



SHIRE OF MURWEH

MORVEN - CHARLEVILLE - AUGATHELLA

Council Meeting

18 March 2021



Kerb and Chanel works in King Street

MURWEH SHIRE COUNCIL MEETING

To be held Thursday 18 March 2021
Commencing at 9:00am

- 1) Opening Prayer
- 2) Apologies
- 3) Confirmation of minutes ; Ordinary Meeting 211 February 2021
- 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

Delegation to Council

11:30 Paul Schefe, State Valuation Service

via Zoom

MINUTES OF AN ORDINARY MEETING
OF THE MURWEH SHIRE COUNCIL
HELD ON THURSDAY 11 FEBRUARY 2021 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 McKellar delivered the prayer for the guidance of Council.	
Conflict of Interest	nil	
Minutes of Previous Council Meeting	Moved: Cr Alexander	Seconded: Cr Eckel
	"That the minutes of the Ordinary Council Meeting held 21 January 2021 be taken as read, confirmed and signed as a correct record of proceedings."	
	<u>Carried</u>	
Business Arising	The matter of shade for vehicles out in the field has been referred to the Murweh Shire Safety Committee.	
Attendance	The Director of Engineering Services entered the building at 9:14am.	
Engineering Report	Moved: Cr Taylor	Seconded: Cr Eckel
	"That the Engineering Services Report be received."	
	<u>Carried</u>	
Attendance	The Director of Corporate Services entered the meeting at 9:34am.	
	The Director of Engineering Services exited the meeting at 9:37am.	
Financial Report	Moved: Cr Alexander	Seconded: Cr McKellar
	"That the Financial Report be received."	
	<u>Carried</u>	
Internal Auditor Extension of Agreement 2021-2023	Moved: Cr Taylor	Seconded: Cr Eckel
	"That Council approve the extension of Crowe Horwath internal audit services for three years effective 2021-2023."	
	<u>Carried</u>	
Human Resources Report	Moved: Cr Alexander	Seconded: Cr Taylor
	"That the Human Resources Report be received."	
	<u>Carried</u>	

MINUTES OF AN ORDINARY MEETING
OF THE MURWEH SHIRE COUNCIL
HELD ON THURSDAY 11 FEBRUARY 2021 AT 9:00AM

Workplace Health & Safety Report	Moved: Cr Eckel	Seconded: Cr Alexander
	"That the Workplace Health and Safety Report be received."	
	<u>Carried</u>	
Tourism Reports	Moved: Cr McKellar	Seconded: Cr Eckel
	"That the reports from the Tourism Section (Cosmos, VIC, WWII Tour & Base) be received."	
	<u>Carried</u>	
Libraries Report	Moved: Cr Alexander	Seconded: Cr Taylor
	"That the Libraries Report be received."	
	<u>Carried</u>	
Meeting Adjourned	The meeting adjourned for the morning tea break at 10.37am.	
	The Director of Corporate Services exited the meeting at the morning tea break.	
Meeting Resume	The meeting resumed at 11.00am.	
Environmental & Health Services Report	Moved: Cr Alexander	Seconded: Cr McKellar
	"That the Environmental and Health Services report be received."	
	<u>Carried</u>	
Request to Operate Coffee Van in Graham Andrews Park	Moved: Cr Taylor	Seconded: Cr Alexander
	"That council permits Taylor Maher to operate a coffee van in Graham Andrews Park on weekends and as requested. Permission to be reviewed at the end of June 2021."	
	<u>Carried</u>	
Meeting Close	There being no further business the Mayor declared the meeting closed at 11:22am.	
	Cr Shaun Radnedge Mayor	



Recommendation / Report

From: Neil Polglase – Chief Executive Officer
Ordinary Meeting – 18 March 2021

Subject

CEO – Leave of Absence

PROPOSED RESOLUTION:

That the Director of Corporate Services, Mr. Jamie Gorry be appointed as the Acting Chief Executive Officer during the absence of the Chief Executive Officer whilst on sick leave for the period up to 30 April 2021.

BACKGROUND:

Purpose	<p>I advise Council that I will be taking sick leave until 30 April 2021.</p> <p>In terms of Section 195 of the Local Government Act 2009 Council may appoint a qualified person to act as Acting Chief Executive Officer during this vacancy and would recommend the current Director of Corporate Services, Mr. Jamie Gorry fulfil this role.</p>
Financial Risks	Nil
Environment Risks	N/A
Social Risks	Nil
Recommendation	That the Director of Corporate Services, Mr. Jamie Gorry be appointed as the Acting Chief Executive Officer during the absence of the Chief Executive Officer whilst on sick leave for the period up to 30 April 2021



FINANCIAL REPORT COUNCIL MEETING 18th March 2021

Highlights of this month's Financial Report:

Report - Period Ending 28 February 2021

Revenue

Total revenue of \$26.2M to 28 February 2021 represents 66% of the total budget of \$39.8M.

These statements are for 8 months of the financial year and generally would represent 66% of the overall budget.

Actual revenue year to date is on target at 66%.

Please note that the rates and charges were posted on the 8th of March, with a due date of 13 April 2021.

Expenses

Total expenditure of \$16.9M to 28 February 2021 represents 57% of the total budgeted expenditure of \$29.8M.

Actual expenses of 57% are lower than year to date budget of 66%. This result is mainly due to flood damage works still to be delivered in the next 4 months – worth approximately \$4.0 million.

Outcome

There is currently a cash balance of \$ 8.8M, down by \$ 400,000 compared to the January cash balance.

Restricted cash – grant not yet spent: \$ 7.0M (last month \$8.0M)

Actual surplus cash: \$ 1.7M (last month \$1.2M)

Please note that the Morven rail hub grant audit is currently in progress. It is anticipated that the grant claim will be lodged this month amounting to \$1.3M.

The loan application of \$1.0M has been submitted and is currently being assessed by Queensland Treasury Corporation.

Capital Works

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

- Cash Position
- Monthly Cash Flow Estimate
- Comparative Data
- Capital Funding – budget V's actual
- Road Works – budget V's actual

- **Cash Position as at 28 February 2021**

CASH AT BANK			
Operating Account			\$92,865
SHORT TERM INVESTMENTS			
National Bank of Australia		\$	-
QTC Cash Fund			\$8,715,735
	Total	\$	8,808,600
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)			\$2,269,721
Restricted cash - grants received not yet spent less grants receivable			\$5,355,960
		\$	7,625,681
Balance of estimated rates/other debtors - estimated creditors :			
(\$4,668,999	-	\$362,635)
		\$	4,306,364
Plus cash surplus	\$	8,808,600	- \$ 7,625,681
		\$	1,182,919
Working Capital	Total	\$	5,489,283

- Monthly Cash Flow Estimate: - March 2021**

Receipts		Expenditure	
Rates	\$200,000	Payroll	\$800,000
Fees & Charges	\$50,000	Creditor Payments	\$1,000,000
Debtors	\$350,000	Loan Payments	\$66,950
Grants/Claims/Loan QTC	\$1,342,000	Lease Payments	\$0
Total	\$1,942,000	Total	\$1,866,950
Therefore cash is expected to increase by		\$75,051	in the period.

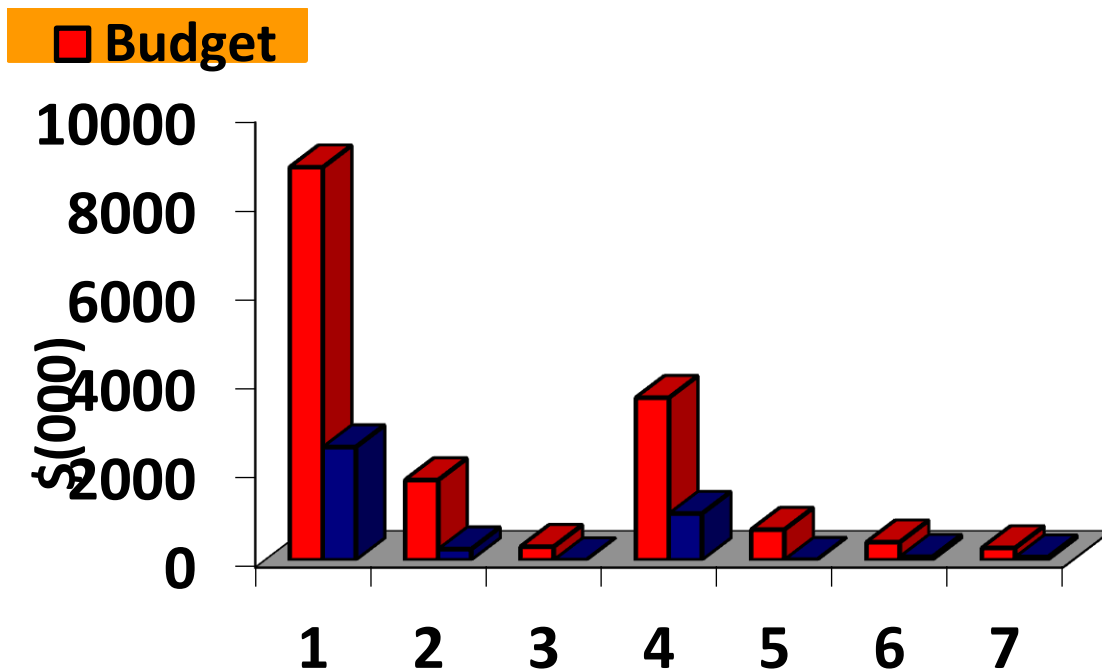
Comparative Data for the month of February 2021

<u>Comparative Year</u>	2021	2020	2019
	\$000	\$000	\$000
Cash position	\$8,809	\$4,095	\$4,661
Working capital*	\$5,489	\$2,045	\$3,008
Rate arrears*	\$4,268	\$524	\$4,367
Outstanding debtors**	\$539	\$212	\$612
Current creditors	\$362	\$95	\$96
Total loans	\$2,003	\$2,239	\$2,793

*Rates and charges for the second half of the financial year were processed 24 February 2021.

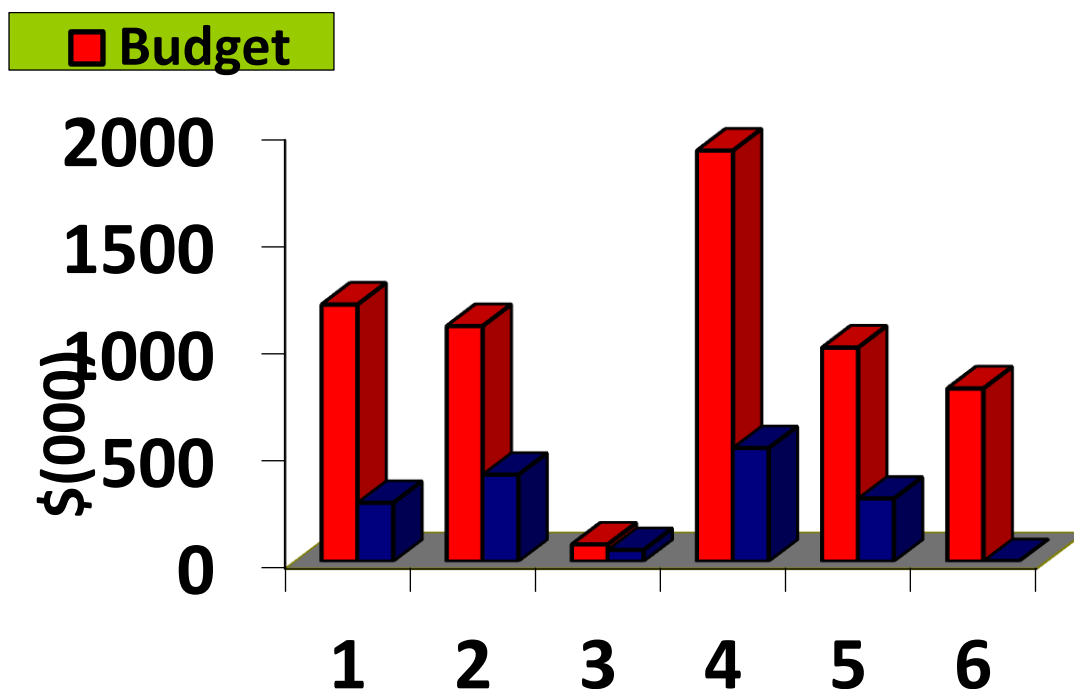
**Main Roads invoice paid early March 2021.

