share of the amounts recovered.

It is important to note that LCM does not have any recourse to the class members' assets. LCM will only recover costs and fees if the litigation is successful. If the litigation is unsuccessful LCM will bear all costs.

9. **Who is Litigation Capital Management (LCM)?**

LCM is one of the world's first litigation funders, enabling the pursuit and recovery of funds from legal claims through **litigation funding** (also known as **litigation finance**). LCM assists their clients to recover significant claims that, without litigation funding, would not have been pursued due to the cost and risks associated with litigation. A link to their website is here: <https://www.lcmfinance.com/>

10. **Who is Piper Alderman?**

Piper Alderman is a premier national law firm. Piper Alderman's expertise has been built on nearly two centuries of industry experience. Piper Alderman has been a leading advisor to Australian commercial interests for more than 175 years. We have more than 70 partners and close to 350 staff in offices in Sydney, Brisbane, Melbourne and Adelaide. Piper Alderman has extensive experience in running large-scale, complex commercial and class action litigation. A link to our website is here: <https://www.piperalderman.com.au/>

11. **Do I need to repay the Funder for the costs it incurs in paying for this class action?**

If the class action is successful LCM will be reimbursed the costs it has incurred in pursuing your claim. This payment will be deducted from the amount recovered before any distributions are made to you and any such payment will be capped at the recovered amount to ensure you can participate in the class action free of any risk of having to pay out of your own pocket.

12. **Will I owe money to the funder?**

No – LCM can only recover costs it incurs from money recovered from the Respondent.

13. **Will I have to pay anything if the claim is unsuccessful?**

No - unless you are the representative party (that is the Applicant in the legal claim), you cannot be responsible for any costs incurred by the Respondents if the claim is unsuccessful. LCM has agreed to indemnify the representative party against any adverse costs.

14. **Will I need to spend any time if I join the class action?**

Once you have registered and agreed to the funding agreement you must provide us with your electricity provider details (ie. account number) for us to make a claim on your behalf.

Once these tasks are completed it is unlikely that you will need to spend much additional time on this matter.

15. **How long will it take to resolve the class action**

We estimate any legal proceedings to take between one to five years from filing the claim with the Court.

16. **How much might I recover?**

This is a difficult question to answer as it will depend on the amount recovered from the Respondents, the funding costs and the legal costs incurred in pursuing it. Any settlement of the class action is subject to Court approval.

17. **What will LCM receive?**

Apart from repayment of the litigation costs it funds, LCM will receive a share of any amount recovered. This is referred to as the success fee in the litigation funding agreement. Please review this agreement and contact us if you have any questions.

18. **What will Piper Alderman receive?**

Piper Alderman will be paid fees for the legal work it undertakes by LCM. These fees will be charged at our standard rates and are based on the time spent by our lawyers. We are not entitled to a share of any amount that might be recovered. LCM is liable to pay Piper Alderman's fees irrespective of the outcome of the case.

19. **What do I need to do to express interest in joining the class action?**

If you wish to join the class action you need to register and agree to the LCM funding agreement (part of registration process) by using the link provided below.

<https://www.qldenergyclassaction.com.au/register/>

20. **What information do you require from me? What will you do with this information?**

We require your contact details, your electricity provider name and your account number with your electricity provider during the period from 1 January 2013 to 30 June 2019 to support your claim. Your details will be stored in a secure system and will be used to make a claim on your behalf in the class action.

21. **Can I change my mind and decide not participate?**

Yes, you will have an opportunity to opt-out when the Court orders an "opt-out" notice be published to all class members. At this time you can elect to participate in the action or not.

22. **Who do I contact if I still have queries and will this cost me anything?**

Contacting us won't cost you anything. If you have any additional questions please call our Call Centre on 07 3234 2301 or e-mail us on:

QLDEnergyClassAction@piperalderman.com.au.



QLD Energy Class Action

Piper Alderman is representing Queensland based electricity consumers in an action against electricity generators, CS Energy and Stanwell Corporation.



Piper Alderman have been investigating anomalous spikes in the spot price of electricity in the Queensland region of the National Electricity Market. CS Energy and Stanwell are accused of gaming the NEM to create artificial scarcity of supply which leads to inflated electricity prices and prevents other generators from competing for market share. We believe this conduct amounts to a contravention of the Competition and Consumer Act 2010 (Cth), section 46.

The defendants

Stanwell and CS Energy control around 70% of the electricity dispatched in Queensland. Allegations of market power abuse by Stanwell and CS Energy to manipulate the price of electricity have been investigated by the Queensland Productivity Commission, the Australian Energy Market Commission, the Australian Energy Regulator and the Australian Competition and Consumer Commission. This is not an action against your electricity provider (e.g. Origin, AGL etc.).

Cost free, risk free and hassle free

There is no cost to register. This action is financed by LCM.

There is no risk to participate in the action. LCM carries all of the costs and risks of this action.

Claimants do not have to locate their electricity bills before they can register for the action. After registering, we may ask you for the name of your electricity provider(s) from the last 6 years, your electricity account number(s) and an estimate of your annual electricity spend. Other than providing that information in due course, there is nothing further for you to do but await the outcome of the action.

Reimbursement

The action seeks reimbursement of electricity costs paid by Queenslanders. How much you will ultimately recover will depend on the amount recovered from the defendants, the funding costs and the legal costs incurred in pursuing it. Any settlement of the class action is subject to Court approval. Regardless of the outcome, LCM bears all of the legal costs.

Anonymity

Registration in the class action is confidential and any participation will remain anonymous throughout the litigation. Piper Alderman will take every step possible to ensure your claim remains anonymous. If we are ordered to file a list of claimants with the Court, we will contact every claimant beforehand giving them the option of opting out or continuing with the claim.

Eligibility

Any business or individual who purchased electricity in Queensland at any time between August 2014 and December 2019 are invited to visit www.QLDEnergyClassAction.com.au to obtain more information and to register their claim.



Piper Alderman is a full-service, commercial law firm with offices in Sydney, Melbourne, Brisbane and Adelaide. Please visit <http://www.piperalderman.com.au>



Litigation Capital Management Limited is a leading international provider of litigation funding solutions. LCM has been in business since 1998 and was one of the first litigation funders in Australia. Please visit <http://www.lcmfinance.com>



Contacting us won't cost you anything. If you have additional questions please call our Call Centre on **07 3234 2301** or email us on QLDEnergyClassAction@piperalderman.com.au



Recommendation / Report

From: Shaun Radnedge
 Ordinary Meeting – 15 October 2020

SUBJECT

MSC Financial Statements

PROPOSED RESOLUTION:

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

BACKGROUND:

Purpose of the Report

Presentation of auditor-general's observation report to Council relating to the audit of financial statements 2019/2020.

Recommendation:

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

Body of Report:

Section 213 – Local Government Regulation 2012

Presentation of auditor-general's observation report

(1) This section applies if the auditor-general gives the mayor of a local government a copy of the auditor-general's observation report about an audit of the local government's financial statements.

(2) An auditor-general's observation report, about an audit of a local government's financial statements, is a report about the audit prepared under section 54 of the Auditor-General Act 2009 that includes observations and suggestions made by the auditor-general about anything arising out of the audit.

(3) The mayor must present a copy of the report at the next ordinary meeting of the local government.

The outcome of the audit for the financial year ended 30 June 2020 is detailed in the closing report. Specific points to note:

Overall result:

QAO will issue an unmodified opinion on the financial statements.

Financial statement preparation process:

– Year-end close and timeliness (both green light) whilst quality is (red) due to a capital grant adjustment.

Internal control environment process:

The outcome was generally effective except on one issue regarding a creditor payment.

Financial Sustainability**Overall result: Moderate risk (amber)**

- The current year Operating Surplus Ratio is -13.83 % (negative) compared to the target of 10% (positive). The five year average is -9.22% (negative).
- The current year Asset Sustainability Ratio is 81%. This result is under the target of 90%. The five year average is 89.44%.
- The current year Net Financial Liabilities Ratio is 0.36% and is well below the target of 60% (positive). This is a good result.

Attached documents:

Management representation letter

13 October 2020

Mr B Worrall
Auditor-General of Queensland
Queensland Audit Office
PO Box 15396
CITY EAST QLD 4002

Dear Mr Worrall

REPRESENTATIONS BY MANAGEMENT OF MURWEH SHIRE COUNCIL FOR THE YEAR ENDED 30 JUNE 2020 AND EVENTS SUBSEQUENT TO THAT DATE

This representation letter is provided for the audit of Murweh Shire Council's financial report for the year ended 30 June 2020. These representations are provided by us to assist you in expressing an opinion on whether the financial report presents a true and fair view in accordance with the Local Government Act 2009, the Local Government Regulation 2012, and the Australian Accounting Standards.

We acknowledge our responsibility for ensuring that the financial report is in accordance with Australian Accounting Standards (including the Australian Accounting Interpretations) issued by the Australian Accounting Standards Board and other prescribed requirements under the Local Government Act 2009 and Local Government Regulations 2012. We confirm that the financial report has been approved by management and is free of material misstatements including omissions.

We confirm that, to the best of our knowledge and belief, the statements made in appendix A to this letter are factually correct. These statements are made based on information available to us having made such enquiries as we considered necessary to appropriately inform ourselves on these matters.

We understand that your audit was:

- conducted in accordance with the *Auditor-General of Queensland Auditing Standards* which incorporate the Australian Auditing Standards
- designed primarily for the purpose of expressing an opinion on the financial report of Murweh Shire Council taken as a whole, in accordance with the requirements of the *Auditor-General Act 2009*; and
- limited to tests of the financial records and other auditing procedures you considered necessary for that purpose.

For and on behalf of the Murweh Shire Council.

Yours sincerely

Councillor Shaun Radnedge
Mayor
13 October 2020

Neil Polglase
Chief Executive Officer
13 October 2020

Access to information, documents and property

1. We confirm to the best of our knowledge and understanding that the auditors have been given full and free access to all documents and property belonging to, in the custody of, or under the control of Murweh Shire Council. In discharging our responsibility to provide full and free access:

We have provided you with:

- access to all information, in both electronic and other forms, of which we are aware that is relevant to the preparation of the financial report such as records, documentation and other matters
- additional information that you have requested from us for the purposes of the audit
- unrestricted access to persons within Murweh Shire Council from whom you determined it necessary to obtain audit evidence.

2. We have made available details of all bank accounts.

Financial report preparation

3. We have fulfilled our responsibilities, as set out in the terms of the audit engagement, for the preparation of the financial report in accordance with Australian Accounting Standards, the Local Government Act 2009 and Local Government Regulations 2012; in particular, the financial report gives a true and fair view in accordance therewith.
4. All transactions have been recorded in the accounting records and reflected in the financial report.
5. The electronic presentation of the financial report is our responsibility. Our responsibility includes ensuring that the electronic version of the financial report and the independent auditor's report presented on the web site are the same as the final signed version of the financial report and independent auditor's report.

Financial statement disclosures

6. The financial report discloses all significant accounting policies used in the preparation of the financial report. We considered the substance of the underlying transactions as well as their legal form in selecting the appropriate accounting policies and related disclosures for the financial report.
7. The following material items have been properly recorded and disclosed in the financial report in accordance with Australian Accounting Standards:
 - (a) changes in accounting policies, estimates and/or correction of any prior period errors
 - (b) financial assets and/or liabilities
 - (c) inventory recorded at lower of cost or net realisable value and adjusted for obsolescence
 - (d) asset revaluations
 - (e) asset impairment losses and/or reversals
 - (f) non-current assets held for sale and/or discontinued operations
 - (g) intangible assets
 - (h) all management judgements applied in the application of accounting policies assessed as having the most significant effect on the resultant amounts
 - (i) all sources of estimation uncertainty in key assumptions underlying recorded assets and liabilities that may result in a material adjustment to the carrying amounts of such assets and liabilities in the next financial year
 - (j) liabilities (including provisions), contingent liabilities or assets (including those arising under derivative financial instruments)
 - (k) contracts, events or transactions that were entered into/occurred during the financial year

- (l) identification and consolidation of controlled entities
- (n) interests in joint ventures and/or associates
- (o) identification of any losses and/or special payments

Significant management assumptions

8. Significant assumptions used by us in making accounting estimates are reasonable and supported. This includes significant judgements and assumptions used in:
- measuring the fair values of financial assets and financial liabilities in accordance with AASB 13 *Fair Value Measurement* and AASB 9 *Financial Instruments*
 - assessing indicators of possible impairment of assets and testing for impairment in accordance with AASB 136 *Impairment of Assets*
 - reviewing the useful lives and residual values of property, plant and equipment, and intangible assets, and allocating depreciation and amortisation on a systematic basis over the estimated useful lives of the assets in accordance with AASB 116 *Property Plant and Equipment*
 - measuring accruals and provisions for employee entitlements under AASB 119 *Employee Entitlements*
 - assessing whether material contingent assets and liabilities exist under AASB 137 *Provisions, Contingent Liabilities and Contingent Assets*.

Valuation of Assets

9. An assessment of the fair value of assets has been conducted within the reporting period to ensure that their carrying amount does not materially differ from fair value calculated at the end of the reporting period, in accordance with AASB 116 *Property, Plant and Equipment*.
10. We have considered the requirements of AASB 136 *Impairment of Assets*, when assessing the impairment of assets and in ensuring that no assets are stated in excess of their recoverable amount.
11. Depreciation on relevant assets has been allocated on a systematic basis over the estimated useful lives of the assets. Useful lives and residual values of the assets were reviewed during the reporting period and adjusted where appropriate.
12. We have considered the unit rates adopted for each material asset class, in particular for the surface component of sealed roads and the pavement component of unsealed roads, and are satisfied that these are consistent with actual unit rates evidenced in recent works completed by Council, having due regard to the sub-componentisation of these assets into short and long life components.
13. When completing a reseal project on a bitumen road, and remaining portion (the “long life component”) of the top layer of two coat seal which is renewed in the reseal process is not removed, thereby supporting the valuation assumption that the top coat of two-coat bitumen seal contains both short and long life components.
14. The bottom coat of a two-coat seal (the primer seal) is incorporated into the pavement layer of sealed roads, rather than the surface layer, for purposes of valuing and depreciating road assets.
15. We have not recognised assets for waste landfill cells constructed by Council. We will undertake to prepare or obtain a valuation of these assets in the next financial year. Based on information currently available to us, we do not expect that the value of such assets will be material.

Related parties

16. We have disclosed to you the identity of Murweh Shire Council's related parties and all the related party relationships and transactions of which we are aware.
17. We have adequate process in place to identify, record and manage related party relationships.

18. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of Australian Accounting Standards.

Key Management Personnel

19. The key management personnel disclosed in related parties and key management personnel remuneration are a complete list of those persons who have the authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly.

Subsequent events

20. All events that occurred subsequent to the date of the financial report and for which Australian Accounting Standards require adjustment or disclosure have been adjusted or disclosed. We are not aware of anything else that has occurred after the end of the financial year that would cause the financial report to be misleading.

Compliance with applicable laws, regulations and contractual agreements

21. We have disclosed to you all known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing the financial report.
22. Murweh Shire Council has been properly managed in accordance with the requirements of the *Local Government Act 2009*.
23. We have complied, in all material respects with prescribed requirements for the establishment and keeping of relevant accounts, registers and other appropriate records.
24. We have complied with all aspects of contractual agreements that would have a material effect on the financial report in the event of non-compliance.

Uncorrected misstatements

25. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial report as a whole. A list of all uncorrected misstatements is included in your audit closing report, a copy of which has been provided to us.

Legal

26. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial report; and accounted for and disclosed in accordance with the Australian Accounting Standards and other prescribed requirements.
27. Murweh Shire Council has satisfactory title to all assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.

Internal Control

28. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud. We have established and maintained adequate internal control to facilitate the preparation of the financial report, and adequate financial records have been maintained.
29. We acknowledge our responsibility to identify the risks that Murweh Shire Council is exposed to and for measuring, assessing and developing a prioritised action plan. We confirm that we have established, maintained, operated and demonstrated an appropriate framework of business controls, to cover all our operational, technical, commercial, financial and administrative activities.

Fraud

30. We have disclosed to you the results of our assessment of the risk that the financial report may be materially misstated as a result of fraud.
31. We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects Murweh Shire Council and involves:

- management
 - employees who have significant roles in internal control
 - others where the fraud could have a material effect on the financial report.
32. We have disclosed to you all information in relation to allegations or fraud, or suspected fraud, affecting the financial report communicated by employees, former employees, analysts, regulators or others.

Future plans

33. There were no material commitments for the construction or acquisition of property, plant and equipment or to acquire other non-current assets, such as investments or intangibles, other than those disclosed in the financial report.
34. We have no plans or intentions that may materially affect the carrying values, or classification, of assets and liabilities.

Going concern basis of preparation

35. We have assessed Murweh Shire Council's ability to continue as a going concern and believe there are reasonable grounds to believe that Murweh Shire Council will be able to pay its debts as and when they become due and payable.

Financial Sustainability (Local Government audits only)

36. The capital expenditure amount used in the calculation of the "Asset sustainability ratio" disclosed in the current-year financial sustainability statement, has been prepared (Section 178 of the *Local Government Regulation 2012* or applicable Council Act] and represents the capital expenditure on the replacement of existing assets (renewals).
37. We have appropriate systems and procedures in place to differentiate between capital and operating grants; and to differentiate between operating and capital expenditure.

Other Information

38. We have informed you of all the documents that we expect to issue that may comprise other information.
39. The financial report and any other information obtained by you prior to the date of your auditor's report is consistent with one another, and the other information does not contain any material misstatements.

Environmental issues

40. We have recognised a provision for our obligations in respect of all Environmental Authority's held by Council in respect of landfill and quarry operations.
41. We have considered whether environmental matters could have a material impact on the financial report and conclude that:
- (a) we are not aware of any material liabilities or contingencies arising from environmental matters, including those resulting from illegal acts;
 - (b) we are not aware of environmental matters that may result in a material impairment of assets;
or
 - (c) if aware of such matters referred to in parts (a) and (b) above, we have disclosed to you all facts relating to those matters.

Insurance

42. We have established procedures to assess the adequacy of insurance cover on all assets and insurable risks, and where appropriate, assets and insurable risks are adequately covered by insurance.

Murweh Shire Council

Financial statements

For the year ended 30 June 2020

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Murweh Shire Council
Statement of Comprehensive Income
For the year ended 30 June 2020

	Note	2020 \$ 000's	2019 \$ 000's
Income			
Revenue			
Recurrent revenue			
Rates, levies and charges	3(a)	6,571	6,623
Fees and charges	3(b)	1,188	1,276
Interest received		144	233
Sales revenue	3(c)	4,007	2,856
Other income		90	30
Grants, subsidies, contributions and donations	4(a)	10,152	8,931
		<u>22,152</u>	<u>19,949</u>
Capital revenue			
Grants, subsidies, contributions and donations	4(b)	8,489	5,151
Other capital revenue	5	-	20
Total revenue		<u>30,641</u>	<u>25,120</u>
Total income		<u>30,641</u>	<u>25,120</u>
Expenses			
Recurrent expenses			
Employee benefits	6	(7,169)	(6,890)
Materials and services	7	(11,442)	(9,387)
Finance costs		(200)	(193)
Depreciation and amortisation			
Property, plant and equipment	10	(6,290)	(6,202)
Right of use assets	16	(113)	-
		<u>(25,216)</u>	<u>(22,672)</u>
Capital expenses	5	(261)	(1,834)
Total expenses		<u>(25,477)</u>	<u>(24,506)</u>
Net Result		<u>5,164</u>	<u>614</u>
Other comprehensive income			
Other comprehensive income items that will not be reclassified to net result			
Increase in asset revaluation surplus	17	23,906	-
Total other comprehensive income for the year		23,906	-
Total comprehensive income for the year		<u>29,070</u>	<u>614</u>

The above statement should be read in conjunction with the accompanying notes and Significant Accounting Policies.

The comparatives have not been restated on adoption of AASB 15 / 1058 and AASB 16 and therefore the comparative information is presented using the previous standards relating to revenue and leases.

Murweh Shire Council
Statement of Financial Position
as at 30 June 2020

	2020	2019
Note	\$	\$
Current assets	000's	000's
Cash and cash equivalents	8 5,176	7,769
Trade and other receivables	9 1,883	1,808
Contract assets	15 2,566	-
Inventories	244	261
Other assets	237	183
Total current assets	10,106	10,021
Non-current assets		
Property, plant and equipment	10 390,938	364,348
Work in Progress	10 7,943	4,594
Right-of-Use Assets	16 109	-
Total non-current assets	398,990	368,943
Total assets	409,096	378,964
Current liabilities		
Trade and other payables	12 3,369	2,177
Borrowings	13 277	402
Provisions	14 1,142	1,196
Contract liabilities	15 1,395	-
Lease liabilities	16 84	-
Total current liabilities	6,267	3,775
Non-current liabilities		
Borrowings	13 1,860	2,132
Provisions	14 2,034	1,900
Lease liabilities	16 25	-
Total non-current liabilities	3,919	4,032
Total liabilities	10,186	7,807
Net community assets	398,910	371,158
Community equity		
Asset revaluation surplus	17 276,181	252,275
Retained surplus	122,729	118,883
Total community equity	398,910	371,158

The above statement should be read in conjunction with the accompanying notes and Significant Accounting Policies.

The comparatives have not been restated on adoption of AASB 15 / 1058 and AASB 16 and therefore the comparative information is presented using the previous standards relating to revenue and leases.

Murweh Shire Council
Statement of Changes in Equity
For the year ended 30 June 2020

	Asset revaluation surplus	Retained surplus	Total
Note	\$	\$	\$
	000's	000's	000's
Balance as at 1 July 2019	252,275	118,883	371,158
Adjustment on initial application of AASB 15/AASB 1058	-	(1,318)	(1,318)
Restated balance at 1 July 2019	<u>252,275</u>	<u>117,565</u>	<u>369,840</u>
Net result	-	5,164	5,164
Other comprehensive income for the year			
Increase in asset revaluation surplus	17 23,906	-	23,906
Total comprehensive income for the year	<u>23,906</u>	<u>5,164</u>	<u>29,070</u>
Balance as at 30 June 2020	<u>276,181</u>	<u>122,729</u>	<u>398,910</u>
Balance as at 1 July 2018	252,275	118,269	370,544
Net result	-	614	614
Increase in asset revaluation surplus	17 -	-	-
Total comprehensive income for the year	<u>-</u>	<u>614</u>	<u>614</u>
Balance as at 30 June 2019	<u>252,275</u>	<u>118,883</u>	<u>371,158</u>

The above statement should be read in conjunction with the accompanying notes and Significant Accounting Policies.

The comparatives have not been restated on adoption of AASB 15 / 1058 and AASB 16 and therefore the comparative information is presented using the previous standards relating to revenue and leases.