Capital Funding: Year to 28 February 2021



	Total Capital Funding	\$16,677	\$7,484	44.88%
1	Buildings / Other Structures	\$9,269	\$4,639	50.05%
2	Plant & Equipment / Furniture & Fittings	\$1,800	\$530	29.44%
3	Charleville Airport Upgrade	\$300	\$32	10.67%
4	Road Infrastructure	\$3,949	\$1,807	45.76%
5	Water & Sewerage Infrastructure	\$685	\$116	16.93%
6	Office Equip	\$402	\$226	56.22%
7	QTC - Loan Redemption	\$272	\$134	49.26%

Road Works Expenditure: Year to 28 February 2021



		Budget \$(000)	Expended YTD Actual \$(000)	% of Budget Expended
	Total Road Expenditure	\$11,612	\$4,825	42%
1	Rural Roads	\$1,200	\$607	51%
2	Town Streets	\$1,100	\$1,017	92%
3	Private Works*	\$80	\$95	119%
4	RMPC Works	\$1,916	\$1,312	68%
5	Flood Damage	\$6,506	\$1,131	17%
6	Other (Landsborough Highway Rehab)	\$810	\$663	82%

**Corresponding private works revenue \$97K.*

ATTACHMENTS

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

Capital Expenditure as at 28 February 2021

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	\$11,433	3.81%	\$300,000		
	New	RFDS Solar Taxi Way Light		\$20,425	0.00%	\$0		
	Sub total			\$31,858	10.62%	\$300,000		
Land	8000-0070-0	Industrial Estate	BoR	\$494,411	123.60%	\$400,000		
589-4000-0	8000-0077-0	Industrial Estate	LRCI	\$112,341	56.17%	\$200,000		
	8000-0078-0	industrial Estate	COVID	\$118,637	56.49%	\$210,000		
	8000-0079-0	industrial Estate	COVID	\$112,812	59.37%	\$190,000		
	Sub total			\$838,201	83.82%	\$1,000,000	\$2,469,360	\$2,984,521
Buildings	8000-1785-0	Life on the Brisbane Line	OTI	\$666,500	102.54%	\$650,000	\$1,857,182	\$1,850,000
360-4000-0	8000-1891-0	Cosmos Upgrade - Stage 3	GTI	\$361,483	42.53%	\$850,000	\$907,654	\$1,000,000
	8000-2550-0	Solar fitout to Buildings	W4Qld	\$174,112	116.07%	\$150,000	\$217,185	\$200,000
	8000-2501-0	Charleville housing	Drought	\$0	0.00%	\$125,000		
	8000-2502-0	Augathella housing	Drought	\$474	0.38%	\$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	\$1,872	1.87%	\$100,000		
	8000-2583-0	Augathella historical museum	COVID W4Q	\$309	0.31%	\$100,000		
	8000-2586-0	Town hall upgrades - Augathella/Morven	COVID W4Q	\$34,711	17.36%	\$200,000		
	Sub total			\$1,239,461	42.52%	\$2,915,120		
Other Structures	8000-1781-0	WWII Tourism project (moved to GTI and OTI projects)	General	-\$157,187	0.00%	\$30,000		
370-4000-0	8000-1892-0	Morven Rail (Freight) Hub	DISER	\$1,899,201	81.09%	\$2,342,000	\$4,860,433	\$5,103,510
	8000-2357-0	Shade over Morven skate park	General	\$41,958	83.92%	\$50,000		
	8000-2358-0	Upgrade Children Pool - Drought	Drought	\$65,230	43.49%	\$150,000		
	8000-2359-0	Automatic gate for Charleville depot	General	\$0	0.00%	\$60,000		
	8000-2361-0	Morven Truck wash	BoR	\$0	0.00%	\$925,100		
	8000-2360-0	Swimming Pool Roof	General	\$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	\$39,181	58.48%	\$67,000		
	8000-2577-0	Charleville Racecourse Works	LRCI	\$0	0.00%	\$200,000		
	8000-2579-0	Weighbridge	LRCI	\$0	0.00%	\$400,000		
	8000-2585-0	Columbarion installation Augathella	COVID W4Q	\$0	0.00%	\$20,000		
	8000-2587-0	Digital connectivity upgrade	COVID W4Q	\$0	0.00%	\$150,000		
	8000-2588-0	Augathella War Memorial	Qld Veteran	\$9,330	0.00%	\$0		
	Sub total			\$2,562,166	47.85%	\$5,354,525		

Plant Replacement	8000-1200-0	Heavy and Light Plant	General	\$529,643	29.42%	\$1,800,000		
445-4000-0								
	Sub total			\$529,643	29.42%	\$1,800,000		
	8000-1500-0	R2R balance	R2R	\$0	0.00%	\$49,133		
	8000-2305-0	Kerb & Channel Annual allocation	General	\$74,674	74.67%	\$100,000		
Roads	8000-2581-0	Charleville Airport Qantas Drive	COVID W4Q	\$0	0.00%	\$100,000		
525-4000-0	8000-2584-0	Levee bank remediation	COVID W4Q	\$1,854	0.93%	\$200,000		
	8000-3021-0	Charleville River Clearing	W4Qld	\$1,931	0.32%	\$600,000		
	8000-4049-0	Khybar Rd Reseal	R2R	\$0	0.00%	\$320,000		
	8001-3040-0	Footpaths Annual allocation	General	\$112,675	75.12%	\$150,000		
	8001-4001-0	Adavale Rd	R2R	\$0	0.00%	\$210,000		
	8001-4050-0	R2R/TIDS Killarney Rd	R2R/TIDS	\$1,065,911	81.53%	\$1,307,340		
	8003-4001-0	Adavale Rd	R2R	\$0	0.00%	\$270,000		
	8003-4050-0	R2R/TIDS Killarney Rd	R2R/TIDS	\$550,362	85.64%	\$642,660		
	Sub total			\$1,807,407	45.77%	\$3,949,133		
Water	8000-5252-0	Water Mains Augathella	General	\$10,108	20.22%	\$50,000		
555-4000-0	8000-5254-0	Water Mains Charleville	General	\$50,828	33.89%	\$150,000		
	8000-5260-0	Water Mains Morven	General	\$52,714	52.71%	\$100,000		
	8000-5272-0	Charleville Showground Retic	Drought	\$1,372	1.83%	\$75,000		
	8000-5273-0	Augathella Brassington Retic	Drought	\$0	0.00%	\$75,000		
	8000-5275-0	Bores - Colladi	General	\$0	0.00%	\$35,000		

	Sub total			\$115,022	23.72%	\$485,000		
Sewerage	8000-5350-0	Sewerage Augathella	General	\$0	0.00%	\$50,000		
585-4000-0	8000-5360-0	Sewerage Charleville	General	\$1,238	0.83%	\$150,000		
	Sub total			\$1,238	0.62%	\$200,000		
Office Equip	8000-1774-0	Communications	General	\$0	0.00%	\$5,000		
597-4000-0	8000-1782-0	Desktop PC's	General	\$54	0.00%	\$10,000		
	8000-1788-0	ECM Software	General	\$194,310	50.20%	\$387,090		
	New	Driver Reviver	General	\$31,233	0.00%	\$0		
	Sub total			\$225,597	56.11%	\$402,090		
	Total Capital			\$7,350,593	44.80%	\$16,405,868		
Loan repayments	No Job #	Current Loans Payments	General	\$133,899	49.23%	\$272,000		
640-672-5000								
	Sub total			\$133,899	49.23%	\$272,000		
GRAND TOTAL				\$7,484,492	44.88%	\$16,677,868		

STATEMENT OF RATES AND CHARGES

28 February 2021

	ARREARS 30 JUNE 2020	LEVIES	INTEREST	RECEIPTS	DISCOUNT	WRITE OFFS	PENSIONER STATE	PENSIONER COUNCIL	BALANCE
GENERAL	\$441,904.65	\$3,969,420.56	\$16,539.66	\$1,960,220.47	\$184,257.30	\$21,541.24	\$47,652.62	\$95,181.02	\$2,119,012.22
CLEANSING	\$102,785.89	\$646,374.48	\$4,088.70	\$342,393.24	\$29,721.36	\$3,949.84	\$14,974.10	\$0.00	\$362,210.53
SEWERAGE	\$142,927.39	\$918,504.00	\$4,964.62	\$482,258.56	\$42,112.46	\$5,952.68	\$676.52	\$0.00	\$535,395.79
WATER	\$298,826.78	\$1,745,579.50	\$11,803.50	\$907,229.97	\$80,524.75	\$15,431.71	\$1,474.01	\$0.00	\$1,051,549.34
EXCESS WATER	\$17,276.18	\$85,622.43	\$0.00	\$81,120.09	\$0.00	\$4,197.25	\$0.00	\$0.00	\$17,581.27
C.E.D.	\$11,390.10	\$93,922.73	\$575.20	\$43,550.14	\$4,196.40	\$24.14	\$0.00	\$0.00	\$58,117.35
LEGAL FEES	\$9,094.78	\$1,540.00	\$0.00	\$7,588.92	\$0.00	\$2,200.00	\$0.00	\$0.00	\$845.86
LAND CHARGES	\$19,570.46	\$861.00	\$0.00	\$3,983.91	\$0.00	\$99.00	\$0.00	\$0.00	\$16,348.55
TOTALS	\$1,043,776.23	\$7,461,824.70	\$37,971.68	\$3,828,345.30	\$340,812.27	\$53,395.86	\$64,777.25	\$95,181.02	\$4,161,060.91
STATE EMERGENCY LEVY									\$208,043.76
TOTAL CURRENT & ARREARS									\$4,369,104.67
RATES PAID IN ADVANCE									\$100,658.24
TOTAL OUTSTANDING									\$4,268,446.43

ARREARS ANALYSIS

Current Year	1 Year	2 Years	3 Years	4 Years	5 Years +	Interest	Total	% Rates Outstanding
\$3,806,892.47	\$269,233.94	\$122,106.66	\$56,724.99	\$12,985.39	\$7,883.00	\$93,278.22	\$4,369,104.67	97.70%

General Ledger2020.12.4.1				Revenue and Expenditure Summary				Page - 1			
(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 68% of year elapsed. To Level 4. Excludes committed costs)											
MURWEH SHIRE COUNCIL (Budget for full year)				Financial Year Ending 2021				Printed(CLAIREA): 04-03-2021 5:14:36 AM			
=====											
		REVENUE		EXPENDITURE		SURPLUS/(DEFICIENCY)					
		28 Feb 2021	Budget	28 Feb 2021	Budget	28 Feb 2021	Budget	28 Feb 2021	Budget		

1000-0001	EXECUTIVE MANAGEMENT										
1100-0002	CORP GOVERNANCE SUB PROGRAM	0.00	0%	0	333,626.69	67%	496,987	(333,626.69)	67%	(496,987)	
1200-0002	SPECIAL OPERATIONS SUB PROGRAM	0.00	0%	0	4,388.12	54%	8,142	(4,388.12)	54%	(8,142)	
1300-0002	DISASTER MANAGEMENT SUB PROGRAM	17,103.24	98%	17,500	35,395.50	45%	78,750	(18,292.26)	30%	(61,250)	
1500-0002	HUMAN RESOURCES SUB PROGRAM	0.00	0%	0	131,161.98	92%	143,066	(131,161.98)	92%	(143,066)	
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1000-0001	EXECUTIVE MANAGEMENT	17,103.24	98%	17,500	504,572.29	69%	726,945	(487,469.05)	69%	(709,445)	

2000-0001	CORPORATE SERVICES										
2100-0002	REVENUE SUB PROGRAM	5,595,263.72	60%	9,293,572	0.00	0%	0	5,595,263.72	60%	9,293,572	
2200-0002	STORES OPERATION SUB PROGRAM	0.00	0%	0	37,546.46	37%	100,176	(37,546.46)	37%	(100,176)	
2300-0002	ADMINISTRATION SUB PROGRAM	69,871.98	100%	70,000	1,776,019.09	65%	2,740,808	(1,706,147.11)	64%	(2,670,808)	
2400-0002	FINANCE SUB PROGRAM	0.00	0%	0	(14,866.70)	-43%	34,836	14,866.70	-43%	(34,836)	
2500-0002	ONCOSTS SUB PROGRAM	0.00	0%	0	208,856.37	-720%	(29,000)	(208,856.37)	-720%	29,000	
2600-0002	LIBRARY SUB PROGRAM	7,922.31	62%	12,800	163,083.29	60%	270,752	(155,160.98)	60%	(257,952)	
2700-0002	AERODROMES SUB PROGRAM	172,632.47	51%	340,000	585,247.49	64%	910,739	(412,615.02)	72%	(570,739)	

2800-0002	AREA PROMOTION/DEVT SUB PRO										
2800-0003	ECONOMIC DEVELOPMENT	5,230,699.91	54%	9,702,943	675,554.40	59%	1,138,274	4,555,145.51	53%	8,564,669	
2805-0003	COUNCIL HOUSING	0.00	0%	0	70,320.59	67%	105,000	(70,320.59)	67%	(105,000)	
2815-0003	CULTURAL DEVELOPMENT	30,299.00	132%	23,000	115,306.94	57%	201,136	(85,007.94)	48%	(178,136)	

2820-0003	TOURISM & PROMOTION										
2855-0004	COSMOS CENTRE	433,212.06	39%	1,109,000	936,247.83	55%	1,705,548	(503,035.77)	84%	(596,548)	
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2820-0003	TOURISM & PROMOTION	433,212.06	39%	1,109,000	936,247.83	55%	1,705,548	(503,035.77)	84%	(596,548)	

2800-0002	AREA PROMOTION/DEVT SUB PRO	5,694,210.97	53%	10,834,943	1,797,429.76	57%	3,149,958	3,896,781.21	51%	7,684,985	
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2000-0001	CORPORATE SERVICES	11,539,901.45	56%	20,551,315	4,553,315.76	63%	7,178,269	6,986,585.69	52%	13,373,046	