Murweh Shire Council
Statement of Cash Flows
For the year ended 30 June 2020

	Note	2020 \$ 000's	2019 \$ 000's
Cash flows from operating activities			
Receipts from customers		12,538	12,723
Payments to suppliers and employees		<u>(18,494)</u>	<u>(18,275)</u>
		(5,956)	(5,552)
Interest received		144	233
Finance costs		(187)	(177)
Non-capital grants and contributions	4(a)	<u>9,482</u>	<u>8,931</u>
Net cash inflow from operating activities	19	<u><u>3,483</u></u>	<u><u>3,435</u></u>
Cash flows from investing activities			
Payments for property, plant and equipment		(12,651)	(8,082)
Proceeds from sale of property plant and equipment	5(a)	142	428
Capital grants, subsidies, contributions and donations	4(b)	<u>6,939</u>	<u>5,151</u>
Net cash outflow from investing activities		<u><u>(5,570)</u></u>	<u><u>(2,503)</u></u>
Cash flows from financing activities			
Repayment of borrowings	13	(397)	(369)
Repayments made on leases (principal only)	16	(109)	-
Net cash outflow from financing activities		<u><u>(506)</u></u>	<u><u>(369)</u></u>
Net increase in cash held		<u><u>(2,593)</u></u>	<u><u>563</u></u>
Cash and cash equivalents at beginning of the financial year		7,769	7,206
Cash and cash equivalents at end of the financial year	8	<u><u>5,176</u></u>	<u><u>7,769</u></u>

The above statement should be read in conjunction with the accompanying notes and Significant Accounting Policies.

The comparatives have not been restated on adoption of AASB 15 / 1058 and AASB 16 and therefore the comparative information is presented using the previous standards relating to revenue and leases.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

1 Significant accounting policies

1.A Basis of preparation

These general purpose financial statements are for the period 1 July 2019 to 30 June 2020 and have been prepared in compliance with the requirements of the *Local Government Act 2009* and the *Local Government Regulation 2012*.

These financial statements comply with Australian Accounting Standards and Interpretations issued by the Australian Accounting Standards Board (AASB). Council is a not-for-profit entity for financial reporting purposes and complies with Australian Accounting Standards as applicable to not-for-profit entities.

These financial statements have been prepared under the historical cost convention except for the revaluation of certain classes of property, plant and equipment and investment property.

1.B Constitution

The Murweh Shire Council is constituted under the Queensland *Local Government Act 2009* and is domiciled in Australia.

1.C Currency

The Council uses the Australian dollar as its functional currency and its presentation currency.

1.D New and Revised Accounting Standards adopted during the year

Council adopted all standards which became mandatory effective for annual reporting period beginning on 1 July 2019, the standards which had an impact on reported position, performance and cash flows were those relating to revenue and leases.

Refer to the change in accounting policy note 26 for transition disclosures for *AASB 15 Revenue from Contracts with Customers*, *AASB 1058 Income of Not-for-Profit Entities* and *AASB 16 Leases*.

1.E Standards issued by the AASB but not yet effective

The AASB has issued Australian Accounting Standards and interpretations which are not effective at 30 June 2020, these standards have not been adopted by Council and will be included in the financial statements on their effective date. Where the standard is expected to have a significant impact for Council then further information has been provided in this note.

The following list identifies all the new and amended Australian Accounting Standards and Interpretation, that were issued but not yet effective.

AASB 2018-7 Amendments to Australian Accounting Standards - Definition of Material - effective 1 January 2020

1.E Estimates and Judgements

Councils make a number of judgements, estimates and assumptions in preparing these financial statements. These are based on the best information available to Council at the time, however due to the passage of time, these assumptions may change and therefore the recorded balances may not reflect the final outcomes. The significant judgements, estimates and assumptions relate to the following items and specific information is provided in the relevant note.

Valuation and depreciation of property, plant and equipment - Note 10

Provisions - Note 14

Contingent liabilities - Note 18

Financial instruments and financial liabilities - Note 23

Revenue - Note 3

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

1 Significant accounting policies (continued)

1.F Rounding and Comparatives

The financial statements are in Australian dollars and have been rounded to the nearest \$1,000.

Comparative information is generally restated for classifications, errors and changes in accounting policies unless permitted otherwise by transition rules in a new Accounting Standard.

1.G Volunteer Services

Council currently do not have volunteer services that it receives.

1.H Taxation

Council is exempt from Commonwealth taxation except for Fringe Benefits Tax and Goods and Services Tax (GST). The net amount of GST recoverable from the ATO or payable to the ATO is shown as an asset or liability respectively.

1.I Impacts from the COVID-19 pandemic

Council has assessed the impact of the COVID-19 global pandemic and found there were no material implications for the financial year ending 30 June 2020. However, Council acknowledges that the COVID-19 restrictions have impacted some businesses and the community in general and has decided to extend the rates and charges discount period to 31 December 2020.

Murweh Shire Council
Notes to the financial statements
 For the year ended 30 June 2020

2 Analysis of Results by Function

2(a) Components of council functions

The activities relating to the Council's components reported on in Note 2(b) are as follows :

A Corporate Services

Corporate governance

The objective of corporate governance is for Council to be open, accountable, transparent and deliver value for money community outcomes. This is part of the Corporate Services function and includes strategic and operational planning, risk management, legal and administrative support. The Mayor, Councillors and Chief Executive Officer are included in corporate governance.

Finance and information

Finance and information provides professional finance and information services across all of Council. This function is a part of the Corporate Services function and includes internal audit, budget support, financial accounting and information technology services. The goal is to provide accurate, timely and appropriate information to support sound decision making and meet statutory obligations.

B Engineering Services

Includes construction and maintenance of shire and state controlled roads, stormwater drainage, footpaths, bicycle ways, other private works, street lighting, plant management, engineering development and design.

C Health / Environmental Services

The goal of Health and Environmental Services is to ensure Murweh is a healthy, vibrant, contemporary and connected community. Health and Environmental Services provides well managed and maintained community facilities and ensures the effective delivery of cultural, health, welfare, environmental and recreational services.

The goal of the waste management program is to protect and support our community and natural environment by sustainably managing refuse. The function provides refuse collection and disposal services, mosquito and other pest management programs.

The sub-functions include animal control, pest control, health regulation and compliance, immunisation, environmental monitoring, river management, parks and gardens maintenance, refuse collection and disposal, waste management, swimming pools, racecourse complex, halls and centres, showgrounds, cemeteries, public conveniences, and aged care housing management.

D Water and Sewerage Services

(i) Water Services

The goal of this program is to support a healthy, safe community through sustainable water services.

(ii) Sewerage Services

This function protects and supports the health of our community by sustainably managing sewerage infrastructure.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

2 Analysis of results by function (continued)
(b) Income and expenses defined between recurring and capital are attributed to the following functions:

Year ended 30 June 2020

Functions	Gross program income						Total income	Gross program expenses		Total expenses	Net result from recurring operations	Net result	Assets
	Recurring		Grants		Capital			Recurring	Capital				
	2020	2020	2020	2020	2020	2020							
Corporate services	6,503	4,577	6,169	-	17,249	7,813	261	8,074	3,267	9,174	2020	2020	
Engineering services	3,106	3,974	2,320	-	9,400	10,794	-	10,794	(3,714)	(1,394)	\$'000	\$'000	
Environmental health services	542	900	-	-	1,442	4,720	-	4,720	(3,278)	(3,278)	896	79,410	
Water and Sewerage	-	2,550	-	-	2,550	1,888	-	1,888	662	662	27,194	301,596	
Total Council	10,151	12,001	8,489	-	30,641	25,215	261	25,476	(3,063)	5,164	409,096		

Year ended 30 June 2019

Functions	Gross program income						Total income	Gross program expenses		Total expenses	Net result from recurring operations	Net result	Assets
	Recurring		Grants		Capital			Recurring	Capital				
	2019	2019	2019	2019	2019	2019							
Corporate services	6,090	4,642	3,680	20	14,432	7,469	1,834	9,303	3,264	5,130	2019	2019	
Engineering services	2,233	2,846	2,071	-	7,150	9,100	-	9,100	(4,021)	(1,950)	\$'000	\$'000	
Environmental health services	8	915	-	-	923	3,975	-	3,975	(3,052)	(3,052)	97	279,764	
Water and Sewerage	-	2,614	-	-	2,614	2,128	-	2,128	486	486	27,144	71,960	
Total Council	8,331	11,018	5,751	20	25,120	22,672	1,834	24,506	(3,323)	614	378,964		

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

	Council	
	AASB 15 \$ 000's	AASB 1058 \$ 000's
3 Revenue		
Revenue recognised at a point in time		
Rates, levies and charges	-	6,571
Fees and charges	1,188	-
Sales revenue	4,007	-
Grants, subsidies, donations and contributions	259	7,333
	5,454	13,905
Revenue recognised over time		
Grants, subsidies, donations and contributions	1,309	1,251
Grants relating to assets controlled by Council	-	8,489
	1,309	9,740
Total	6,763	23,645

(a) Rates, levies and charges

	2020 \$ 000's	2019 \$ 000's
--	---------------------	---------------------

2020 accounting policy: Rates and annual charges are recognised as revenue when the council obtains control over the assets comprising these receipts which is the beginning of the rating period to which they relate. Prepaid rates are recognised as a financial liability until the beginning of the rating period.

2019 accounting policy: Rates are recognised as revenue at the start of the rating period. If a ratepayer pays their rates before the start of the rating period, they are recognised as revenue when they are received.

General rates	3,905	3,894
Water	1,683	1,680
Water consumption, rental and sundries	94	144
Sewerage	971	970
Garbage charges	621	622
Total rates and utility charge revenue	7,273	7,310
Less: Discounts	(607)	(593)
Less: Pensioner remissions	(94)	(94)
	6,571	6,623

(b) Fees and charges

2020 accounting policy: Revenue arising from fees and charges is recognised when or as the performance obligation is completed and the customer receives the benefit of the goods/services being provided.

The performance obligation relates to the specific services which are provided to the customers and generally the payment terms are within 30 days of the provision of the service or in some cases, the customer is required to pay on arrival, for example entry to cosmos centre. There is no material obligation for Council in relation to refunds or returns.

Licenses granted by Council are all either short-term or low value and all revenue from licences is recognised at the time that the licence is granted rather than the term of the licence.

Revenue from infringements is recognised on issue of infringement notice after applying the expected credit loss model relating to impairment of receivables for initial recognition of statutory receivables.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

	2020	2019
	\$	\$
	000's	000's
(b) Fees and charges (continued)		
2019 accounting policy: Fees and charges are recognised when council is unconditionally entitled to those funds. Generally this is upon lodgement of the relevant applications or documents, issuing of the infringement notice or when the service is provided.		
Aerodrome landing and usage fees	366	370
Cemetery fees	34	46
Cosmos centre entry and souvenir sales	357	440
Rental income	185	167
Town planning and building fees	11	11
Agistment fees	49	66
Miscellaneous	187	176
	<u>1,188</u>	<u>1,276</u>
(c) Sales revenue		
The sale of goods is recognised when the customer has taken delivery of the goods. Revenue from services is recognised when the service is rendered.		
Revenue from contracts and recoverable works generally comprises a recoupment of material costs together with an hourly charge for use of equipment and employees. This revenue and the associated costs are recognised by reference to the stage of completion of the contract activity based on costs incurred at the reporting date. Where consideration is received for the service in advance it is included in contract liabilities and is recognised as revenue in the period when the service is performed. There are no contracts in progress at the year end. The contract work carried out is not subject to retentions.		
Contract and recoverable works	4,007	2,856
	<u>4,007</u>	<u>2,856</u>

4 Grants, subsidies, contributions and donations

2020 accounting policy:

Grant income under AASB 15

Where grant income arises from an agreement which is enforceable and contains sufficiently specific performance obligations the revenue is recognised when each performance obligations is satisfied.

The performance obligations vary based on the agreement. Payment terms vary depending on the terms of the grant, cash is received upfront for some grants and on the achievement of certain payment milestones for others.

Each performance obligation is considered to ensure that the revenue recognition reflects the transfer of control and within grant agreements there maybe some performance obligations where control transfers at a point in time and others which have continuous transfer of control over the life of the contract.

Where control is transferred over time, generally the input methods being either costs or time incurred are deemed to be the most appropriate methods to reflect the satisfaction of the contract performance obligation.

Grant income under AASB 1058

Assets arising from grants in the scope of AASB 1058 is recognised at fair value when the asset is received.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

4 Grants, subsidies, contributions and donations (continued)

Once the assets and liabilities have been recognised then income is recognised for any remaining asset value at the time that the asset is received.

Capital grants

Capital grants received to enable Council to acquire or construct an item of property, plant and equipment to identified specifications which will be under Council's control and which is enforceable are recognised as revenue as and when the obligation to construct or purchase is completed. For construction projects, this is generally as the construction progresses in accordance with costs incurred since this is deemed to be the most appropriate measure of the completeness of the construction project as there is no profit margin.

Where assets are donated or purchased for amounts significantly below fair value, the revenue is recognised at fair value when the asset is acquired and controlled by the Council.

2019 accounting policy: Grants, subsidies, donations and contributions that are non-reciprocal in nature are recognised as revenue when Council obtains control over them, which is usually upon receipt of funds.

Physical assets contributed to Council by developers in the form of road works, stormwater, water and wastewater infrastructure and park equipment are recognised as revenue when the development becomes "on maintenance" (i.e. the Council obtains control of the assets and becomes liable for any ongoing maintenance) and there is sufficient data in the form of drawings and plans to determine the approximate specifications and values of such assets. Non-cash contributions with a value in excess of the recognition thresholds are recognised as non-current assets. Those below the thresholds are recorded as expenses.

Where grants are received that are reciprocal in nature, revenue is recognised as the various performance obligations under the funding agreement are fulfilled.

	2020 \$ 000's	2019 \$ 000's
(a) Recurrent		
General purpose grants	7,278	7,351
State government subsidies and grants	2,873	1,580
	<u>10,152</u>	<u>8,931</u>
(b) Capital		
Capital revenue includes grants and subsidies received which are tied to specific projects for the replacement or upgrade of existing non-current assets and/or investment in new assets. It also includes non-cash contributions which are usually infrastructure assets received from developers.		
Commonwealth and State governments subsidies and grants	8,489	5,151
	<u>8,489</u>	<u>5,151</u>
5 Capital income/(expenditure)		
a) Gain/(Loss) on disposal of non-current assets		
Proceeds from the sale of property, plant and equipment	142	428
Less: Book value of property, plant and equipment disposed of	(329)	(408)
Total capital income/(expenditure)	<u>(187)</u>	<u>20</u>
b) Capital expense		
Landfill restoration	74	1,834

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

	2020	2019
	\$	\$
	000's	000's
6 Employee benefits		
Total staff wages and salaries	4,836	4,879
Councillors' remuneration	310	329
Annual, sick and long service leave entitlements	1,771	1,866
Superannuation	872	857
	19	
	<u>7,788</u>	<u>7,931</u>
Less: Capitalised employee expenses	<u>(619)</u>	<u>(1,041)</u>
	<u>7,169</u>	<u>6,890</u>

Councillor remuneration represents salary, and other allowances paid in respect of carrying out their duties.

Total Council employees at the reporting date:	Number	Number
Elected members	5	5
Administration staff	50	55
Depot and outdoors staff	84	85
Total full time equivalent employees	<u>139</u>	<u>145</u>

7 Materials and services

Advertising and marketing	107	106
Audit services	47	59
Communications and IT	588	459
Contractors	164	125
Donations paid	203	201
Insurance	324	294
Staff training	82	85
Repairs and maintenance - (Including repairs to flood damaged roads)	7,397	6,872
Lease/Rental housing - operating costs	86	106
Subscriptions and registrations	108	111
Other materials and services	2,337	970
	<u>11,442</u>	<u>9,387</u>

8 Cash and cash equivalents

Cash and cash equivalents in the statement of cash flows include cash on hand, all cash and cheques receipted but not banked at the year end, deposits held at call with financial institutions, other short-term, highly liquid investments with original maturities of three months or less that are readily convertible to cash and which are subject to an insignificant risk of changes in value, and bank overdrafts.

National Bank of Australia - operating	162	217
Queensland Treasury Corporation	5,011	7,549
Cash on hand	3	3
Balance per statement of cash flows	<u>5,176</u>	<u>7,769</u>

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

9 Trade and other receivables

Receivables are amounts owed to council at year end. They are recognised at the amount due at the time of sale or service delivery. Settlement of receivables is required within 30 days after the invoice is issued.

Debts are regularly assessed for collectability and allowance is made, where appropriate, for impairment. All known bad debts are written-off at the end of reporting period. If an amount is recovered in a subsequent period it is recognised as revenue.

Because Council is empowered under the provisions of the *Local Government Act 2009* to sell an owner's property to recover outstanding rate debts, Council does not impair rate receivables.

	2020	2019
	\$	\$
	000's	000's
Current		
Rateable revenue and utility charges	1,094	1,191
Other debtors	793	617
Loss allowance	(4)	-
	<u>1,883</u>	<u>1,808</u>
Movement in accumulated impairment losses (provision for doubtful debts) is as follows:		
Opening balance	-	-
Adjustment to opening balance upon application of AASB 9 (2019)	-	-
Additional impairments recognised	(4)	-
Closing balance	<u>(4)</u>	<u>-</u>

Interest is charged on outstanding rates at a rate of 9.5% per annum. No interest is charged on other debtors. There is no concentration of credit risk for rates and utility charges, fees and other debtors receivable.

Ageing of receivables and the amount of any impairment is disclosed in the following table:

Subject to impairment		
Not past due	784	613
Past due 31-60 days	2	4
Past due 61-90 days	7	-
Total gross carrying amount	<u>793</u>	<u>617</u>
Loss allowance	(4)	-
Total	<u>789</u>	<u>617</u>
Not subject to impairment		
Rates and utility charges	<u>1,094</u>	<u>1,191</u>
	<u>1,883</u>	<u>1,808</u>

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

10 Property, plant and equipment

Council - 30 June 2020

	Land Fair value \$'000	Parks Fair value \$'000	Aerodrome landing strip Fair value \$'000	Road, drainage and bridge Fair value \$'000	Buildings and other structures Fair value \$'000	Plant and equipment Cost \$'000	Water and sewerage infrastructure Fair value \$'000	Work in progress Cost \$'000	Total \$'000
Basis of measurement									
Asset values	3,438	2,490	13,903	326,785	71,524	16,523	49,101	4,594	488,358
Opening gross value as at 1 July 2019									
Additions	-	-	-	-	-	-	-	12,652	12,652
Disposals	-	-	-	-	-	(813)	-	-	(813)
Revaluation adjustment to asset revaluation	-	-	392	9,249	-	-	-	-	9,641
Reclassification between asset classes	-	(1,261)	(85)	(1,152)	(198)	(69)	1,947	-	(817)
Transfers between classes	-	685	349	2,302	2,523	2,109	1,335	(9,303)	-
Closing gross value as at 30 June 2020	3,438	1,914	14,559	337,184	73,849	17,750	52,383	7,943	509,021

Note

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Revaluation adjustment to asset revaluation
Reclassification between asset classes
Transfers between classes
Closing gross value as at 30 June 2020

Accumulated depreciation and impairment

Opening balance as at 1 July 2019	-	432	4,462	57,092	25,375	9,605	22,448	-	119,414
Depreciation provided in period	-	88	475	3,026	1,081	826	795	-	6,290
Reclassification between asset classes	-	(190)	(252)	(1,023)	(1,105)	(194)	1,947	-	(817)
Depreciation on disposals	-	-	-	-	-	(484)	-	-	(484)
Revaluation adjustment to asset revaluation	-	-	(2,167)	(12,097)	-	-	-	-	(14,264)
Accumulated depreciation as at 30 June	-	330	2,518	46,998	25,351	9,753	25,189	-	110,140

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Opening balance as at 1 July 2019
Depreciation provided in period
Reclassification between asset classes
Depreciation on disposals
Revaluation adjustment to asset revaluation
Accumulated depreciation as at 30 June

Total written down value as at 30 June 2020

	3,438	1,584	12,041	290,186	48,498	7,998	27,194	7,943	398,881
Land: Not depreciate		10 - 45	15 - 120	10 - 120	10 - 100	5 - 20	10 - 140	WIP: Not depreciated	

Range of estimated useful life in years

Additions comprise

Renewals	-	-	27	3,093	476	-	845	-	4,441
Other additions	-	-	-	-	6,115	2,096	-	-	8,211
Totals	-	-	27	3,093	6,591	2,096	845	-	12,652

Murweh Shire Council
Notes to the Financial Statements
For the year ended 30 June 2019

10 Property, plant and equipment (continued)

Council - 30 June 2019

	Land		Parks		Aerodrome landing strip		Road, drainage and bridge network		Buildings and other structures		Plant and equipment		Water and sewerage infrastructure		Work in progress		Total
	Fair value	\$'000	Fair value	\$'000	Fair value	\$'000	Fair value	\$'000	Fair value	\$'000	Cost	\$'000	Fair value	\$'000	Cost	\$'000	
Basis of measurement																	
Asset values																	
Opening gross value as at 1 July 2018	3,438		2,359		13,903		324,493		70,554		15,966		48,978		2,194		481,885
Additions	-		-		-		-		-		-		-		8,082		8,082
Disposals	-		-		-		-		-		(1,609)		-		-		(1,609)
Transfer between classes	-		131		-		2,292		970		2,166		123		(5,682)		-
Closing gross value as at 30 June 2019	3,438		2,490		13,903		326,785		71,524		16,523		49,101		4,594		488,358

Note

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Accumulated depreciation and impairment

Opening balance as at 1 July 2018	-	389	-	54,107	-	24,330	-	9,989	-	21,622	-	-	-	-	-	-	114,413
Depreciation provided in period	-	43	-	486	-	1,045	-	817	-	826	-	-	-	-	-	-	6,202
Depreciation on disposals	-	-	-	-	-	-	-	(1,201)	-	-	-	-	-	-	-	-	(1,201)
Accumulated depreciation as at 30 June	-	432	432	57,092	4,462	25,375	57,092	9,605	22,448	22,448	9,605	22,448	22,448	22,448	22,448	22,448	119,415

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Total written down value as at 30 June 2019

	3,438	2,057	9,441	269,693	46,149	6,918	26,653	4,594	368,943
Land: Not depreciated	10 - 45	15 - 120	10 - 120	10 - 100	5 - 20	10 - 140	WIP: Not depreciated		

Range of estimated useful life in years

Additions comprise

Renewals	-	520	312	2,505	247	-	418	-	4,002
Other additions	-	-	38	-	2,542	1,393	107	-	4,080
Totals	-	520	350	2,505	2,789	1,393	525	-	8,082

Murweh Shire Council
Notes to the financial statements
 For the year ended 30 June 2020

10 Property, plant and equipment (continued)

10 (a) Recognition

Plant and equipment with a total value of less than \$5,000, and infrastructure assets and buildings with a total value of less than \$10,000 are treated as an expense in the year of acquisition. All other items of property, plant and equipment are capitalised.

Replacement of a major component of an asset, in order to maintain its service potential, is treated as the acquisition of a new asset. However, routine operating maintenance, repair costs and minor renewals to maintain the operational capacity and useful life of the non-current asset is expensed as incurred.

Expenditure incurred in accordance with Natural Disaster Relief and Recovery Arrangements on road assets is analysed to determine whether the expenditure is capital in nature. The analysis of the expenditure requires Council engineers to review the nature and extent of expenditure on a given asset. For example, expenditure that patches a road is generally maintenance in nature, whereas a kerb to kerb rebuild is treated as capital. Material expenditure that extends the useful life or renews the service potential of the asset is capitalised.

Land under the roads and reserve land which falls under the Land Act 1994 or the Land Title Act 1994 is controlled by the Queensland Government pursuant to the relevant legislation. This land is not recognised in these financial statements.