3200-0001	HEALTH/ENVIRONMENTAL SERVICES										

3200-0002	SPORT, REC & COMMUNITY FACILITIES										
3200-0003	SPORTS & RECREATION FACILITIES										
3200-0004	PARKS GARDENS & RESERVES	57,143.51	635%	9,000	973,424.42	77%	1,258,846	(916,280.91)	73%	(1,249,846)	
3220-0004	RACECOURSE	11,360.44	41%	27,540	91,780.23	47%	193,600	(80,419.79)	48%	(166,060)	
3240-0004	SWIMMING POOLS	0.00	0%	0	234,715.73	81%	288,920	(234,715.73)	81%	(288,920)	
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3200-0003	SPORTS & RECREATION FACILITIES	68,503.95	187%	36,540	1,299,920.38	75%	1,741,366	(1,231,416.43)	72%	(1,704,826)	

General Ledger2020.12.4.1

Revenue and Expenditure Summary

(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 68% of year elapsed. To Level 4. Excludes committed costs
 MURWEH SHIRE COUNCIL (Budget for full year) Financial Year Ending 2021 Printed(CLAIREA): 04-

		REVENUE			EXPENDITURE			SURPLUS/
		28 Feb 2021		Budget	28 Feb 2021		Budget	28 Feb 2021
3260-0003	COMMUNITY FACILITIES							
3260-0004	TELEVISION, CCTV and WIFI	0.00	0%	0	21,400.28	71%	30,000	(21,400.28)
3270-0004	HALLS & CENTRES	25,640.97	53%	48,000	145,395.80	61%	238,173	(119,754.83)
3280-0004	SHOWGROUNDS	6,364.75	24%	26,000	129,144.02	50%	256,000	(122,779.27)
3290-0004	CEMETERIES & MEMORIALS	19,785.92	49%	40,000	103,471.89	74%	140,380	(83,685.97)
3320-0004	PUBLIC CONVENIENCES	0.00	0%	0	93,414.27	57%	162,902	(93,414.27)
3330-0004	AGED CARE	58,979.92	66%	90,000	112,683.99	63%	178,307	(53,704.07)
3260-0003	COMMUNITY FACILITIES	110,771.56	54%	204,000	605,510.25	60%	1,005,762	(494,738.69)
3200-0002	SPORT, REC & COMMUNITY FACILITIES	179,275.51	75%	240,540	1,905,430.63	69%	2,747,128	(1,726,155.12)
3400-0002	ENVIRONMENTAL SUB PROGRAM							
3410-0003	COMMUNITY HEALTH	10,938.81	56%	19,500	52,139.31	65%	80,000	(41,200.50)
3435-0003	ANIMAL CONTROL	39,333.18	67%	59,000	146,238.96	60%	244,152	(106,905.78)
3460-0003	RESERVES	0.00	0%	0	120,804.81	70%	172,380	(120,804.81)
3475-0003	STOCK ROUTES	105,065.00	100%	105,065	320,106.39	68%	468,477	(215,041.39)
3400-0002	ENVIRONMENTAL SUB PROGRAM	155,336.99	85%	183,565	639,289.47	66%	965,009	(483,952.48)
3500-0002	REFUSE MANAGEMENT SUB PROGRAM							
3500-0004	CHARLEVILLE REFUSE MANAGEMENT	540,761.33	104%	521,675	311,923.97	62%	506,293	228,837.36
3540-0004	MORVEN REFUSE MANAGEMENT	24,850.46	105%	23,604	23,321.09	51%	45,293	1,529.37
3570-0004	AUGATHELLA REFUSE MANAGEMENT	54,164.08	105%	51,650	15,851.79	61%	25,908	38,312.29
3500-0002	REFUSE MANAGEMENT SUB PROGRAM	619,775.87	104%	596,929	351,096.85	61%	577,494	268,679.02
3200-0001	HEALTH/ENVIRONMENTAL SERVICES	954,388.37	93%	1,021,034	2,895,816.95	68%	4,289,631	(1,941,428.58)
4000-0001	ENGINEERING SERVICES							

General Ledger2020.12.4.1

Revenue and Expenditure Summary

(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 68% of year elapsed. To Level 4. Excludes committed costs)

MURWEH SHIRE COUNCIL (Budget for full year) Financial Year Ending 2021 Printed(CLAIREA): 01/01/2021

		----- REVENUE -----			----- EXPENDITURE -----			---- SURPLUS ----
		28 Feb 2021		Budget	28 Feb 2021		Budget	28 Feb 2021
5200-0003	MORVEN WATER	96,489.32	99%	97,337	85,899.35	82%	104,803	10,589.97
5300-0003	AUGATHELLA WATER	187,317.77	103%	182,230	68,146.09	40%	170,722	119,171.68
5390-0003	WATER DEPRECIATION	0.00	0%	0	320,036.33	71%	450,979	(320,036.33)
		-----		-----	-----		-----	-----
5100-0002	WATER SUPPLY ACTIVITIES SHR PROGRAM	1,741,026.00	103%	1,680,501	704,100.00	58%	1,200,000	536,926.00

General Ledger2020.12.4.1 Balance Sheet Page - 1
 (Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 68% of year elapsed. To Details. Excludes committed costs)
 MURWEH SHIRE COUNCIL (Budget for full year) Financial Year Ending 2021 Printed(CLAIREA): 04-03-2021 5:16:28 AM

		OPENING	YEAR TO DATE		BUDGET	CURRENT BALANCE		BUDGET
		BALANCE	28 Feb 2021			28 Feb 2021		
CURRENT ASSETS								
=====								
0100-0001	CURRENT ASSETS							
0105-3000	Cash at Bank - General Account	162,097.58	(70,802.85)	-28%	252,593	91,294.73	10%	897,573
0110-3000	Cash on Hand	1,570.00	0.00	0%	0	1,570.00	109%	1,438
0115-3000	QTC - Cash Investments	5,011,318.80	3,704,416.61	---	0	8,715,735.41	169%	5,147,732
0116-3000	NAB - Term Deposits	0.00	0.00	0%	0	0.00	0%	0
0117-3000	Cash: Cosmos Centre Float	800.00	0.00	0%	0	800.00	200%	400
0118-3000	Cash: Visitor Info Centre	300.00	0.00	0%	0	300.00	---	0
0120-3000	Accounts Receivable - Rates	829,522.05	3,443,105.78	---	0	4,272,627.83	696%	613,788
0121-3000	Acct Rec - Rates EOY Receipts	264,573.71	(264,573.71)	---	0	0.00	0%	0
0127-3000	Provision for Doubtful Rates	0.00	0.00	0%	0	0.00	0%	0
0130-3000	Stores and Materials	197,913.97	9,890.33	---	0	207,804.30	90%	230,151
0132-3000	Inventory - Cosmos Centre	46,274.57	0.00	0%	0	46,274.57	127%	36,515
0140-3000	Prepaid Expenses	236,913.71	(236,913.71)	---	0	0.00	0%	170,792
0147-3000	Accrued Revenue - General	29,406.47	(29,406.47)	---	0	0.00	0%	0
0148-3000	Contract Assets	2,566,004.08	(2,416,399.05)	---	0	149,605.03	---	0
0150-3000	Workers Compensation Receivable	0.00	87.73	---	0	87.73	0%	31,131
0155-3000	Accounts Receivable - Debtors	683,026.54	(144,262.93)	---	0	538,763.61	23%	2,327,260
0156-3000	Accts Rec - Debtors EOY Receipts	0.00	0.00	0%	0	0.00	0%	0
0160-3000	Provision for Doubtful Debts	(3,637.98)	0.00	0%	0	(3,637.98)	24%	(15,000)
0165-3000	GST Receivable/Suspense	79,795.17	(70,809.17)	---	0	8,986.00	-64%	(13,934)
0170-3000	Residential Land for Resale	0.00	0.00	0%	0	0.00	0%	0
		-----	-----	-----	-----	-----	-----	-----
0100-0001	CURRENT ASSETS TOTAL	10,105,878.67	3,924,332.56	>999%	252,593	14,030,211.23	149%	9,427,846
		-----	-----	-----	-----	-----	-----	-----
	TOTAL CURRENT ASSETS	10,105,878.67	3,924,332.56	>999%	252,593	14,030,211.23	149%	9,427,846

General Ledger2020.12.4.1

Balance Sheet

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(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 68% of year elapsed. To Details. Excludes committed costs)

MURWEH SHIRE COUNCIL (Budget for full year)

Financial Year Ending 2021

Printed(CLAIREA): 04-03-2021 5:16:28 AM

		OPENING	YEAR TO DATE		CURRENT BALANCE	
		BALANCE	28 Feb 2021	BUDGET	28 Feb 2021	BUDGET
NON-CURRENT ASSETS						
=====						
0200-0001	NON-CURRENT ASSETS					
0200-4000	Land at Cost	0.00	0.00	0%	0	0
0205-4000	Land for Resale	0.00	0.00	0%	0	0
0210-4000	Land at Valuation	3,438,638.30	0.00	0%	0	3,438,638.30
0211-4000	Land Improvements at Valuation	0.00	0.00	0%	0	0.00
0215-4000	Land Clearing Account	71,697.01	0.00	0%	0	71,697.01
0217-4000	WIP - Land Improvements	3,536.27	0.00	0%	0	3,536.27
0221-4000	Aerodrome Landing Strip at Cost	0.00	0.00	0%	0	0.00
0231-4000	Aerodrome Landing Strip at Valuation	14,559,396.66	0.00	0%	0	14,559,396.66
0241-4000	Accum Depn - Aerodrome Landing Strip	(2,352,173.65)	(143,581.22)	31%	(461,332)	(2,495,754.87)
0242-4000	WIP - Aerodrome Upgrade	0.00	31,858.00	11%	300,000	31,858.00
0300-4000	Buildings at Cost	7,812,890.57	0.00	0%	0	7,812,890.57
0310-4000	Buildings at Valuation	57,207,640.81	0.00	0%	0	57,207,640.81
0320-4000	Accum Depn - Buildings	(22,534,680.33)	(673,692.50)	109%	(620,749)	(23,208,372.83)
0330-4000	Other Structures at Cost	685,079.07	0.00	0%	0	685,079.07
0340-4000	Other Structures at Valuation	8,143,176.85	0.00	0%	0	8,143,176.85
0350-4000	Accum Depn - Other Structures	(2,976,057.85)	(157,558.88)	29%	(545,546)	(3,133,616.73)
0360-4000	WIP - Buildings	1,787,517.35	1,239,069.62	43%	2,915,120	3,026,586.97
0370-4000	WIP - Other Structures	3,318,717.11	2,611,007.16	49%	5,354,525	5,929,724.27
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)	(61,444.05)	---	0	(391,731.07)
0382-4000	WIP - Parks	0.00	0.00	0%	0	0.00
0383-4000	Parks at Valuation	688,320.00	0.00	0%	0	688,320.00
0400-4000	Equipment and Furniture Fittings	4,296,923.08	0.00	0%	0	4,296,923.08
0410-4000	Accum Depn - Equipment and FF	(3,682,845.54)	(50,936.74)	154%	(33,024)	(3,733,782.28)
0411-4000	Plant	13,453,392.02	(257,669.98)	---	0	13,195,722.04
0415-4000	Accum Depreciation - Plant	(6,076,026.32)	(247,846.42)	34%	(733,278)	(6,323,872.74)
0420-4000	Furniture and Fittings	0.00	0.00	0%	0	0.00
0430-4000	Accum Depn - Furniture and Fittings	0.00	0.00	0%	0	0.00
0445-4000	Plant Clearing Account	0.00	193,938.18	11%	1,800,000	193,938.18
0500-4000	Road Infrastructure at Cost	0.00	0.00	0%	0	0.00
0510-4000	Road Infrastructure at Valuation	337,183,963.62	0.00	0%	0	337,183,963.62
0520-4000	Accum Depn - Road Infrastructure	(46,997,957.80)	(2,075,477.81)	69%	(3,003,210)	(49,073,435.61)
0525-4000	WIP - Road Infrastructure	1,099,321.68	1,795,552.08	45%	3,949,133	2,894,873.76
0530-4000	Water Infrastructure at Cost	1,043,843.48	0.00	0%	0	1,043,843.48
0540-4000	Water Infrastructure at Valuation	27,387,863.32	0.00	0%	0	27,387,863.32
0550-4000	Accum Depn - Water Infrastructure	(12,571,443.95)	(320,036.33)	71%	(450,979)	(12,891,480.28)
0555-4000	WIP - Water Infrastructure	0.06	111,844.50	23%	485,000	111,844.56
0560-4000	Sewerage Infrastructure at Cost	414,175.16	0.00	0%	0	414,175.16
0570-4000	Sewerage Infrastructure at Valuation	23,537,285.63	0.00	0%	0	23,537,285.63
0580-4000	Accum Depn - Sewerage Infrastructure	(12,617,421.08)	(212,347.75)	68%	(310,002)	(12,829,768.83)
0585-4000	WIP - Sewerage Infrastructure	0.00	1,238.42	1%	200,000	1,238.42

General Ledger2020.12.4.1 Balance Sheet Page - 3
 (Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 68% of year elapsed. To Details. Excludes committed costs)
 MURWEH SHIRE COUNCIL (Budget for full year) Financial Year Ending 2021 Printed(CLAIREA): 04-03-2021 5:16:28 AM