10 (b) Measurement

Property plant and equipment assets are initially recorded at cost. Subsequently, each class of property, plant and equipment is stated at cost or fair value (as shown in the table above) less, where applicable, any accumulated depreciation and accumulated impairment loss.

Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition, including freight in, architect's fees and engineering design fees and all other establishment costs.

Direct labour and materials and an appropriate proportion of overheads incurred in the acquisition or construction of assets are also included in their cost.

Property, plant and equipment received in the form of contributions, are recognised as assets and revenues at fair value.

10 (c) Depreciation

Assets are depreciated from the date of acquisition or, in respect of internally constructed assets, from the time an asset is completed and commissioned ready for use, at which time they are reclassified from work in progress to the appropriate property, plant and equipment class.

Land is not depreciated as it has an unlimited useful life. Depreciation on other property, plant and equipment assets is calculated on a straight-line basis so as to write-off the net cost or revalued amount of each depreciable asset, less its estimated residual value, progressively over its estimated useful life to the Council. Management believe that the straight-line basis appropriately reflects the pattern of consumption of all Council assets.

Where assets have separately identifiable components that are subject to regular replacement, these components are assigned useful lives distinct from the core asset to which they relate. Any expenditure that increases the originally assessed capacity or service potential of an asset is capitalised and the new depreciable amount is depreciated over the remaining useful life of the asset to the Council.

Major spares purchased specifically for particular assets that are above the asset recognition threshold are capitalised and depreciated on the same basis as the core asset to which they relate.

The depreciable amount of improvements to or on leasehold land is allocated progressively over the estimated useful lives of the improvements to the Council or the unexpired period of the lease, whichever is the shorter.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

10 Property, plant and equipment (continued)

Depreciation methods, estimated useful lives and residual values of property, plant and equipment assets are reviewed at the end of each reporting period and adjusted where necessary to reflect any changes in the pattern of consumption, physical wear and tear, technical or commercial obsolescence, or management intentions. The condition assessments performed as part of the annual valuation process for assets measured at written down current replacement cost are used to estimate the useful lives of these assets at each reporting date.

The ranges of useful lives adopted for each class of asset are disclosed on the preceding pages.

10 (d) Impairment

Property, plant and equipment is assessed for indicators of impairment annually. If an indicator of possible impairment exists, the Council determines the asset's recoverable amount. Any amount by which the asset's carrying amount exceeds the recoverable amount is recorded as an impairment loss.

10 (e) Valuation

(i) Valuation processes

Council's valuation policies and procedures are set by the executive management team which comprises the Chief Executive Officer, Director of Corporate Services and Director of Engineering Services. They are reviewed annually taking into consideration an analysis of movements in fair value and other relevant information.

Non-current physical assets measured at fair value are revalued, where required, so that the carrying amount of each class of asset does not materially differ from its fair value at the reporting date. This is achieved by engaging independent, professionally qualified valuers to determine the fair value for each class of property, plant and equipment assets at least once every 3 years. This process involves the valuer physically sighting a representative sample of Council assets across all asset classes and making their own assessments of the condition of the assets at the date of inspection.

In the intervening years, Council uses internal engineers and asset managers to assess the condition and cost assumptions associated with all infrastructure assets, the results of which are considered in combination with an appropriate cost index for the region. Together these are used to form the basis of a management valuation for infrastructure asset classes in each of the intervening years. With respect to the valuation of the land and improvements, buildings and major plant asset classes in the intervening years, management engage independent, professionally qualified valuers to perform a "desktop" valuation. A desktop valuation involves management providing updated information to the valuer regarding additions, deletions and changes in assumptions such as useful life, residual value and condition rating. The valuer then determines suitable indices which are applied to each of these asset classes

An analysis performed by management has indicated that, on average, the variance between an indexed asset value and the valuation by an independent valuer when performed is not significant and the indices used by Council are sound. Further details in relation to valuers, the methods of valuation and the key assumptions used in valuing each different asset class are disclosed below.

Any revaluation increment arising on the revaluation of an asset is credited to the appropriate class of the asset revaluation surplus, except to the extent it reverses a revaluation decrement for the class previously recognised as an expense. A decrease in the carrying amount on revaluation is charged as an expense to the extent it exceeds the balance, if any, in the revaluation surplus of that asset class.

On revaluation, accumulated depreciation is restated proportionately with the change in the carrying amount of the asset and any change in the estimate of remaining useful life. Separately identified components of assets are measured on the same basis as the assets to which they relate.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

10 Property, plant and equipment (continued)

In accordance with AASB 13 fair value measurements are categorised on the following basis:

- Fair value based on quoted prices (unadjusted) in active markets for identical assets or liabilities (Level 1)
- Fair value based on inputs that are directly or indirectly observable for the asset or liability (level 2)
- Fair value based on unobservable inputs for the asset and liability (level 3)

There were no transfers between levels 1 and 2 during the year, nor between levels 2 and 3.

Council's policy is to recognise transfers in and out of the fair value hierarchy levels as at the end of the reporting period.

10 (e) Valuation

(ii) Valuation techniques used to derive fair values

Specific valuation techniques used to value Council assets comprise:

Land (level 2)

An independent advice was requested by Management from Shepherds Services relating to the market value of land in the Shire. The advice indicated a zero market movement of the land values as at 30 June 2020. An analysis of sales was completed using a period of 6 months prior to the start of the index period so as to obtain a general market trend leading up to the indices period.

Buildings (level 2)

Council's non-specialised level 2 building assets consist of aged care residential premises and two commercial properties. In order to determine the fair value, management sought advice from an independent valuer, Shepherds Services. A review was completed using ABS Indexes, ABS Catalogues, 6427.0 Producer Price Indexes Australia Table 17. Index number 3101 "Non residential construction Queensland" was deemed to be the most appropriate index. The review found that the cumulative index from 2018 to 2020 was 0.86%. This figure is not considered material for this financial year.

Commercial properties have been generally derived using a combination of sales direct comparison approach and capitalisation of income approach. Fair value has been derived from sales prices of comparable properties after adjusting for differences in key attributes such as property size. The valuers determined a 0.86% cost movement for commercial and industrial properties. As the costs movement is less than 5%, management did not apply indexation to the commercial building assets at 30 June 2020.

Buildings (level 3)

At 30 June 2020, the external valuers Shepherds Services provided advice that the construction costs movement between 30 June 2018 to 30 June 2020 was an average of 0.86%. This review was completed using ABS Indexes, ABS Catalogues, 6427.0 Producer Price Indexes Australia Table 17. Index number 3101 "Non residential construction Queensland" was deemed to be the most appropriate index. This figure is not considered material for this financial year.

Specialised buildings were valued using the cost approach using professionally qualified registered valuers. The approach is based on determining the replacement cost of the modern equivalent and then adjusting for the level of consumed future economic benefit and impairment. In accordance with the depreciation requirements of the Property, Plant and Equipment standard, "complex assets" are componentised and depreciated separately. These assets were classified as having been valued using level 3 valuation inputs.

The notes following under the heading of recurring fair value measurements apply equally to Specialised Buildings (level 3)

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

10 Property, plant and equipment (continued)

Infrastructure assets (level 3)

Shepherd Services conducted a desktop review of water and sewerage infrastructure assets at 30 June 2020 and a comprehensive valuation of roads infrastructure assets. This desktop review comprises the assets current replacement cost (CRC) less accumulated depreciation calculated on the basis of such cost to reflect the already consumed or expired future economic benefits of the asset. Council first determined the gross cost of replacing the full service potential of the asset and adjusted this amount to take account of the expired service potential of the asset.

CRC was measured by reference to the lowest cost at which the gross future economic benefits of the asset could currently be obtained in the normal course of business. Where existing assets were over designed, had excess capacity, or were redundant an adjustment was made so that the resulting valuation reflected the cost of replacing the existing economic benefits based on an efficient set of modern equivalent assets to achieve the required level of service output within the Council's planning horizon.

Roads

Current replacement cost

The full valuation of Council's infrastructure assets was undertaken by independent valuer, Shepherd Services effective 30 June 2020.

Council categorises its road infrastructure into urban and rural roads and the further sub-categorises these into sealed and unsealed roads. Urban roads are managed in segments of 200m, while rural roads are managed in 2km segments. All road segments are then componentised into formation, pavement and seal (where applicable). Council assumes that environmental factors such as soil type, climate and topography are consistent across each segment. Council also assumes a segment is designed and constructed to the same standard and uses a consistent amount of labour and materials.

CRC was calculated by reference to asset linear and area specifications, estimated labour and material inputs, services costs, and overhead allocations. Council assumes that pavements are constructed to depths of 15 cms for high traffic areas and 10 cms for lower traffic locations. Council also assumes that all raw materials can be sourced from the local Quarry. For internal construction estimates, material and services prices were based on existing supplier contract rates or supplier price lists and current labour wage rates. All direct costs were allocated to assets at standard usage quantities according to recently completed similar projects. Where no unit rates could be practically determined for assets, the lump sum current construction costs is used.

Accumulated Depreciation

In determining the level of accumulated depreciation, roads were disaggregated into significant components which exhibited different useful lives. An age-based approach was utilised for assets in average to excellent condition. The condition based approach used a score from excellent or near new condition to asset failure.

Bridges

Current replacement cost

The full valuation of Council's infrastructure assets was undertaken by independent valuer, Shepherd Services effective 30 June 2020. Each bridge is assessed individually, with the valuation varying according to the material type used for construction, the deck area, condition and size. Construction estimates were determined on a similar basis to roads.

Accumulated Depreciation

In determining the level of accumulated depreciation, remaining useful lives were calculated based on condition assessments or age-based approach. The condition assessments were made using a condition rating of 0 to 5 where 0 represents "brand new" and 5 "asset failure".

Murweh Shire Council
Notes to the financial statements
 For the year ended 30 June 2020

10 Property, plant and equipment (continued)

Drainage Infrastructure

Current replacement cost

The full valuation of Council's infrastructure assets was undertaken by independent valuer, Shepherd Services effective 30 June 2020. Similar to roads, drainage assets are managed in segments of 200m; pits, pipes and channels being the major components.

Consistent with roads, Council assumes that environmental factors such as soil type, climate and topography are consistent across each segment and that a segment is designed and constructed to the same standard and uses a consistent amount of labour and materials. Where drainage assets are located underground and physical inspection is not possible, the age, size and type of construction material, together with current and planned maintenance records are used to determine the fair value at reporting date. Construction estimates were determined on a similar basis to sewerage.

Accumulated Depreciation

In determining the level of accumulated depreciation, drainage assets were disaggregated into significant components which exhibited different useful lives.

Water and Sewerage

Current replacement cost

Shepherd Services, an independent valuer conducted a desktop review of water and sewerage assets at 30 June 2020. Suitable indexes from the Australian Bureau of Statistics (ABS), ABS catalogues, 6427.0 Producer Price Indexes Australia, Table 17. Index number 30 "Building Construction Queensland" was deemed to be the most appropriate index. The review found that the estimated cumulative index from 2018 to 2020 was 1.42%. This figure is considered not material for this financial year and accordingly, an indexation is not required.

CRC was calculated based on expected replacement costs. In all cases the assets were disaggregated to component level to ensure a reliable measure of cost and service capacity and deterioration of estimated remaining life based on local operating conditions.

Accumulated Depreciation

In determining accumulated depreciation, assets were inspected onsite to determine remaining useful life. Where site inspections were conducted (i.e. for active assets), the assets were allocated a condition assessment rating of between 1 and 5, which was used to estimate remaining useful life - 1 being excellent with a remaining useful life of 95% and 5 being unserviceable with a remaining useful life of 5%. The higher the condition rating, the lower the fair value.

An age-based approach was used for young assets in determining its remaining useful life. The reason being that in the first 0 to 50% of the life of most infrastructure assets there is often little visible distress. This makes estimating of remaining life unreliable using visual techniques and if age is known then the age-based approach is more reliable.