	OPENING	YEAR TO DATE		CURRENT BALANCE	
	BALANCE	28 Feb 2021	BUDGET	28 Feb 2021	BUDGET
0586-4000 WIP - Aurora Estate Stage 2	12,067.70	0.00	0%	12,067.70	100%
0587-4000 WIP - Aurora Estate Stage 3	18,650.00	0.00	0%	18,650.00	100%
0588-4000 WIP State Gov - Bradleys Gully Div	0.00	0.00	0%	0.00	0%
0589-4000 WIP - Industrial Estate	1,631,160.48	828,239.27	83%	2,459,399.75	83%
0595-4000 Residential Land Resale (NCA)	0.00	0.00	0%	0.00	0%
0596-4000 Right of Use Assets	221,275.59	0.00	0%	221,275.59	---
0596-4001 Accumulated Amortisation	(112,754.04)	0.00	0%	(112,754.04)	---
0597-4000 Equipment Clearing Account	0.02	225,543.60	56%	225,543.62	13%
0599-4000 Landfill Asset	0.00	0.00	0%	0.00	0%
0200-0001 NON-CURRENT ASSETS TOTAL	398,991,134.41	2,837,699.15	28%	401,828,833.56	115%
TOTAL NON-CURRENT ASSETS	398,991,134.41	2,837,699.15	28%	401,828,833.56	115%
TOTAL ASSETS	409,097,013.08	6,762,031.71	64%	415,859,044.79	116%
CURRENT LIABILITIES					
0600-0001 CURRENT LIABILITIES					
0600-5000 Accounts Payable	0.00	41,501.96	---	41,501.96	---
0605-5000 Accrued Expenses - All	1,857,279.94	(1,857,279.94)	---	(0.00)	0%
0610-5000 Fire Services Levy Payable	3,540.09	297,442.42	---	300,982.51	>999%
0612-5000 Contract Liabilities	1,394,598.43	(848,108.12)	---	546,490.31	---
0613-5000 Prepaid Rates	264,573.71	(264,573.71)	---	0.00	0%
0615-5000 PAYG Payable	1,926.15	(1,926.15)	---	0.00	0%
0625-5000 Payroll Suspense	0.00	321,133.76	---	321,133.76	---
0630-5000 Wages Advance	0.00	0.00	0%	0.00	0%
0632-5000 RDO & Toil Accumulated	18,129.08	(8,385.32)	---	9,743.76	48%
0635-5000 Stock Routes Fees Payable	0.00	289.19	---	289.19	1%
0636-5000 Finance Lease - Current	84,052.44	0.00	0%	84,052.44	---
0640-5000 Office Extension Current Loan	19,016.91	(9,257.36)	---	9,759.55	-35%
0645-5000 Cosmos Centre Current Loan	41,341.04	(20,124.66)	---	21,216.38	-35%
0650-5000 Medical Centre Current Loan	34,236.99	(16,608.61)	---	17,628.38	-34%
0660-5000 Current Loan	0.00	0.00	0%	0.00	0%
0665-5000 Plant Replacement Current Loan	0.00	0.00	0%	0.00	0%
0666-5000 Plant Replacement No 2 Current Loan	0.00	0.00	0%	0.00	0%
0670-5000 Residential Develop Current Loan	0.00	0.00	0%	0.00	0%
0671-5000 Flood Mitigation Current Loan	140,818.12	(67,662.05)	---	73,156.07	>999%
0672-5000 Airport Upgrade Current Loan	42,045.57	(20,248.02)	---	21,797.55	-57%
0675-5000 Annual Leave payable	993,522.97	(75,577.50)	---	917,945.47	108%
0680-5000 Long Service Leave Payable	1,143,323.73	(33,515.78)	---	1,109,807.95	90%

General Ledger2020.12.4.1		Balance Sheet				Page - 4		
(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 68% of year elapsed. To Details. Excludes committed costs)								
MURWEH SHIRE COUNCIL (Budget for full year)		Financial Year Ending 2021			Printed(CLAIREA): 04-03-2021 5:16:28 AM			
=====								
		OPENING	YEAR TO DATE			CURRENT BALANCE		
		BALANCE	28 Feb 2021		BUDGET	28 Feb 2021	BUDGET	
0685-5000	Sick Leave Payable	234,317.05	3,708.72	---%	0	238,025.77	101%	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	33,250.91	---%	0	63,245.08	---%	0
0698-5000	Salary Sacrifice Deduct - After Tax	(31,144.29)	(33,301.38)	---%	0	(64,445.67)	---%	0
0699-5000	Suspense Account: General Account	3,541.17	(1,754.20)	---%	0	1,786.97	10%	17,294
		-----	-----		-----	-----		-----
0600-0001	CURRENT LIABILITIES TOTAL	6,268,113.27	(2,560,995.84)	---%	0	3,707,117.43	268%	1,385,266
		-----	-----		-----	-----		-----
	TOTAL CURRENT LIABILITIES	6,268,113.27	(2,560,995.84)	---%	0	3,707,117.43	268%	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	Non-Current Loan	0.00	0.00	0%	1,000,000	0.00	0%	1,000,000
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%	727,571	3,918,735.66	109%	3,589,283
		-----	-----		-----	-----		-----
	TOTAL NON-CURRENT LIABILITIES	3,918,735.66	0.00	0%	727,571	3,918,735.66	109%	3,589,283
		=====	=====		=====	=====		=====
	TOTAL LIABILITIES	10,186,848.93	(2,560,995.84)	-352%	727,571	7,625,853.09	153%	4,974,549
		=====	=====		=====	=====		=====
	NETT ASSETS/(LIABILITIES)	398,910,164.15	9,323,027.55	95%	9,772,770	408,233,191.70	116%	353,403,241

General Ledger2020.12.4.1

Balance Sheet

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(Accounts: 0100-0001-0000 to 5490-2000-0000. All report groups. 68% of year elapsed. To Details. Excludes committed costs)

MURWEH SHIRE COUNCIL (Budget for full year)

Financial Year Ending 2021

Printed(CLAIREA): 04-03-2021 5:16:28 AM

		OPENING	----- YEAR TO DATE -----		----- CURRENT BALANCE -----	
		BALANCE	28 Feb 2021	BUDGET	28 Feb 2021	BUDGET
COMMUNITY EQUITY						
=====						
0800-0001	EQUITY					
0800-0002	SHIRE CAPITAL					
0805-7000	Retained Surplus	47,026,755.59	0.00	0%	0	47,026,755.59
0807-7000	Retained Surplus-Cosmos	(1,275,671.18)	0.00	0%	0	(1,275,671.18)
0810-7000	Asset Revaluation Reserve - Roads	207,623,378.33	0.00	0%	0	207,623,378.33
0811-7000	Asset Revaluation Reserve - W & S	21,812,333.46	0.00	0%	0	21,812,333.46
0812-7000	Asset Reval Res - Bldgs & Structures	33,190,987.25	0.00	0%	0	33,190,987.25
0813-7000	Asset Revaluation Reserve-Land	929,460.63	0.00	0%	0	929,460.63
0815-7000	Asset Revaluation Reserve Aerodrome	12,624,624.36	0.00	0%	0	12,624,624.36
0816-7000	Asset Revaluation Reserve - Plant	0.00	0.00	0%	0	0.00
0820-7000	Current Surplus / Deficit	0.00	9,323,027.55	93%	10,057,787	9,323,027.55
0825-7000	Year End Surplus/Deficit	76,978,295.71	0.00	0%	1,711,977	76,978,295.71
		-----	-----	-----	-----	-----
0800-0002	SHIRE CAPITAL TOTAL	398,910,164.15	9,323,027.55	79%	11,769,764	408,233,191.70
						117% 349,752,622
0830-0002	RESERVES					
		-----	-----	-----	-----	-----
0800-0001	EQUITY TOTAL	398,910,164.15	9,323,027.55	79%	11,769,764	408,233,191.70
						117% 349,752,622
		-----	-----	-----	-----	-----
	TOTAL COMMUNITY EQUITY	398,910,164.15	9,323,027.55	79%	11,769,764	408,233,191.70
						117% 349,752,622



Recommendation / Report

From: Claire Alexander – Contract Accountant
Ordinary Meeting – 18 March 2021

Subject

Proposed Airport fees and charges 2021-22

PROPOSED RESOLUTION:

That Council approved the airport fees and charges 2021-22 as presented.

BACKGROUND:

Purpose

The airport fees and charges require to be renegotiated with 3 months' notice given to Qantas.

The proposed airport fees and charges for 2021/22 include a 2% increase.

Attachments:

3. *Charleville Airport Passenger Fees and Landing Charges 2021-22 – Clean copy*
4. *Charleville Airport Passenger Fees and Landing Charges 2021-22 – Marked up copy*
5. *Charleville Airport Hangarage Charges 2021-22*

Financial Risks: Unable to charge fees applicable by 1 July if Qantas is not notified by 1 April 2021.

Environment Risks: Nil

Social Risks: Nil

Recommendation That Council approved the airport fees and charges 2021-22 as presented.

CHARLEVILLE AERODROME HANGARAGE CHARGES – 2021-22

(GST applicable and included)

2020-21				
CLASS	FLOOR	DAILY	WEEKLY	MONTHLY
	AREA M ²	\$	\$	\$
A	up to 60	8.60	33.70	132.80
B	61 – 100	10.30	43.70	177.60
C	101 – 150	12.00	57.20	230.00
D	151 – 200	13.20	70.50	279.00
E	201 – 250	15.60	85.20	340.90
F	251 – 300	19.40	113.10	445.60
G	301 – 350	23.10	138.80	557.70
H	351 – 450	26.60	165.50	661.20
I	451 – 550	31.40	191.10	764.70
J	551 – 650	35.40	219.00	876.80
K	651 – 750	38.80	244.60	1,243.50
L	751 – 850	42.40	271.40	1,085.00
M	851 – 950	46.30	298.40	1,188.80
O	EACH 100 OVER 950	3.80	18.70	74.70

2021-22				
CLASS	FLOOR	DAILY	WEEKLY	MONTHLY
	AREA M ²	\$	\$	\$
A	up to 60	8.80	34.40	135.50
B	61 – 100	10.50	44.60	181.20
C	101 – 150	12.20	58.30	234.60
D	151 – 200	13.50	71.90	284.60
E	201 – 250	15.90	86.90	347.70
F	251 – 300	19.80	115.40	454.50
G	301 – 350	23.60	141.60	568.90
H	351 – 450	27.10	168.80	674.40
I	451 – 550	32.00	194.90	780.00
J	551 – 650	36.10	223.40	894.30
K	651 – 750	39.60	249.50	1,268.40
L	751 – 850	43.20	276.80	1,106.70
M	851 – 950	47.20	304.40	1,212.60
O	EACH 100 OVER 950	3.90	19.10	76.20

Increase in %		
2.33%	2.08%	2.03%
1.94%	2.06%	2.03%
1.67%	1.92%	2.00%
2.27%	1.99%	2.01%
1.92%	2.00%	1.99%
2.06%	2.03%	2.00%
2.16%	2.02%	2.01%
1.88%	1.99%	2.00%
1.91%	1.99%	2.00%
1.98%	2.01%	2.00%
2.06%	2.00%	2.00%
1.89%	1.99%	2.00%
1.94%	2.01%	2.00%
2.6%	2.1%	2.0%

CHARLEVILLE AIRPORT PASSENGER FEES & LANDING CHARGES – 2021/22
(GST applicable and included)

1. Charge levied for airport usage based on the certified maximum take-off weight of the aircraft. A charge may apply to a landing or a departure and is calculated as follows:-
 - i) \$11.70 per tonne, minimum charge \$11.00 for AVTUR fuelled aircraft
 - ii) \$14.30 per engine (flat rate) for AVGAS fuelled aircraft
 - iii) A fee per annum, on application, applicable to AVGAS fuelled aircraft:-
 - Aircraft (Charleville based including Murweh Shire Ratepayers) - \$626.00 single engine
- \$1,080.00 twin engine
 - Aircraft (not local airport based) - \$1,080.00 single engine
- \$1,465.10 twin engine
 - Local Courier - \$1,080.00
 - iv) A fee per annum, on application, applicable to landing of helicopters - \$277.70
 - v) Regional Express Head tax: passenger embarking & disembarking Charleville airport a flat fare of \$ 13.20 (single embarking & disembarking)
 - vi) Qantas Link Passenger Fee
 - Adult \$ 17.10
 - Child \$ 8.80

The charges 2021/2022 require to be renegotiated with 3 months' notice given to Qantas.

2. That for the purpose of establishing liability for charges a flight by an aircraft may be identified by documentation which includes: -
 - a) Flight strip summary used to compile records of movements of aircraft in relation to aerodromes.
 - b) Messages extracted from the Aeronautical Telecommunication Network
 - c) A flight plan submitted to Air Traffic Control
 - d) Information supplied by the Civil Aviation Authority
 - e) Recordings of messages broadcast to or from the aircraft
 - f) Recordings of movement of aircraft by ground staff (Aerodrome Attendant)
3.
 - i) The holder of the certificate of registration for the aircraft as recorded by the Civil Aviation Authority, or
 - ii) Where the aircraft is operated under an airline or cargo licence, by the holder of the licence.
4. That charges and fees are payable by the end of the month in which they are billed, after which they become overdue for payment. That overdue amount attracts a late payment fee

calculated as the greater of \$40.00 or 1.5% of the unpaid amount for each month or part month they remain overdue.