For wastewater gravity mains the assumption that the pipes will be relined was adopted. The fair value for sewer gravity mains was determined as follows:

*For all pipes, replacement cost was determined based on replacement by trench excavation, useful life was determined as the pipe useful life plus the reline useful life, and the pipe fair value was based on age.

*Where pipes have been relined, the total pipe useful life was determined as the pipe age when the reline occurred plus the reline life.

*The relining of pipes was valued at reline rates and depreciated over the reline life. The reline fair value was based on age.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

11 Transactions with related parties

(a) Transactions with associates

In 2019-20, Murweh Shire Council paid the amount of \$26,039 (2019:\$22,000) membership fee to the Regional Economic Development (South West RED). The Council is a controlling member of the organisation.

(b) Transactions with key management personnel (KMP)

Key Management Personnel (KMP) are persons having authority and responsibility for planning, directing and controlling the activities of Council, directly or indirectly. At Murweh Shire Council KMP's are considered to include the Mayor, Councillors, Chief Executive Officer, Directors, Economic Development Officer and Works Coordinator.

The compensation paid to KMP comprises:

	2020 \$	2019 \$
Short-term employee benefits	1,336,734	1,335,552
Post-employment benefits	146,541	139,351
Long-term benefits	44,469	19,467
Total	\$1,527,744	\$1,494,370

(c) Transactions with other related parties

Other related parties include the close family members of KMP and any entities controlled or jointly controlled by KMP or their close family members. Close family members include a KMP or their close family members, spouse, child and dependent of a KMP or their spouse.

Details of transactions between council and other related parties are disclosed below.

(i) Murweh Shire Council purchased materials and services from entities controlled by key management personnel.

These transactions were on arm's length basis and were in the course of normal council operations

Details of Transaction	2020 \$	2019 \$
Purchase of maintenance services	50,738	86,976
Purchase of hardware materials	36,403	63,400
Purchase of printing services	7,141	17,169
Purchase of other goods	21,564	4,751
Employee expenses for close family member of KMP	29,542	70,043
Total	\$145,388	\$242,340

(ii) All close family members of key management personnel that were employed by Council were employed through an arm's length process. They are paid in accordance with the award for the job they perform.

Council employs 139 staff, of which two are close family member of a KMP.

(iii) During 2019-20 financial year, the Council made payments of \$4,173 (2019: \$24,000) to various non-profit community organisations of which KMP are committee members.

Murweh Shire Council
Notes to the financial statements
 For the year ended 30 June 2020

11 Transactions with related parties (continued)

(d) Transactions with related parties that have not been disclosed

Most of the entities and people that are related parties of Council live and operate within the Murweh Shire Council.

Therefore, on a regular basis ordinary citizen transactions occur between Council and its related parties. Some examples include:

- Payment of rates
- Use of swimming pool
- Dog registration
- Borrowing books from a council library

Council has not included these types of transaction in its disclosure, where they are made on the same conditions available to the general public.

(e) Outstanding balances

There were no outstanding balances relating to transactions with related parties at year-end.

(f) Loans and guarantees to/from related parties

Council does not make loans to or receive loans from related parties. No guarantees have been provided.

(g) Commitment to/from other related parties

Council had not entered into any contractual commitments with related parties at year end other than remuneration contracts with KMP in their roles as KMP of the Council.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

	2020 \$ 000's	2019 \$ 000's
12 Trade and other payables		
Creditors are recognised when goods or services are received, at the amount owed. Amounts owing are unsecured and are generally settled on 30 day terms.		
Liabilities are recognised for employee benefits such as wages and salaries, sick, annual and long service leave in respect of services provided by the employees up to the reporting date. The liability is calculated using the present value of remuneration rates that will be paid when the liability is expected to be settled and includes related on-costs.		
As Council does not have an unconditional right to defer settlement of the annual leave beyond twelve months after the reporting date, annual leave is classified as a current liability.		
Current		
Creditors and accruals	1,876	1,035
Prepaid rates	265	-
Other entitlements	1,228	1,142
	<u>3,369</u>	<u>2,177</u>

13 Borrowings		
Borrowings are initially recognised at fair value plus any directly attributable transaction costs by applying the effective interest method. Thereafter, they are measured at amortised cost. Principal and interest repayments are made quarterly in arrears.		
All borrowings are in \$AUD denominated amounts and interest is expensed as it accrues. No interest has been capitalised during the current or comparative reporting period. Expected final repayment dates vary from 2020 to 2036. There have been no defaults or breaches of the loan agreement during the period.		
In accordance with the <i>Local Government Regulation 2012</i> , Council adopts an annual debt policy that sets out council's planned borrowings for the next nine years. Council's current policy is to only borrow for capital projects and for a term no longer than the expected life of the asset. Council also aims to comply with the Queensland Treasury Corporation's borrowing guidelines and ensure that sustainability indicators remain within acceptable levels at all times.		
All borrowing costs are expensed in the period in which they are incurred.		
Current		
Loans - Queensland Treasury Corporation	277	402
	<u>277</u>	<u>402</u>
Non-current		
Loans - Queensland Treasury Corporation	1,860	2,132
	<u>1,860</u>	<u>2,132</u>
Loans - Queensland Treasury		
Opening balance at beginning of financial	2,534	2,903
Loan draw downs during year	-	-
Principal repayments	(397)	(369)
Book value at end of financial year	<u>2,137</u>	<u>2,534</u>

The QTC loan market value at the reporting date was \$ 2,505,974 (2019: \$ 2,924,604). This represents the value of the debt if Council repaid it at that date.

On 23 June 2020, Council opened a working capital facility with QTC of \$2,000,000. No draw downs on this facility occurred through to 30 June 2020.

No assets have been pledged as security by the Council for any liabilities, however all loans are guaranteed by the Queensland Government. There have been no defaults or breaches of the loan agreement during the 2020 or 2019 financial years.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

14	Provisions	<u>2020</u>	<u>2019</u>
		\$	\$
		000's	000's
	<i>Long Service Leave</i>		
	The provision for long service leave represents the present value of the estimated future cash outflows to be made in respect of services provided by employees up to the reporting date. The liability is calculated using current pay rates and projected future increases in those rates and includes related employee on-costs. The estimates are adjusted for the probability of the employee remaining in the Council's employment or other associated employment which would result in the Council being required to meet the liability. Adjustments are then made to allow for the proportion of the benefit earned to date, and the result is discounted to present value. The interest rates attaching to Commonwealth Government guaranteed securities at the reporting date are used to discount the estimated future cash outflows to their present value.		
	Where employees have met the prerequisite length of service and council does not have an unconditional right to defer this liability beyond 12 months long service leave is classified as a current liability. Otherwise it is classified as non-current.		
	<i>Refuse dump restoration</i>		
	A provision is made for the cost of restoring refuse dumps where it is probable the Council will be liable, or required, to do this when the use of the facilities is complete.		
	The provision for refuse restoration is calculated as the present value of anticipated future costs associated with the closure of the dump sites, decontamination and monitoring of historical residues and leaching on these sites. The calculation of this provision requires assumptions such as application of environmental legislation, site closure dates, available technologies and engineering cost estimates. These uncertainties may result in future actual expenditure differing from amounts currently provided. Because of the long-term nature of the liability, the most significant uncertainty in estimating the provision is the costs that will be incurred. The provision recognised for dump sites is reviewed at least annually and updated based on the facts and circumstances available at the time. Changes in the provision due to either time, discount rate or expected future costs are treated as a capital expense or capital income in the reporting period to which they relate. Management estimates that all three sites will be closed in 2024 and the restoration works will occur after closure. Post-closure maintenance and on-going monitoring will be carried out over the subsequent 30 years.		
	Current		
	Long service leave	1,142	1,196
		<u>1,142</u>	<u>1,196</u>
	Non-current		
	Refuse restoration	1,945	1,834
	Long service leave	89	66
		<u>2,034</u>	<u>1,900</u>
	Details of movements in provisions:		
	Long service leave		
	Balance at beginning of financial year	1,262	1,353
	Long service leave entitlement arising	23	32
	Long Service entitlement paid	(54)	(123)
	Balance at end of financial year	<u>1,231</u>	<u>1,262</u>
	Refuse restoration		
	Balance at beginning of financial year	1,834	-
	Increase in provision due to unwinding of discount	37	-
	Increase in provision due to change in discount rate	74	1,834
	Balance at end of financial year	<u>1,945</u>	<u>1,834</u>

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

15 Contract balances

Where the amounts billed to customers are based on the achievement of various milestones established in the contract, the amounts recognised as revenue in a given period do not necessarily coincide with the amounts billed to or certified by the customer.

When a performance obligation is satisfied by transferring a promised good or service to the customer before the customer pays consideration or before an invoice is issued, Council presents the work in progress as a contract asset, unless the rights to that amount of consideration are unconditional, in which case Council recognises a receivable.

When an amount of consideration is received from a customer/fund provider prior to Council transferring a good or service to the customer, Council presents the funds which exceed revenue recognised as a contract liability.

	2020	2019
	000's	000's
	\$	\$
a		
Contract assets	2,566	-
	The contract assets mainly relate to the construction of Cosmos upgrade and the Morven rail hub.	
b		
Contract liabilities		
	1,028	-
Funds received in advance to construct council controlled assets	367	-
Funds received in advance to deliver projects on behalf of the community/local	1,395	-
	Revenue recognised that was included in the contract liability balance at the beginning of the year	
	581	-
Funds received in advance to construct council controlled assets	679	-
Funds received in advance to deliver projects on behalf of the community/local government	1,260	-
c		
Significant changes in contract balances		

The contract assets and liabilities have arisen on adoption of AASB 15 and AASB 1058. Previously the revenue was recognised on receipt and therefore there was no effect on the statement of financial position.

16 Leases

Council has a lease over buildings and equipment. Council has applied the practical expedients to lease accounting for leases of low-value assets and short term leases.

Where Council assesses that an agreement contains a lease, a right-of-use asset and lease liability is recognised on inception of the lease. Council does not separate lease and non-lease components for any class of assets and has accounted for lease payments as a single component.

The right-of-use asset is measured using the cost model where cost on initial recognition comprises: the lease liability, initial direct costs, prepaid lease payments, estimated cost of removal and restoration, less any lease incentives received. The right-of-use is depreciated over the lease term on a straight-line basis and assessed for impairment in accordance with the impairment of asset accounting policy.

The lease liability is initially recognised at the present value of the remaining lease payments at the commencement of the lease. The discount rate is the rate implicit in the lease, however where this cannot be readily determined then the Council's incremental borrowing rate for a similar term with security is used.

Practical expedients to lease accounting

Council has applied the practical expedients to lease accounting for both short-term leases (ie less than 12 months) and leases of low-value assets. Council recognises the payments associated with these leases as an expense on a straight-line basis over the lease term.

Council has no leases at significantly below market value or concessionary leases.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

16 Leases (continued)

Right of use of assets

	Equipment 000's	Building 000's	Total 000's
Adoption of AASB 16 at 1 July 2019	124	51	175
Additions during the year	12	34	47
Amortisation charge	(81)	(32)	(113)
Balance at 30 June 2020	55	54	109

Terms and conditions of leases

Buildings

Council leases two residential houses which are used for executive personnel accommodation. The leases are between 2 to 5 years and does not contain a renewal option.

Equipment

Council leases a number of trackers which are used for heavy plant and motor vehicles which have lease terms up to three years and fixed payments for the term of the leases.

Lease liabilities

The table below shows the maturity analysis of the lease liabilities based on contractual cashflows and therefore the amounts will not be the same as the recognised lease liability in the statement of financial position.