5. That aircraft for which charges are overdue for payment may be prohibited from using the airport, except in a declared emergency.
6. That Avdata Services be engaged to act as agent for the purpose of collecting airport charges, as per their Terms and Conditions.



Recommendation / Report

From: Jamie Gorry – Director of Corporate Services
Ordinary Meeting – 18th March, 2021

UBJECT

2020/21 Operational - Plan Adoption, Update and Review.

PROPOSED RESOLUTION:

“That Council as per section 104 (7) of the Local Government Act receives and adopts the 2020/21 Operational Plan as presented, including status report and update.”

BACKGROUND:

Purpose

As per Legislation Section 104 (7) of the Local Government Act, Council has to adopt an Operational Plan Annually and this plan is to be reviewed at least every 3 months (quarterly).

Discussion

The 2020/21 Operational Plan was presented to Council at the July 2020 meeting for adoption, but Council resolved to not adopt the Operational Plan at that time – due to concerns around measurability of KPIs.

As a result of the above concerns, and subsequent impact of other events such as the Covid-19 Pandemic, and the resignation of the Director of Corporate Services (Ken Timms) - Council has been operating without an approved/adopted Operational Plan for the first three (3) quarters of the 2020/21 Financial year.

Operating without an approved Operational Plan is a breach of Section 104 (7) of the Local Government Act (Qld), hence resolution is a priority for Council.

This review is for the first three (3) quarters of the financial year. The review is not about the delivery of the budget or estimated cost, but about the delivery of identified projects, tasks, services etc.

To address the concerns originally raised around measurability of KPIs, percentage measurements and Key Outputs have been added to each KPI. Additionally, a risk rating has been added to each KPI – where a risk (of non-delivery) rating of moderate or high is scored, there is addition reasoning and corrective actions identified.

Your approval is sought for adoption of the 2019/2020 Operational Plan.

Consultation:

The following staff and elected representatives have been consulted during the update of the Operational Plan and reporting.

- *Mayor and Councillors - Council Workshop 03/03/2021*
- *Chief Executive Officer*
- *Director of Engineering*
- *Director of Environment & Health*
- *Economic Development Officer*
- *HR Manager*
- *WH&S Officer*

Financial Risks: Nil

Environment Risks: Nil

Social Risks Nil

Recommendation *`That Council receives and adopts the 2020-21 Operational Plan and Update/Reporting as presented.*

Jamie Gorry
Director of Corporate Services



SHIRE OF MURWEH

MORVEN - CHARLEVILLE - AUGATHELLA

Operational Plan 2020-2021

Budget 2020-2021



Adopted - 16/8/20

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* Operational Plan should be read in conjunction with the Corporate Plan and Budget documentation.

Governance

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery	Risk explanation (moderate or high) - including future risk
Adequately trained elected members	CEO	Suitable Council training provided by LGAQ and other agencies	Quarterly	100%	Roles and responsibilities understood and implemented in accordance with LGA 2009	Low	
					Key Outputs: Statutory training conducted by LG department for Councillors, Conflict of Interest legislative training completed (Belcarra),		
Greater community participation and engagement	CEO	Community Engagement Policy is reviewed and implemented	Sep-20	75%	Policy is reviewed and implemented	Low	
					Key Outputs: Policy adopted - community consultation meeting at Morven, Augathella delayed due to Covid. Face-to-face meetings with Morven (2) and Augathella (1) progress associations undertaken - re Hall upgrades, tourism, TV etc.		
	CEO	Provide Suitable receptions & promotion of the Shire	Quarterly	75%	Increase in community engagement and participation rates	Low	
					Key Outputs: Mayor provides weekly update to community update. Social Media communication and coordination, Media Marketing & Events Coordinator hired to commence 01/03/21		
	CEO	A suitable Council complaints and work request system is in place.	Dec-20	75%	Policy and procedure is reviewed and adopted by Council	Low	
					Key Outputs: New Guardian Work request and complaints system implemented (December 2020), staff trained - Councillors to be provided with training.		
Provide for elected member statutory remuneration	CEO	Remuneration tribunal determination implemented	Quarterly	100%	Allowances and expenses provided for in annual budget	Low	
					Key Outputs: Councillors accepted remuneration tribunal report. Remuneration and allowances as per report recommendations		
Provide for external and internal audit functions	DCS	QAO Auditors appointed and Internal Audits being undertaken	May-21	75%	function and findings are within Council direction.	Low	
					Key Outputs: interim external audit completed by QAO contractor ; Crowe Howarth have been re-engaged for three (3) years inclusive of 2021 - schedule approved. Governance audit to be conducted March 2021.		
Provide for appropriate elected member conference attendance	CEO	Attend LGAQ annual conference and regional LG conferences, delegations, promotions	Quarterly	100%	Adequate attendance & feedback completed	Low	
					Key Outputs: Mayor, Deputy Mayor and CEO attended LGAQ conference at Gold Coast. October 2020 ;		

Risk Management

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery	Risk explanation (moderate or high) - including future risk
Functional Disaster Management Plan in place	CEO	LDMG adequately funded and resourced	Half yearly	50%	Regular LDMG meetings held	Low	
					Key Outputs: LDMG meeting undertaken 2020; next meeting May 2021		

	CEO	MSC Disaster Management Plan is reviewed and implemented	Oct-20	100%	Plan is reviewed annually	Low	
					Key Outputs: Plan reviewed by QFES (Emergency Management Officer) has undertaken review.		
Council has a functional Emergency Services Unit	CEO	SES adequately funded and resourced	Quarterly	75%	SES teams prepared and in state of readiness	Low	budget underspent due to no event this year.
					Key Outputs: training conducted by local controller, needs analysis undertaken and training undertaken on as-needs basis.		
Council adopts an Enterprise Risk Management (ERM) System throughout the organisation	DCS	ERM is implemented throughout the organisation	Nov-20	50%	ERM implemented and Risk Register reviewed annually	Low	
					Key Outputs: Benchmarking completed, Council engaged JLT (insurers) to further progress requirements.		
Council has in place a compliant Workplace Health & Safety System in place	DCS	WH&S System is implemented throughout the organisation.	May-21	80%	Audit of WH&S System demonstrates continuous improvement with a greater than 70% audit outcome	Low	
					Key Outputs: system is implemented, Council is achieving workplace targets, annual audit has been undertaken. Regular drug and alcohol testing has been initiated.		
Council has an accredited Roadworks Quality Assurance System (RQAS) in place	DCS	RQAS is implemented throughout the organisation.	May-21	100%	Annual Audit of the RQA System is successful	Low	
					Key Outputs: Audit successful, Council has 3rd Party Accreditation with TMR		

Human Resources

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery	Risk explanation (moderate or high) - Including future risks
Provision of Human Resource requirements for employees	DCS	HR is adequately resourced and staff are well trained and informed. Management are given timely and appropriate advice on staff matters.	Quarterly	75%	Service standards achieved	Low	
					Key Outputs: HR officer is appointed and accessible to staff - completing role requirements.		
	DCS	Staff motivation is surveyed on an annual basis.	May-21	50%	Annual employment satisfaction survey is undertaken and strategies to improve outcomes are implemented.	Low	
					Key Outputs: Staff survey undertaken for 20-21, working group to implement findings		
Council has an Enterprise Bargaining agreement in place	CEO	EBAs are in-place for both areas of Council operations	Nov-20	100%	EBA is implemented and there are no outstanding issues raised by staff	Moderate	currently two EBs. Need to try and align both - negotiations will be required to be commenced in 2021-22 financial year.
					Key Outputs: 2 EBs currently, these are functional, but need alignment		

On going cyber security training to staff

Cyber security training is programmed and implemented

Annual cyber security training is delivered

Key outputs: Completion rate between 90% to 100%

Moderate

on going cyber security training
reduces risks in councils computer
network systems

Management of employee entitlements

On going review of employee entitlements by Directors

Employee entitlement listing is reviewed on an on going basis

Key outputs: Maximum annual leave 8 weeks

Low

Health and Safety risks and cost inc

Revenue

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery:	Risk explanation (moderate or high):
Rates, charges, subsidies, grants, fees, donations and contributions collected	DCS	Collect and receive in accordance with statutory obligations	Half yearly	75%	Revenue policy and statement principles applied in accordance with budget forecasts	Moderate	Due to revaluation to be undertaken in 2021 as well as new categories for Carbon Farm, Industrial and Commercial categories - unknown impact.
Key Outputs: second rating period has commenced, discount period ends Mid-April 2021 ; other revenues (fees & charges) are undertaken as per budget forecast.							

Administration

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery:	Risk explanation (moderate or high):
Provide administrative support to the organisation	DCS	Engage sufficient experienced employees, technological and communications support	Quarterly	75%	Smooth administrative functions, with full inter departmental integration and communication observed	Low	
					Key Outputs: Council engaged new IT contractor (Pinnacle) to oversee all Council IT, phone, office equipment. Service levels high at present		
A financial system that meets the need of the Council	CEO	Install, implement and train staff in a new financial systems that will meet future demands of the Council and the Community	Jun-21	25%	New financial system introduced. Staff allocated for system training. Operational competency achieved.	Moderate	challenge in transitioning from one financial system to the new one.
					Key Outputs: Council contracted IT vision for new LG software implementation to be undertaken in current and next financial year.		
			Half yearly	50%	Customer service charter is implemented and staff are trained in same	Moderate	further embedding of culture in organisation required - change management
					Key Outputs: Council adopted new customer service charter (November 2020??) - all staff to embrace culture of service delivery		
Best practice customer service standards are provided	DCS	Council has a suitable customer, complaints and work services process across the organisation	Half yearly	50%	Customer complaints are attended to within an allocated time	Moderate	continual improvement in customer service charter.
					Key Outputs: complaints mechanism is in place, Policy is in place. Work request now differentiates between work requests and complaints. Complaints are now escalated for action.		
			Nov-20	90%	Council implements a proactive Work Request system / process	Low	
					Key Outputs: Guardian System is in place with staff trained and using system. Councillors to receive training prior to June 2021.		
Fit for purpose Store operation	DCS	Stores personnel trained and competent in stock control and procurement procedures	Half yearly	75%	Inventory levels monitored through a fully accountable procurement and works program. Balanced inventory	Moderate	capital investment required to enable water and electrical store items to be housed at general stores compound.

Key Outputs: general store supplies are managed effectively, still require to relocate electrical, water and sewerage supplies within stores compound.		
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Finance

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery:	Risk explanation (moderate or high):
Borrowing costs, debt collection and bank charges minimised	DCS	Prudent and responsible administration of the revenue and debt policies	Half yearly	75%	Budget forecasts achieved	Low	
					Key Outputs: revenue policy maintained, debt policy updated to reflect borrowing this year (Morven Rail Hub) budget review undertaken in line with federal and state government grants received. Revenue and expenditure currently in line with budget forecast		
Council has developed a 10yr financial sustainability report	DCS	10yr financial sustainability report is developed	Nov-20	100%	Report has been reviewed and adopted	Low	
					Key Outputs: 10 year forecast updated in line with borrowing policy to reflect additional loan requirements.		
Adequate recovery of administrative overheads to match expenses	DCS	Apply oncost rates to recover overheads thru job costing system	Nov-20	100%	Oncosts distributed over operations. Cost neutral	Low	
					Key Outputs: oncosts applied as per budget requirements (Practical), new finance system will automatically align oncost rates.		