	Total per statement of financial position 000's	< 1 year 000's	1-5 years 000's
Lease liabilities	109	85	25

Amounts included in the statement of comprehensive income related to leases

	000's
Interest on lease liabilities	2
Amortisation of right-of-use of assets	(113)
Total expenses for leases	(111)
Total cash outflows for leases	
Principal	109
Interest	2
Total	111

17 Asset revaluation surplus

The asset revaluation surplus comprises adjustments relating to changes in value of property, plant and equipment that do not result from the use of those assets. Net incremental changes in the carrying value of classes of non-current assets since their initial recognition are accumulated in the asset revaluation surplus. Increases and decreases on revaluation are offset within a class of assets.

Where a class of assets is decreased on revaluation, that decrease is offset first against the amount remaining in the asset revaluation surplus in respect of that class. Any excess is treated as an expense.

When an asset is disposed of, the amount reported in surplus in respect of that asset is retained in the asset revaluation surplus and not transferred to retained surplus.

	2020 \$ 000's	2019 \$ 000's
Movements in the asset revaluation surplus were as follows:		
Opening balances	252,275	252,275
Net adjustment to non-current assets at end of period to reflect a change in		
Land and improvements	-	-
Buildings	-	-
Parks	-	-
Road, drainage and bridge network	21,347	-
Water and sewerage infrastructure	-	-
Aerodrome landing strips	2,559	-
Closing balances	276,181	252,275

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

	2020	2019
	\$	\$
	000's	000's
17		
Asset revaluation surplus (continued)		
Asset revaluation surplus analysis		
The closing balance of the asset revaluation surplus comprises the following asset categories:		
Land	929	929
Buildings and other structures	32,629	32,629
Parks	562	562
Road, drainage and bridge network	207,623	186,277
Water and sewerage infrastructure	21,813	21,813
Aerodrome landing strips	12,624	10,065
	<u>276,181</u>	<u>252,275</u>

18 **Contingent Liabilities**

Local Government Mutual

The Council is a member of the local government mutual liability self-insurance pool, LGM Queensland. In the event of the pool being wound up or it is unable to meet its debts as they fall due, the trust deed and rules provide that any accumulated deficit will be met by the individual pool members in the same proportion as their contribution is to the total pool contributions in respect to any year that a deficit arises.

As at 30 June 2020 the financial statements reported an accumulated surplus and it is not anticipated any liability will arise.

Local Government Workcare

The Council is a member of the Queensland local government worker's compensation self-insurance scheme, Local Government Workcare. Under this scheme the Council has provided an indemnity towards a bank guarantee to cover bad debts which may remain should the self insurance licence be cancelled and there was insufficient funds available to cover outstanding liabilities. Only the Queensland Government's workers compensation authority may call on any part of the guarantee should the above circumstances arise. The Council's maximum exposure to the bank guarantee is \$169,847 (2019: \$154,392)

19 **Superannuation**

The Council contributes to the LGIASuper Regional Defined Benefits Fund (the scheme), at the rate of 12% for each permanent employee who is a defined benefit member. This rate is set in accordance with the LGIASuper trust deed and may be varied on the advice of an actuary. The Regional Defined Benefits Fund is a complying Superannuation Industry (Supervision) legislation and is also governed by the *Local Government Act 2009*.

The scheme is a defined benefit plan, however Council is not able to account for it as a defined benefit plan in accordance with AASB 119 because LGIASuper is unable to account for the proportionate share of the defined benefit obligation, plan assets and costs.

Any amount by which the scheme is over or under funded may affect future benefits and result in a change to the contribution rate, but has not been recognised as an asset or liability of the Council.

Technically Murweh Shire Council can be liable to the scheme for a portion of another local governments' obligations should that local government be unable to meet them. However the risk of this occurring is extremely low and in accordance with the LGIASuper trust deed changes to council's obligations will only be made on the advice of an actuary.

The last completed actuarial assessment of the scheme was undertaken as at 1 July 2018. The actuary indicated that "At the valuation date of 1 July 2018, the net assets of the scheme exceeded the vested benefits and the scheme was in a satisfactory financial position as at the valuation date." The Council is not aware of anything that has happened since that time that indicates the assets of the scheme are not sufficient to meet the vested benefits, as at the reporting date.

No changes have been made to prescribed employer contribution which remain at 12% of employee assets and there are no known requirements to change the rate of contributions.

The next triennial actuarial review is not due until 1 July 2021.

The most significant risks that may result in LGIASuper increasing the contribution rate, on the advice of the actuary, Investment risk- The risk that the scheme's investment returns will be lower than assumed and additional contributions are needed to fund the shortfall.

Salary growth risk - The risk that wages or salaries will rise more rapidly than assumed, increasing vested benefits to be funded.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

19	Superannuation (continued)	2020	2019
		\$	\$
		000's	000's
	Superannuation contributions made to the Regional Defined Benefits Fund	59	56
	Other superannuation contributions for employees	813	801
	Total superannuation contributions paid by Council for employees	<u>872</u>	<u>857</u>
20	Trust funds held for outside parties		
	Monies collected or held on behalf of other entities yet to be paid out to or on behalf of those entities	<u>82</u>	<u>74</u>
	Funds held in the trust account on behalf of outside parties include those funds from the sale of land for arrears in rates, deposits for the contracted sale of land, security deposits lodged to guarantee performance and unclaimed monies (e.g. wages) paid into the trust account by the Council. The Council performs only a custodian role in respect of these monies and because the monies cannot be used for Council purposes, they are not considered revenue nor brought to account in the financial statements.		
21	Reconciliation of net operating surplus for the year to net cash inflow from operating activities		
	Net operating result	5,164	614
	Non-cash operating items:		
	Depreciation and amortisation	<u>6,403</u>	<u>6,202</u>
	Investing and development activities:	<u>6,403</u>	<u>6,202</u>
	Net (profit)/loss on disposal of non-current assets	187	(20)
	Capital expense	74	1,834
	Capital grants and contributions	<u>(8,489)</u>	<u>(5,151)</u>
		<u>(8,228)</u>	<u>(3,337)</u>
	Changes in operating assets and liabilities:		
	(Increase)/ decrease in receivables	(133)	2,354
	(Increase)/decrease in inventory	17	(14)
	(Increase)/decrease in contract assets	(726)	-
	Increase/(decrease) in payables	924	(1,259)
	Increase/(decrease) in contract liabilities	56	-
	Increase/(decrease) in provisions	6	(91)
	Increase/(decrease) in unearned revenue	-	(1,034)
		<u>144</u>	<u>(44)</u>
	Net cash inflow from operating activities	<u>3,483</u>	<u>3,435</u>
22	Events after the reporting period		
	There were no material adjusting or non-adjusting events after the balance date.		

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

23 Financial instruments and financial risk management

Murweh Shire Council has exposure to the following risks arising from financial instruments:

- credit risk
- liquidity risk
- market risk

This note provides information (both qualitative and quantitative) to assist statement users to evaluate the significance of financial instruments on the Council's financial position and financial performance, including the nature and extent of risks and how the Council manages these exposures.

Financial risk management

Murweh Shire Council is responsible for the establishment and oversight of the risk management framework, together with developing and monitoring risk management policies.

Council's risk management approves policies for overall risk management, as well as specifically for managing credit, liquidity and market risk.

The Council's risk management policies are established to identify and analyse the risks faced, to set appropriate limits and controls and to monitor these risks and adherence against limits. The Council aims to manage volatility to minimise potential adverse effects on the financial performance of the Council.

The Council oversees how management monitors compliance with the Council's risk management policies and procedures, and reviews the adequacy of the risk management framework in relation to the risks faced by the Council. The Council is assisted in its oversight role by the internal audit. Internal audit undertakes both regular and ad hoc reviews of risk management controls and procedures, the results of which are reported to the Council.

Murweh Shire Council does not enter into derivatives.

Credit risk

Credit risk is the risk of financial loss if a counterparty to a financial instrument fails to meet its contractual obligations. These obligations arise principally from the Council's investments and receivables from customers.

Exposure to credit risk is managed through regular analysis of credit counterparty ability to meet payment obligations. The carrying amount of financial assets represents the maximum credit exposure.

Investments in financial instruments are required to be made with Queensland Treasury Corporation (QTC) or similar state/ commonwealth bodies or financial institutions in Australia, in line with the requirements of the *Statutory Bodies Financial Arrangements Act 1982*.

No collateral is held as security relating to the financial assets held by Murweh Shire Council.

The carrying amounts of financial assets at the end of the reporting period represent the maximum exposure to credit risk for the Council.

		2020	2019
		\$	\$
		000's	000's
Cash and cash equivalents	8	5,176	7,769
Rateable revenue and utility charges	9	1,094	1,191
Other debtors	9	789	617
Total		<u>7,059</u>	<u>9,577</u>

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

23 Financial instruments and financial risk management (continued)

Cash and cash equivalents

The Council may be exposed to credit risk through its investments in the QTC Cash Fund. The QTC Cash Fund is an asset management portfolio that invests with a wide range of high credit rated counterparties. Deposits with the QTC Cash Fund are capital guaranteed. Working Capital Facility deposits have a duration of one day and all investments are required to have a minimum credit rating of "A-", therefore the likelihood of the counterparty having capacity to meet its financial commitments is strong.

Trade and other receivables

In the case of rate receivables, the Council has the power to sell the property to recover any defaulted amounts. In effect this power protects the Council against credit risk in the case of defaults.

In other cases, the Council assesses the credit risk before providing goods or services and applies normal business credit protection procedures to minimise the risk.

The Council does not require collateral in respect of trade and other receivables. The Council does not have trade receivables for which no loss allowance is recognised because of collateral.

At 30 June 2020, the exposure to credit risk for receivables by type of counterparty was as follows:

	Note	2020	2019
		\$	\$
		000's	000's
Rates and utility charges	9	1,094	1,191
Other debtors	9	789	617
		<u>1,883</u>	<u>1,808</u>

A summary of the Council's exposure to credit risk for the period ending 30 June 2020 for which impairment requirements of AASB 9 Financial Instruments have been applied, being for statutory fees and charges and other debtors.

Liquidity risk

Liquidity risk is the risk that the Council will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset.

The Council's approach to managing liquidity is to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when they are due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Council's reputation.

Murweh Shire Council is exposed to liquidity risk through its normal course of business and through its borrowings with QTC.

Council manages its exposure to liquidity risk by maintaining sufficient undrawn facilities, both short and long term, to cater for unexpected volatility in cash flows.

Council has a working capital facility of \$2,000,000 at the reporting date.

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

23 Financial instruments and financial risk management (continued)

The following table sets out the liquidity risk in relation to financial liabilities held by the Council. It represents the remaining contractual cashflows (principal and interest) of financial liabilities at the end of the reporting period, excluding the impact of netting agreements.

		0 to 1 year	1 to 5 years	Over 5 years	Contractual Cash Flows	Carrying Amount
		\$'000	\$'000	\$'000	\$'000	\$'000
2020						
Trade and other payables	12	3,369	-	-	-	3,369
Loans - QTC	13	389	1,277	1,010	2,676	2,137
		3,758	1,277	1,010	2,676	5,506
2019						
Trade and other payables	12	2,177	-	-	-	2,177
Loans - QTC	13	537	1,388	1,288	3,213	2,534
		2,714	1,388	1,288	3,213	4,711

Market risk

Market risk is the risk that changes in market prices, such as interest rates, will affect the Council's income or the value of its holdings of financial instruments.

Interest rate risk

Murweh Shire Council is exposed to interest rate risk through investments and borrowings with QTC and NAB.

The Council has access to a mix of variable and fixed rate funding options through QTC so that interest rate risk exposure can be minimised.

Sensitivity

Sensitivity to interest rate movements is shown for variable financial assets and liabilities based on the carrying amount at reporting date.

The following interest rate sensitivity analysis depicts what effect a reasonably possible change in interest rates (assumed to be 100 basis points or 1% p.a.) would have on the net result and equity, based on the carrying values at the end of the reporting period. The calculation assumes that the change in interest rates would be held constant over the period.