Assets

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery:	Risk explanation (moderate or high):
Suitable Asset Management System covering all asset types	DES	Implementation of an Asset Management System across the organisation	May-21	75%	AMP System for buildings is implemented by May 2021. Overall the AMP is reflective of asset condition.	Moderate	Roads furniture and other structure asset management plans still to be undertaken
					Key Outputs: Roads, water & sewerage asset management plans in place. Sheppard Services to undertake building asset management by 30/04/2021		

Libraries

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery:	Risk explanation (moderate or high):
Provide library services for public use	DCS	Adequately staffed and resourced libraries provided in Augathella, Charleville & Morven	Quarterly	75%	Service levels maintained. Implementation of new State Library initiatives where applicable.	Low	
					Key Outputs: staff and service levels maintained in all 3 centres. First 5 program reestablished		

Aerodromes

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery:	Risk explanation (moderate or high):
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Provide aerodromes of an appropriate standard	DCS	Adequately staffed and resourced aerodromes to meet standards appropriate to accommodate regional passenger airlines in Charleville. Sealed light aircraft aerodromes provided in Augathella.	Quarterly	75%	Service levels maintained. All licences, accreditations and manuals up to date	Low	
					Key Outputs: staff, safety and service levels maintained. CASA accreditation maintained, annual audit to be undertaken May 2021. rewrite of manual being completed by Jasko.		
	DCS	Operate an effective and efficient Café at the Charleville Airport Terminal.	Jun-21	75%	Café in the Mulga is achieving business goals. Daily opening. Financially viability	Low	
					Key Outputs: café staffed adequately for current needs.		
Upgrade of the RFDS apron and surrounds	DES	Seek funding for an upgrade of the RFDS apron	Jun-21	50%	Funding obtained and upgrade completed	Moderate	council required contribution of \$250k, currently earmarked under LRCIP funding
					Key Outputs: application submitted to Remote Airports Program to upgrade tarmac and runway areas - awaiting funding result		
Upgrade apron and surrounds	DES	Seek funding for an upgrade of main apron including hard stand for aircraft parking	Jun-21		Funding obtained and upgrade completed	Moderate	council required contribution of \$250k, currently earmarked under LRCIP funding
					Key Outputs: application submitted to Remote Airports Program to upgrade tarmac and runway areas - awaiting funding result		

Economic Development

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery:	Risk explanation (moderate or high):
Provide avenues for Council and other organisations to develop opportunities for future growth within the Shire	EDO	Adequately staffed and resourced economic development/grants section to source grants and subsidies and private investment opportunities aiding the continued growth of the Shires economic prosperity. Maintain links with SWRED	Jun-21	100%	Growth maintained. Regional links strengthened.	Moderate	additional Griffith support to be covered under other funding programs
					Key Outputs: dedicated EDO on staff to undertake grant writing. Additional resources from Griffith Uni to assist with community organisation applications		
	EDO	Promote Local Buy initiatives throughout the Council area.	Nov-20	75%	Successful Buy Local campaign run throughout the Shire	Low	
					Key Outputs: participate in annual street parade and buy local campaign. Regular review of local spend conducted.		
	EDO	Regional connectivity is established throughout the region	May-21	70%	Successfully improve the mobile phone footprint across the region	Moderate	Council contribution required for NBN roll out, \$450K has been earmarked under LRCIP program - awaiting approval

					Key Outputs: funding application approved with Telstra to establish additional mobile towers in shire. All towers are installed, however, not all are currently operational. Council has applied under current digital connectivity program to increase optic fibre NBN roll out in Morven and Augathella		
	EDO	Free visitor Wifi access is available in the communities	Dec-20	100%	Successfully implement a free visitor wifi system within the 3 communities	Low	
					Key Outputs: free community Wifi established in Charleville, Augathella and Morven		
Council has an up to date Economic Development Strategy	EDO	Economic Development Strategy is reviewed and updated	Mar-21	10%	Economic Development Strategy is presented to Council for consideration.	Moderate	funding required to develop strategy
					Key Outputs: Council currently partnering with DSDTI to establish economic development strategy.		
Council consider and develop climate change initiatives	EDO	Council proactively seek out initiatives that reduce their carbon footprint	May-21	100%	Council seek out sustainable power source projects and implement (Solar)	Low	
					Key Outputs: Council currently is a partner Climate resilient communities program (CRC). Council is actively seek opportunities for alternative energy supply initiatives		
Develop partnerships with key stakeholders to ensure Council and our is aware of emerging trends	EDO	Membership of strategic organisations to ensure Council is well aware of industry changes	Quarter	75%	Active member of regional organisations	Low	
					Key Outputs: Member of SW ROC, LGAQ, Western Queensland Alliance to promote regional strategies for economic development and investment.		

Staff Housing

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery:	Risk explanation (moderate or high):
Provide housing to an acceptable standard for senior staff	DCS	Maintain staff housing to a sufficient standard to assist in retention levels	Quarterly	75%	Staff retention levels maintained	Low	Council to consider retendering in 2021 (contacts due).
					Key Outputs: Council has established leasing arrangements with private realstate agents.		

Cultural Development

Strategies	Resp Officer	Actions	Comp Date	KPI	Risk of non-delivery or late delivery	Risk explanation (moderate or high)
				% Completed		
Council actively encourage and enhance opportunities for the development of Art & Culture	DCS	Council review the Arts & Culture Policy and actively support the RADF committee	Half yearly	50%	Development of the arts and cultural projects completed on an ongoing basis	Low
					Key Outputs: Another round of RADF is currently being advertised, it is expected to once again be oversubscribed (funding from Arts Qld did increase slightly, hopefully it shall again)	
An operational Art Gallery in Charleville	DCS	Proactively work with the Charleville Art Gallery Committee to establish a vibrant Art Gallery	Quarterly	75%	Art Gallery operating effectively and a MOU established with the committee	Low
					Key Outputs: The Gallery opened after COVID-19 closure with the Murweh Shire permanent collection, which is still showing until April; Bookings so far – Private Artist's exhibition April to May. Advertising for 3-4 weeks May, Qld Regional Arts Awards Early June until 14 August, September Sixteen Legs Exhibition, then 2 local combined artists/crafts exhibitions. Currently one exhibition for 2022 booked with advertising for others happening now.	
Provide adequate levels of resources and support for community assistance	DCS	Community organisations are consulted and funds allocated in line with the Policy	Half yearly	40%	Support is distributed in line with Council's Policy	Low
					Key Outputs: Council Assistance for 2021-2022 is due to commence advertising in March. Some requests for sponsorship and fee waivers are already being received and reviewed.	
Council continue to support Public Art	DCS	Public Art concepts are supported by Council	Mar-21	50%	Projects are presented to Council for consideration	Low
					Key Outputs: Projects are continuing to be presented to Council for consideration	

Tourism/VIC/Cosmos/Brisbane Line

Strategies	Resp Officer	Actions	Comp Date	KPI	Risk of non-delivery or late delivery	Risk explanation (moderate or high)
				% Completed		
Continued development of Cosmos Centre as a tourist destination within the Secret Precinct	DCS	Support and promote the Cosmos Centre as the home of the natural sciences	Quarterly	75%	Visitor numbers increased. Sales increased.	Moderate
					Key Outputs: staffing restructure has been completed and is in the resourcing and implementation stage for the coming tourist season. Refurbishment is complete. Early tourism numbers indicate that 2021 tourism season may be one of the biggest ever for this region.	
	DCS	Refurbish existing buildings/interior - Stage 2	Nov-20	75%	Ascetics & functionality improved - GTI funding	Low
					Key Outputs: Funding received from GTI and OTI. Upgrade of cosmos now complete.	

Visitor Information Centre in the 3 communities	DCS	Promotion of products and services to visitors with skilled customer service	Quarterly	50%	Visitor number increase and the Charleville site meets VIC accreditation	Moderate	refurb currently under way. Ongoing discussions with QR regarding future licence requirements and building rennos.
					Key Outputs: capital improvement undertaken and locations in all three towns. Funding approved under Works for Qld, and LRIP to refurbish facilities. Staffing restructure is complete.		
Council will encourage other tourism ventures to be established	DCS	Council to proactively work with other organisations to foster new tourism products	Feb-21	25%	Charleville Airfield Museum is established and support is given to others	High	funding currently being sought 100% from Fed govt - no council contribution
					Key Outputs: BBRF funding application is being sought to achieve this outcome		
	DCS	Establish a building to house the Brisbane Line Interpretive	Nov-20	100%	Building is established and the WWII Interpretive are on display - OTI funding	Low	
					Key Outputs: Stage 1 of WW2 complete, council to seek funding for BBRF for stage 2.		
Continue to develop other aspects of the Secret Precinct	DCS	Develop projects out of the Secret Precinct Strategy	Half yearly	10%	Work collaboratively with Universities to develop other aspects of the strategy	High	funding currently being sought 100% from Fed govt - no council contribution
					Key Outputs: phase two funding is being sought through BBRF		

Land Development

Strategies	Resp Officer	Actions	Comp Date	KPI	Risk of non-delivery or late delivery	Risk explanation (moderate or high):	
				% Completed			
Council establishes a Freight Hub in Morven	CEO	Freight Hub in Morven is established	Dec-20	80%	Project is constructed and utilised.	Moderate	To reach full capacity truck wash and bore must be completed - pending the ERA approvals for wash pad wash, and approval/drilling of the bore.
					Key Outputs: Majority of works completed, yards are currently functional and trains can be loaded.		
Industrial land is available in the 3 communities	CEO	Develop Industrial Land in the 3 communities.	Quarterly	90%	Industrial Estate in Charleville is developed and released for sale.	Low	
					Key Outputs: Industrial sub-division nearing completion, awaiting final NBN install.		

Community Facilities

Strategies	Resp Officer	Actions	Comp Date	KPI	Risk of non-delivery or late delivery	Risk explanation (moderate or high)
				% Completed		

Parks and gardens maintained for continued public use and enjoyment	DES	Maintain and improve parks & gardens to attract visitors and public use generally	Quarterly	80%	Parks & gardens maintained to high standard. Visitor numbers increased.	Low	
					Key Outputs: 'Big Seat' project completed in Graham Andrews Parklands, New Playground fencing erected in Graham Andrews and Morven Community Park. Shade sail erected at Graham Andrews Park		
Sporting facilities & showgrounds maintained to safe standard	DES	Maintain and improve sporting facilities to attract users, visitors and public use generally. Maintain to a safe standard	Quarterly	75%	Participation rates increased through improved facilities	Low	
					Key outputs: New spectator seats installed at Netball Courts. Sprinkler upgrades at Augathella oval, and Charleville Showgrounds. 6 picnic tables ordered and ready for installation at the Botanic Reserve.		
	DEHS	Swimming pools are maintained to a safe standard	Quarterly	75%	Participation rates increased	Low	
					Key outputs: Oversee contract for Charleville Pool (including Lifesaving audits, water quality etc - contractor); Ed Qld operates the Morven and Augathella pools		
	DEHS	Upgrade Swimming Pool infrastructure inline with the Asset Management Plan	May-21	100%	Replace the roof at the Charleville Swimming Pool	Low	
					Key Outputs: Roof successfully replaced (Aug 2020) under budget.		
Community facilities maintained to a reliable and high standard	DEHS	Maintain and improve radio and television rebroadcast facilities taking into account technological changes	Quarterly	65%	Community expectations achieved	Moderate	awaiting install of Vast satellite TV at Morven by Advance Communication
					Key Outputs: Augathella TV reception going well, maintenance of receivers successfully completed; Morven - currently proceeding with proposal to install VAST TV receiver in individual homes, met with Progress association 17/02/21 and general public. overall supportive of plan.		
Public halls, cultural centre & medical practitioners facilities maintained to an appropriate standard	DCS	Maintain and improve structures and facilities to reflect public use	Quarterly	60%	Public use maintained or improved	Moderate	contractors still to be appointed for Morven Kitchen upgrade.
					Key outputs: funding approved for Augathella and Morven Halls in conjunction with Progress Associations. Working to complete scope and quotes		
Cemeteries maintained to a respectful standard	DES	Maintain and improve structures and facilities to reflect community expectations	Quarterly	20%	Community expectations achieved	Low	
					Key Outputs: Collabarium planned for Augathella Cemetery. Sourcing quotes		
Public conveniences maintained to a safe and healthy standard	DEHS	Maintain and improve structures and facilities to reflect community expectations	Quarterly	70%	Community expectations achieved	Low	
					Key Outputs: facilities maintained in good order, cleaned, no significant community complaints ; funding received for the provision of a public facility at the Augathella Camping grounds. Purchase order issued - awaiting delivery.		
Aged care facilities maintained to a safe and otherwise appropriate standard	DCS	Maintain and improve housing and facilities to reflect community expectations and other agency standards	Quarterly	60%	Standards maintained and improved	Low	
					Key Outputs: Kitchen and bathroom upgrades are underway for Aged units in both Augathella and Charleville. Some units are also getting upgraded airconditioning. All Aged units are currently having smoke detector systems replaced and upgraded to bring them into line with new legislation and safety standards.		

Environmental

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery	Risk explanation (moderate or high) - Including future risk
Community health standards maintained	DEHS	Licensed premises, immunisations, pest control and inspections carried out regularly	Half Yearly	75%	Retain services of appropriately qualified health officer to ensure compliance of local laws and regulations	Low	
					Key Outputs: 25 Food premises inspections conducted ; immunisation clinics 10 delivered - childhood vaccinations		
Local laws regarding keeping and control of animals including wild dogs are policed where necessary	DEHS	Permits, registrations, trapping & baiting where appropriate are carried out routinely	Quarterly	75%	Complaints minimised. Compliance increased	Low	
					Key Outputs: 1 Shire wide baiting campaign completed (november), planning next event for May 2021. Dog registrations processed for 20 -21 (50)		
Town reserves and riverine protection and improvements maintained	DEHS	Maintain and improve town reserves and riverine areas to reduce hazards and improve public safety	Quarterly	70%	Hazard and safety impacts minimised. Community expectations achieved	Low	
					Key Outputs: 2 windmills replaced with Solar on Stockroutes (Primary Stock routes), funding sought for two more solar replacements. Continued clean up of river channels in/around town as part of flood mitigation		
Stock routes maintained to an appropriate standard in accordance with legislative requirements	DEHS	Maintain and improve stock routes to ensure availability for stock movements. Ensure compliance with local laws or regulations by users and adjacent landholders	Quarterly	70%	Stock routes and water facilities condition maximised	Low	consideration needs to be given to upgrading all remaining windmills on the primary stockroutes to solar in coming years. Windmills are old, sourcing parts is becoming problematic, maintenance work is high-risk (working at heights), skilled technicians are becoming scarce.
					Key outputs: maintained 12 windmills, including servicing ; Spraying of noxious weeds - mother of millions, coral cactus, tiger pear, hudson pear		

Refuse Management

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery	Risk explanation (moderate or high) - Including future risk
Regular refuse removal and disposal carried out	DEHS	Residential refuse removal and disposal services carried out to an appropriate environmental and health standard	Quarterly	75%	Community expectations achieved. Health risks minimised.	Low	
					Key Outputs: Waste collection service delivered with minimal disruptions. (3 - 4 minor impacts to service due to truck/equipment failures),		

	EDO	Recycling is promoted throughout the community	Quarterly	75%	Recycling programs are supported by Council	Low	
					Key Outputs: Tyre recycling/shredding hosted at tip		
Land fill operations carried out effectively and efficiently	DEHS	Refuse disposed of and treated in a timely manner.	Quarterly	70%	EPA requirements fulfilled. Health impacts minimised	Low	
					Key Outputs: Landfill currently operated by Egan's. Landfill contract currently under review - options for future operation currently in discussion. Possible tender Q2 2021.		