Council	Net carrying amount	Effect on Net Result		Effect on Equity	
		1% increase	1% decrease	1% increase	1% decrease
	\$'000	\$'000	\$'000	\$'000	\$'000
2020					
QTC cash fund	5,011	50	(50)	50	(50)
NAB cash account	162	2	(2)	2	(2)
Loans - QTC	(2,137)	(21)	21	(21)	21
Net total	3,036	30	(30)	30	(30)
2019					
QTC cash fund	7,549	75	(75)	75	(75)
NAB cash account	217	2	(2)	2	(2)
Loans - QTC	(2,534)	(25)	25	(25)	25
Net total	5,232	52	(52)	52	(52)

Murweh Shire Council
Notes to the financial statements
For the year ended 30 June 2020

23 Financial instruments and financial risk management (continued)

Fair value

The fair value of trade and other receivables and payables is assumed to approximate the value of the original transaction, less any allowance for impairment.

The fair value of borrowings with QTC is based on the market value of debt outstanding. The market value of a debt obligation is the discounted value of future cash flows based on prevailing market rates and represents the amount required to be repaid if this was to occur at balance date. The market value of debt is provided by QTC and is disclosed in Note 13.

QTC applies a book rate approach in the management of debt and interest rate risk, to limit the impact of market value movements to clients' cost of funding. The book value represents the carrying value based on amortised cost using the effective interest method.

Council

	2020		2019	
	Carrying Amount \$'000	Fair Value \$'000	Carrying Amount \$'000	Fair Value \$'000
<u>Financial assets</u>				
QTC cash fund	5,011	5,011	7,549	7,549
NAB operating account	162	162	217	217
<u>Financial liabilities</u>				
Loans - QTC	2,137	2,137	2,534	2,925

24 Reconciliation of liabilities arising from finance activities

	As at 30 June 2019	Change in accounting policy	Cash flows principal and interest	As at 30 June 2020
	\$'000	\$'000	\$'000	\$'000
Loans	13 2,534	-	(397)	2,137
Lease liability	16 -	221	(112)	109
	2,534	221	(509)	2,246
	As at 30 June 2018	Change in accounting policy	Cash flows principal and interest	As at 30 June 2019
Loans	13 2,903	-	(369)	2,534
	2,903	-	(369)	2,534

25 Commitments for expenditure

	2020 \$'000	2019 \$'000
Contractual commitments		
Contractual commitments at end of financial year but not recognised in the financial statements are as follows:		
Garbage collection contract and IT Services		
- Within one year	327	361
- One to five years	839	1,247
	1,166	1,608

Murweh Shite Council
Notes to the financial statements
For the year ended 30 June 2020

26 Changes in accounting policy

During the year ended 30 June 2020, the Council has adopted AASB 15 Revenue from Contracts with Customers, AASB 1058 Income of Not for Profit Entities and AASB 16 Leases using the modified retrospective (cumulative catch-up) method and therefore the comparative information for the year ended 30 June 2019 has not been restated and continues to comply with AASB 111 Construction Contracts, AASB 117 Leases, AASB 118 Revenue, AASB 1004 Contributions and associated accounting interpretations.

All adjustments on adoption of AASB 15, AASB 1058 and AASB 16 have been taken to retained earnings at 1 July 2019.

The impacts of adopting these standards and associated transition disclosures are provided below:

Revenue standards - AASB 15 and AASB 1058

The following options have been applied on transition to AASB 15 and AASB 1058:

*Council has not adopted the completed contract expedient and therefore has not excluded revenue which was fully recognised in previous years in accordance with former accounting standards and pronouncements.

*Council has not retrospectively restated contracts for modifications that occurred before 1 July 2019 unless such contract modification were minor.

Changes in accounting policy on adoption of AASB 15 and AASB 1058

Council has adopted to recognise revenue as follows:

- Recognition of costs incurred in fulfilling customer contracts;
- Timing of revenue recognition arising from contract modifications;
- Revenue recognised over time or at a point in time;
- Prepaid rates - now recorded as a financial liability until the beginning of the rating period;
- Recognition of grant revenue within the scope of AASB 15; and
- Recognition of grant revenue for acquisition or construction of assets controlled by Council within the scope of AASB 1058.

Opening contract balances on transition at 1 July 2019

	Balance at 1 July 2019 \$'000
Contract assets	
- Under AASB 15	-
- Under AASB 1058	604
	<u>604</u>
Contract liabilities	
- Under AASB 15	784
- Under AASB 1058	870
	<u>1,654</u>

Comparison of affected financial statements lines between AASB 15/1058 and previous revenue standards

The following table shows the amount by which the financial statement line items is affected by the application of AASB 15 and AASB 1058 as compared to the previous revenue standards.

Statement of financial position at 30 June 2020

	Carrying amount per Statement of Financial Position Dr/(Cr) \$	Adjustments Dr/(Cr) \$	Carrying amount if previous standards had been applied Dr/(Cr) \$
	\$'000	\$'000	\$'000
Contract assets	2,566	(2,566)	-
Contract liabilities	(1,395)	1,395	-
Retained earnings	122,729	1,171	123,901
	<u>123,901</u>	<u>-</u>	<u>123,901</u>

Murweh Shite Council
Notes to the financial statements
For the year ended 30 June 2020

26 Changes in accounting policy (continued)

Statement of comprehensive income for the year ended 30 June 2020

	Balance per Statement of Comprehensive Income (Dr)/Cr \$	(Dr)/Cr Adjustments \$	Revenues if previous standards had been applied (Dr)/Cr \$
	\$'000	\$'000	\$'000
Revenue operating grants	10,152	(672)	9,480
Revenue capital grants	8,489	(1,550)	6,939
	18,641	(2,222)	16,419

The adjustments above relate to the recognition of contract assets and contract liabilities for revenue streams where the revenue is recognised over time rather than on receipt of funding under AASB 1004.

Statement of cash flows for the year ended 30 June 2020

The adoption of AASB 15 and AASB 1058 has not caused a material change to the Statement of Cash Flows for the year ended 30 June 2020.

Lease standard - AASB 16

Council as a lessee

Under the previous lease accounting standard, Council assessed whether the leases were operating or finance leases, based on its assessment of whether the significant risks and rewards of ownership had been transferred to Council or remained with the lessor. Under AASB 16, there is no differentiation between finance and operating leases for the lessee and therefore all leases which meet the definition of a lease are recognised on the statement of financial position (except for short-term leases and leases of low-value assets).

Council has used the practical expedients to lease accounting for short-term leases and leases of low-value assets, and the lease expense relating to these leases is recognised in the Statement of Comprehensive Income on a straight-line basis.

Practical expedients used on transition

AASB 16 includes a number of practical expedients which can be used on transition. Council has used the following expedients:

- Contracts which had previously been assessed as not containing leases under AASB 117 were not re-assessed on transition to AASB 16.
- Lease liabilities have been discounted using the Council's incremental borrowing rate at 1 July 2019.
- Right-of-use assets at 1 July 2019 have been measured at an amount equal to the lease liability adjustment by the any prepaid or accrued lease payments.
- A single discount rate was applied to all leases with similar characteristics.
- Excluded leases with an expiry date prior to 30 June 2020 from the Statement of Financial Position, and lease expenses for these leases have been recorded on straight-line basis over the remaining term.
- Used hindsight when determining the lease term if the contract contains options to extend or terminate the lease.

Impact of adopting AASB 16 at 1 July 2019

Council has recognised right-of-use assets and lease liabilities of \$ 174,505 at 1 July 2019 for leases previously classified as operating leases.

The weighted average lessees's incremental borrowing rate applied to lease liabilities at 1 July 2019 was 1.28%.

Murweh Shire Council
Financial statements
 For the year ended 30 June 2020

Management Certificate
 For the year ended 30 June 2020

These general purpose financial statements have been prepared pursuant to Sections 176 and 177 of the *Local Government Regulation 2012 (the Regulation)* and other prescribed requirements.

In accordance with Section 212(5) of the Regulation we certify that:

- (i) the prescribed requirements of the *Local Government Act 2009* and *Local Government Regulation 2012* for the establishment and keeping of accounts have been complied with in all material respects; and
- (iii) the general purpose financial statements as set out on pages 1 to 34 present a true and fair view in accordance with Australian Accounting Standards, of the Council's transactions for the financial year and financial position at the end of the year.

Councillor S Radnedge
Mayor

Date: ____/____/____

Neil Polglase
Chief Executive Officer

Date: ____/____/____

Murweh Shire Council
Current-year Financial Sustainability Statement
 For the year ended 30 June 2020

Council's performance at 30 June 2020 against key financial ratios and targets:

	<u>How the measure is calculated</u>	<u>Actual</u>	<u>Target</u>
Operating surplus ratio	Net result (excluding capital items) divided by total operating revenue (excluding capital items)	-13.83%	Between 0% - 10%
Asset sustainability ratio	Capital expenditure on the replacement of assets (renewals) divided by the depreciation expense	81%	Greater than 90%
Net financial liabilities ratio	Total liabilities less current assets divided by total operating revenue (excluding capital items)	0.36%	Not greater than 60%

Note 1 Basis of preparation

The current year financial sustainability statement is a special purpose statement prepared in accordance with the requirements of the *Local Government Regulation 2012* and the *Financial Management Sustainability Guideline 2013*. The amounts used to calculate the three reported measures are prepared on an accrual basis and are drawn from the Council's audited general purpose financial statements for the year ended 30 June 2020.

Murweh Shire Council
Financial statements
For the year ended 30 June 2020

Certificate of Accuracy
For the year ended 30 June 2020

This current-year financial sustainability statement has been prepared pursuant to section 178 of the *Local Government Regulation 2012* (the Regulation).

In accordance with Section 212(5) of the Regulation we certify that this current-year financial sustainability statement has been accurately calculated.

Councillor S Radnedge
Mayor

Date: ____/____/____

Neil Polglase
Chief Executive Officer

Date: ____/____/____

Murweh Shire Council
Unaudited Long-Term Financial Sustainability Statement

For the year ended 30 June 2020

Council's budgeted performance against key financial ratios and targets - 2021 to 2030

Year ending 30 June 2019	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Operating surplus ratio	-11%	-13%	-13%	-13%	-13%	-13%	-13%	-13%	-12%	-11%
	Target Between 0% - 10%									
Net result divided by total revenue	-11%	-13%	-13%	-13%	-13%	-13%	-13%	-13%	-12%	-11%
Asset sustainability ratio	116%	101%	99%	96%	93%	91%	90%	87%	94%	93%
	Greater than 90%									
Capital expenditure on the replacement of assets (renewals) divided by the depreciation expense.	116%	101%	99%	96%	93%	91%	90%	87%	94%	93%
Net financial liabilities ratio	-11%	-11%	-12%	-13%	-15%	-18%	-21%	-24%	-27%	-29%
	Not greater than 60%									
Total liabilities less current assets divided by total operating revenue	-11%	-11%	-12%	-13%	-15%	-18%	-21%	-24%	-27%	-29%

Council measures revenue and expenditure trends over time as a guide to future requirements and to make decisions about the efficient allocation of resources to ensure the most effective provision of services. Council ensures that its financial management strategy is prudent and that its long-term financial forecast shows a sound financial position whilst also being able to meet the community's current and future needs.

Murweh Shire Council
Financial statements
For the year ended 30 June 2020

Certificate of Accuracy
For the year ended 30 June 2020

This unaudited long-term financial sustainability statement has been prepared pursuant to section 178 of the *Local Government Regulation 2012* (the Regulation).

In accordance with Section 212(5) of the Regulation we certify that this long term financial sustainability statement has been accurately calculated.

Councillor S Radnedge
Mayor

Date: ____/____/____

Neil Polglase
Chief Executive Officer

Date: ____/____/____