Building & Planning

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery	Risk explanation (moderate or high) - Including future risk
Council has a compliant Planning Scheme	CEO	Retain services of appropriately qualified officer to ensure SPA compliance	Half Yearly	75%	Non compliance issues minimised. Development approvals in accordance with regulatory framework	Low	Planner/Building/plumbing Certifier is looking to semi-retire, but will no longer be in a position to be Councils contractor in this space beyond September 2021. Council must secure services beyond sept 2021.
					Key Outputs: 10 Planning applications		
Building and ancillary construction compliance maintained	CEO	Regular compliance inspections carried out	Quarterly	75%	Building works carried out to appropriate standard	Low	
					Key Outputs: 30 building approvals 20 -21, approximately 3 inspections per approval. Significant development Morven Rail Hub, Library, VIC upgrades. WW2 Secret base expansion, Gym expansion, Hall upgrades. General advice to clients around building and planning matters -55 so far.		Planner/Building/plumbing Certifier is looking to semi-retire, but will no longer be in a position to be Councils contractor in this space beyond September 2021. Council must secure services beyond sept 2021.
Energy efficiency throughout Council buildings	DCS	Council alter Council buildings to reduce electricity costs	Quarterly	100%	Solar power sources are connected to Council buildings	Low	
					Key Outputs: 4 solar power installations completed in 20-21 financial, Cosmos Centre 25kw, Airport 30kw, Workshop 20kw, WW2 25kw, Showgrounds 30kw		potential future sites located at Morven, Augathella and Charleville bore 5

Engineering

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery	Risk explanation (moderate or high)
Engineering staffing levels maintained	DES	Retain appropriately qualified staff to provide efficient engineering services	Quarterly	65%	Civil construction works carried out to meet community and regulatory standards	Low	
					Key outputs: staff levels have been maintained, new positions have been successfully filled as they vacated. Shorthanded in area of diesel fitters - contractor engaged		
Construction plant maintained to an efficient and safe standard	DES	Workshop staff, facilities and equipment resourced to reduce downtime and increase plant availability	Quarterly	95%	Plant availability and hire income maximised	Moderate	program may need acceleration in coming years due to aging fleet
					Key outputs: Plant replacement program is tracking well, given the budget constraints		
Contract civil works on behalf of other agencies and funding programs delivered	DES	Works carried out in a timely and efficient manner to maximise use of resources and comply with contract or program requirements. Angellala approaches incl.	Quarterly	75%	Contracts completed on time. Works program fulfilled	Low	
					Key outputs: all programs are progressing well - on time and on budget. TMR work completed with no LTIs and no accidents or failures.		
Improve and maintain road and street infrastructure	DES	Road maintenance works carried out in a timely and efficient manner to minimise risk to the travelling public. Road improvement works carried out to raise the level of standard over the network	Quarterly	75%	Maintenance standards achieved. Works program fulfilled	Moderate	due to flood recovery works. Tenders awarded to contractors - anticipate completion within allocated timeframes
					key outputs: Tenders awarded. Street maintenance on track, very few complaints		
Renew dilapidated bridge structures	DES	Annual maintenance	Jun-21	75%	Bridge structures are assessed for soundness.	Low	
					key outputs: No timber bridges. Cleaning of bridges and concrete repairs on schedule.		
Rural roads upgrading	DES	Various as per the Asset Management Plan	Jun-21	85%	Upgrades completed	Low	
					key outputs: TIDS and Roads to Recovery programs are on track. Kilarney Road, Adavale Road, Khyber Road upgrades.		
Town Streets upgrading and Reseals	DES	Various as per the Asset Management Plan	Jun-21	75%	Upgrades completed	Low	

					key Outputs: Town and Street maintenance program is on track as per asset management plan. Team doing some commercial work in Quilpie and Cunnamulla		
Upgrade culverts	DES	Various as per the Asset Management Plan	Jun-21	75%	Works completed	Low	
					key outputs: as per asset management plan (repair as needed). RMPC project this year.		
Kerb & Channel	DES	Various as per the Asset Management Plan	Jun-21	75%	Works completed	Moderate	difficulty getting contractors to do curb and channel, currently boxing out short sections. Pin-down curb in Augathella. No inhouse technical capacity at this stage.
					key outputs: focus on design for future works program this year, as per asset management plan.		
New footpaths	DES	Various as per the Asset Management Plan	Jun-21	85%	Works completed	Low	
					key outputs: all but one block completed in annual works. Works completed in all three towns this year.		
Levee Bank	DES	Annual maintenance	Jun-21	40%	Levee structure is checked for soundness.	Moderate	Slight timeline risk, especially if impacted by weather.
					key outputs: Planning and design of works near completion. Commence earthworks Q4. 8 weeks to complete		

Water

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery:	Risk explanation (moderate or high):
Provide adequate and safe urban drinking water supply	DEHS	Ensure regular monitoring of water supply to ensure water quality is assured	Monthly	75%	Water quality maintained and DEWS requirements met	Low	
					Key Outputs: testing and treatment levels maintained across major towns.		

Storage and supply of urban water maintained	DES	Reservoirs, mains and services regularly inspected, monitored, repaired or replaced where appropriate	Quarterly	75%	Uninterrupted supply maintained	Moderate	low water pressure in areas of Chareville when retic installed at Showgrounds. Problem now resolved. New bore to be drilled and completed for domestic supply at Cooladdi
					key outputs: upgrading water main in Morven, Charleville and Augathella this financial year.		
Upgrade mains, flow meters and switchboards Morven, Aug, C'ville	DES	Upgrade in accordance with asset management plan	Jun-21	75%	Completed & commissioned	Low	
					key outputs: as above		

Sewerage

Strategies	Resp Officer	Actions	Comp Date	% Completed	KPI	Risk of non-delivery or late delivery:	Risk explanation (moderate or high):
Sewerage treatment plant and ponds operating to standard	DEHS	Ensure regular monitoring of effluent to ensure quality is maintained and plant operating efficiently	Monthly	75%	EPA licence requirements met	Moderate	water quality issues at Cooladdi to be addressed by the drilling and completion of a new bore for domestic supply.
					key outputs: testing and compliance standards adhered to, competent staff retained to undertake		
Sewer reticulation operating at maximum efficiency	DES	Pump stations, mains and services regularly inspected, monitored, repaired or replaced where appropriate.	Quarterly	75%	Uninterrupted service maintained and public health not compromised	Moderate	Sewer mains replacement program timeline has a low margin for error - may engage contractors to assist.
					Key Outputs: as per program		
Upgrade pump stations and mains	DES	Upgrade in accordance with asset management plan	Jun-21	75%	Completed & commissioned	Low	
					Key Outputs: swtichboards and pumps are being upgraded in Augathella.		



Human Resources Report

From: Kerry-Ann Reading – Human Resources Manager
Ordinary Meeting – March 2021

RECRUITMENT

VACANCIES	APPOINTMENTS	RESIGNATIONS/CHANGE OF POSITION
Internal		
1.		
External		
1. Diesel Fitter		
2. Corporate Marketing, Media & Events Officer	Rebecca Horsburgh	
3. Foreman- Workshop	Ryan Carr	James Faulkner
4. Tourism & VIC Officer	Emily Egan	
5. Human Resources Officer		Kerry-Ann Reading

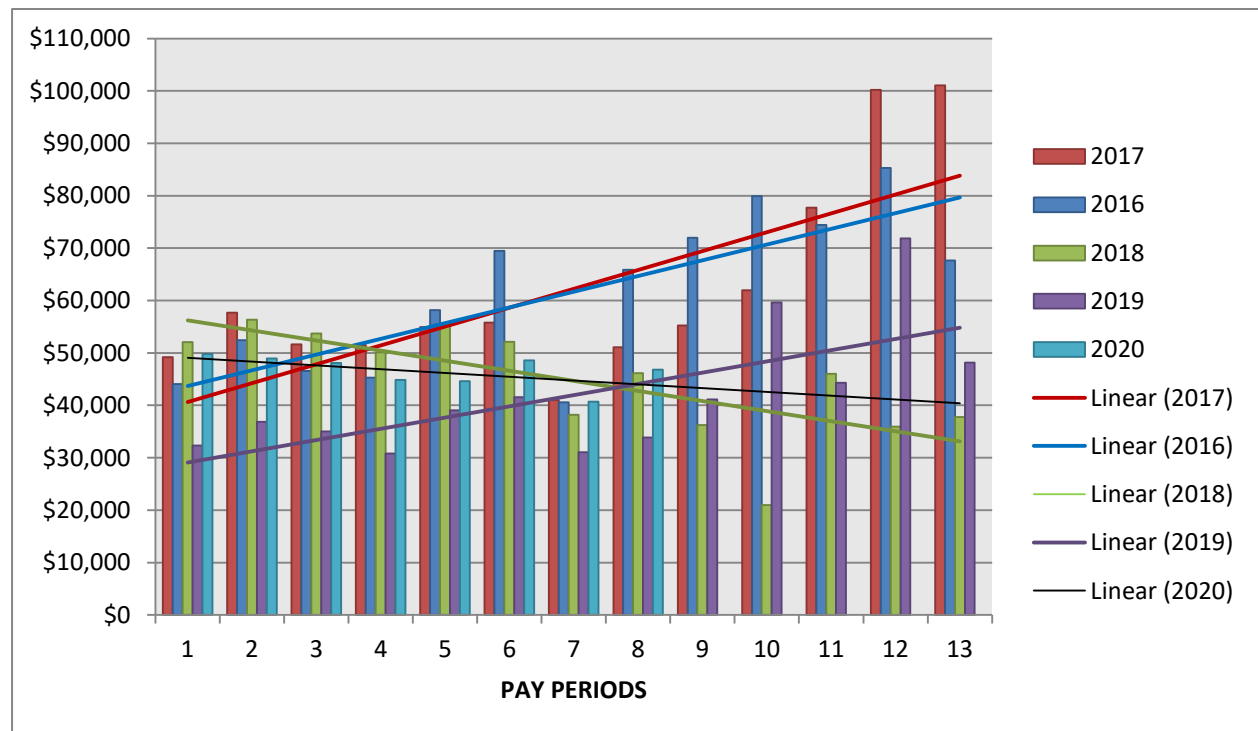
TRAINEES/APPRENTICES

1. Plumbing Apprentice – Oliver Aitken (2nd year)
2. Diesel Fitter Apprentice – Jaidyn Erickson (3rd year) & Luke Worthington (1st year)
3. Land Conservation Trainee – Jodie Stiller
4. WPH&S Trainee – Mia Keyes
5. Tourism Trainee – Abigail Farrawell
6. Business Admin Trainee – Tamzin Shorten

		2020 - 2021		2019 - 2020		2018 - 2019	
Pay Periods	Dates	Hours	Amount	Hours	Amount	Hours	Amount
1 - 2	20/06/2020 – 17/07/2020	1139	\$49,816	769	\$32,352	1254	\$52,076
3 - 4	18/07/2020 – 14/08/2020	1150	\$48,946	850	\$36,864	1345	\$56,328
5 - 6	15/08/2020 – 11/09/2020	1105	\$48,079	789	\$35,032	1326	\$53,731
7 - 8	12/09/2020 – 9/10/2020	1015	\$44,866	724	\$30,806	1248	\$50,091
9 - 10	10/10/2020 – 6/11/2020	1000	\$44,599	947	\$39,055	1415	\$55,305
11 - 12	7/11/2020 – 4/12/2020	1109	\$48,589	985	\$41,575	1339	\$52,149
13 - 14	5/12/2020 – 1/01/2021	927	\$40,676	728	\$31,018	1010	\$38,190
15 - 16	2/01/2021 – 29/01/2021	1040	\$46,823	760	\$33,865	1117	\$46,163
17 - 18	30/01/2021 – 26/02/2021	1167	\$52,117	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
Traffic Control	9
TMI	1
Chainsaw Level 1	9
First Aid & CPR	17

POLICIES REVIEW/APPROVAL

1.

OTHER

- Staff Breakfast – 18 March – Councillors to cook☺



Murweh Shire Council

MARCH 2021

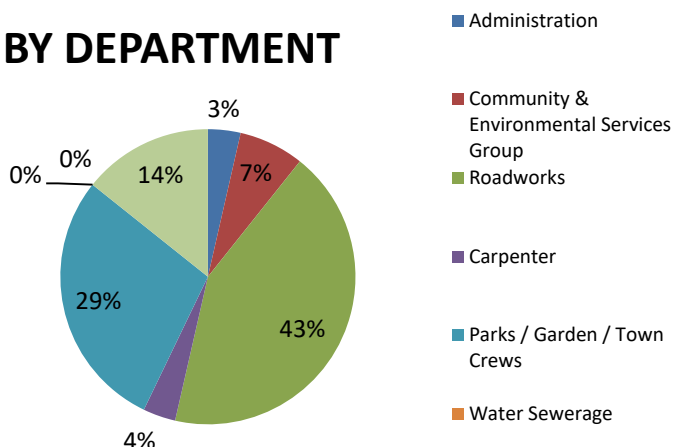
WORKPLACE HEALTH & SAFETY REPORT

Written by: John Wallace (WHS)

INCIDENT REPORTS RECORDED SINCE LAST REPORT

Report No	Date	Incident type	Department
IR-301	17/12/20	Broken House Window	Town Crews
IR-302	3/2/21	Broken Tooth	Town Crews
IR-303	8/2/21	Rolled Ankle	Environmental
IR-304	24/2/21	Broken Windows	Parks & Gardens
IR-305	24/2/21	Broken car window	Parks & Gardens
IR-306	26/2/21	Knee Injury	Town Crews

BY DEPARTMENT



Drug & Alcohol Testing 2021

All available employees tested on 22/02/2021
No Positives



Inductions 20-21

Contractor Inductions - (25)
Council Induction - 10 (15)

Take 5's

July 2020	79%
August 2020	67%
September 2020	70%
October 2020	77%
November 2020	82%
December 2020	46%
January 2021	53%
February 2021	



GENERAL

Carpark at the WW11 Building

The carpark at the WW11 Building has now been sealed this has been undertaken by council staff to start the tourist. The staff have done a great job and looks great.

Queensland updates regulations for low density asbestos board

From 1 May 2021, low density asbestos fibre board (LDB) will be classed as a friable asbestos containing material and must only be removed by a class A licensed asbestos removalist. LDB is a lightly compressed board which looks similar to asbestos cement (AC) sheeting or plasterboard. It is different because it can be easily bent by hand or dented by soft pressure, and is sometimes referred to as asbestos insulating board.

Safety Breaks

Incident Reporting	73%
Test n Tag	70%
Contractor Control	65%
Consultation	67%
PPE Management	60%
WHS Obligations Managers	75%
WHS Obligations Employees	53%
First Aid Management	53%
Working in the Sun	54%
Causes of Accidents	37%



Hazard Inspections completed

WW11 Building – no major issues

Morven Camp

Electrical report on Morven Camp

Augathella Camp

Old Air-cons to be removed and holes repaired.

Next WHS Meeting
19 April 2021

Think Safe

Work Safe

Home Safe



Murweh Shire Council Cosmos Report

From: Allyn Hartley
Cosmos Centre



CHARLEVILLE
**COSMOS CENTRE
& OBSERVATORY**
OUTBACK QUEENSLAND

Report for

Month of February 2021

Monthly Statistics

Cosmos Tourism Breakdown:

February had 5 cloud affected nights, resulting in shows being cancelled at a cost of \$1298.5. The Observatory shows run had an average of eleven people per show.

Twilight. We did not run any twilight shows due to late sunsets this time of the year. We will not be able to start twilight viewing until the end of April 21 due to light pollution at this time slot.

Recruitment. We have been heavily recruiting and interviewing for positions within the Cosmos Centre this Month. We have conducted interviews and issued contracts. We have not received the numbers of applicants required this year. We will conduct extensive training in March to be at a suitable level for the start of the Peak Season. We will continue the search for staff, however, I will have to look at what we can operate with the numbers we have this season. At this point, we don't have the staff to run all shows available. I will concentrate on the Big Sky Observatory as this is the most popular and financial. We have and are getting more group bookings. We will need to monitor all request applications with staffing in mind. Most group bookings require more staffing to run at a discounted rate and puts restrictions on our normal operational numbers. Until we get the staffing correct our priority should be aimed at guests booking the Big Sky Observatory.

We are recruiting at the moment for the new Co-Ordinators position, replacing Mike. The close date for this is the 15th of this Month. We will need this person to start ASAP to get settled in prior to Easter peak season. Have had a few people call to inquire on this position at this point.

Total receipts for Feb 21 was \$4166.35, (see graph below). As a guide as to what this means in relationship to now, Covid19, and how we are traveling with comparisons; I have listed below February total receipts for the last three years below:

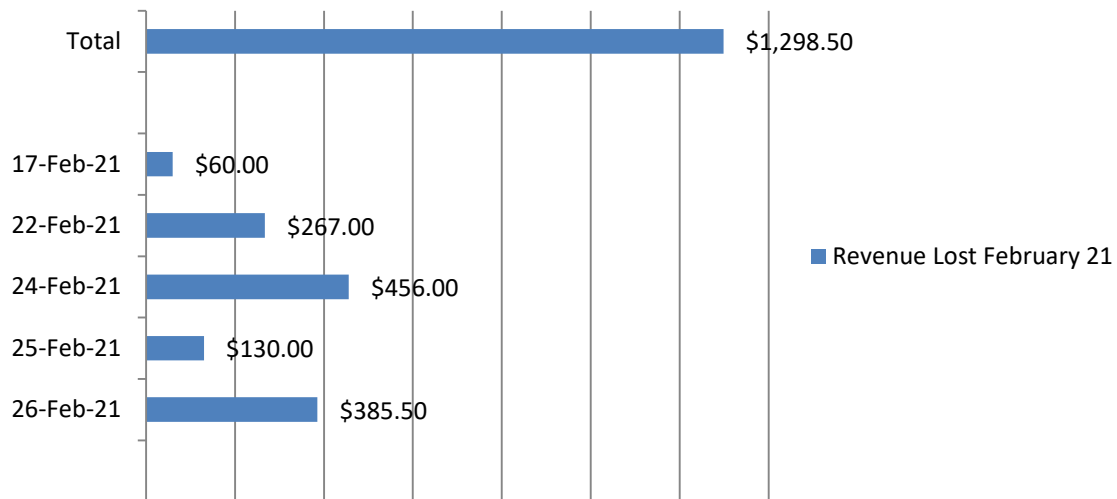
1. February 2018 total receipts - \$2298.64;
2. February 2019 total receipts - \$1318.00; and
3. February 2020 total receipts - \$2043.50.

While February is normally low in numbers and slow, we are seeing more movement and trade than previous Februarys.

Allyn Hartley
Tourism Precinct Manager

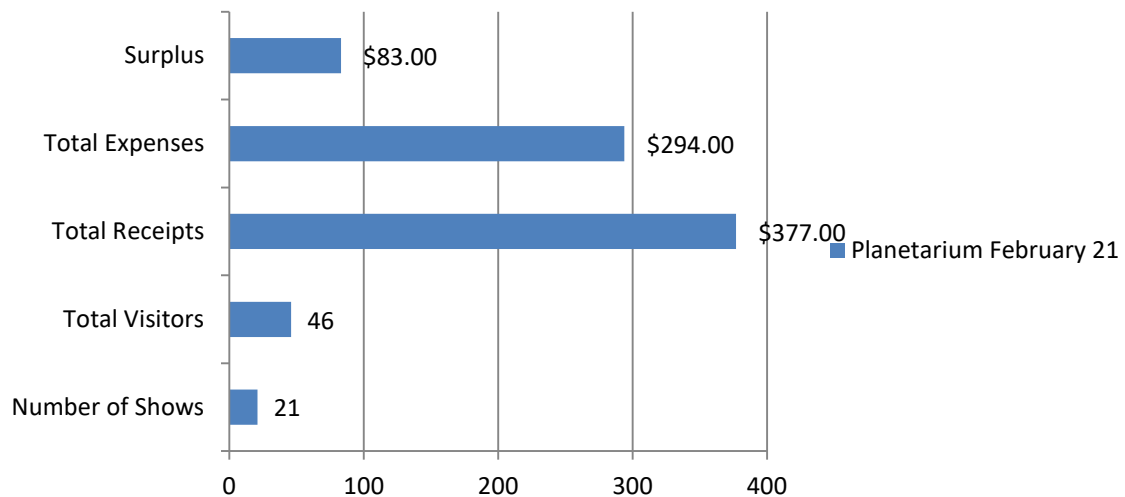


Revenue Lost - February 21

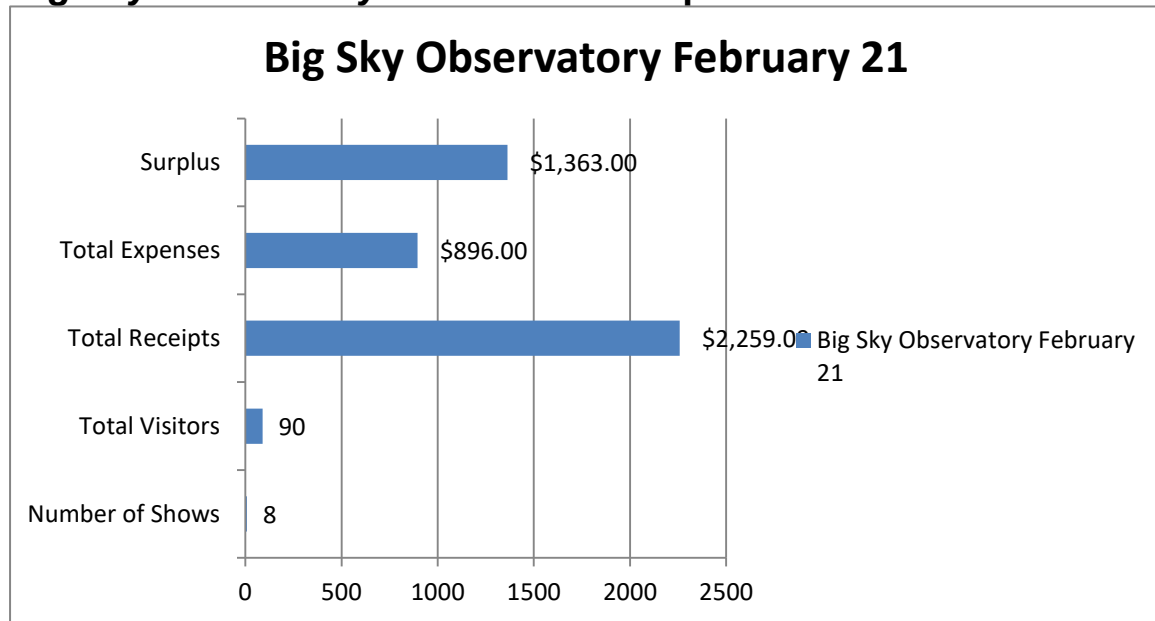


Planetarium – Income and Expenditure

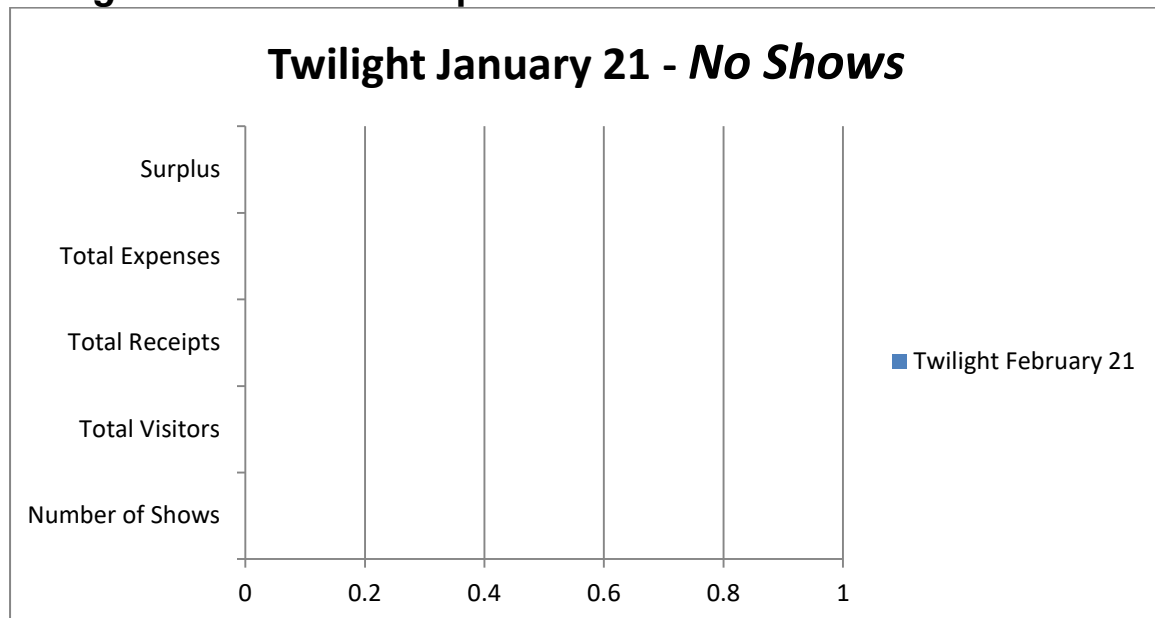
Planetarium February 21



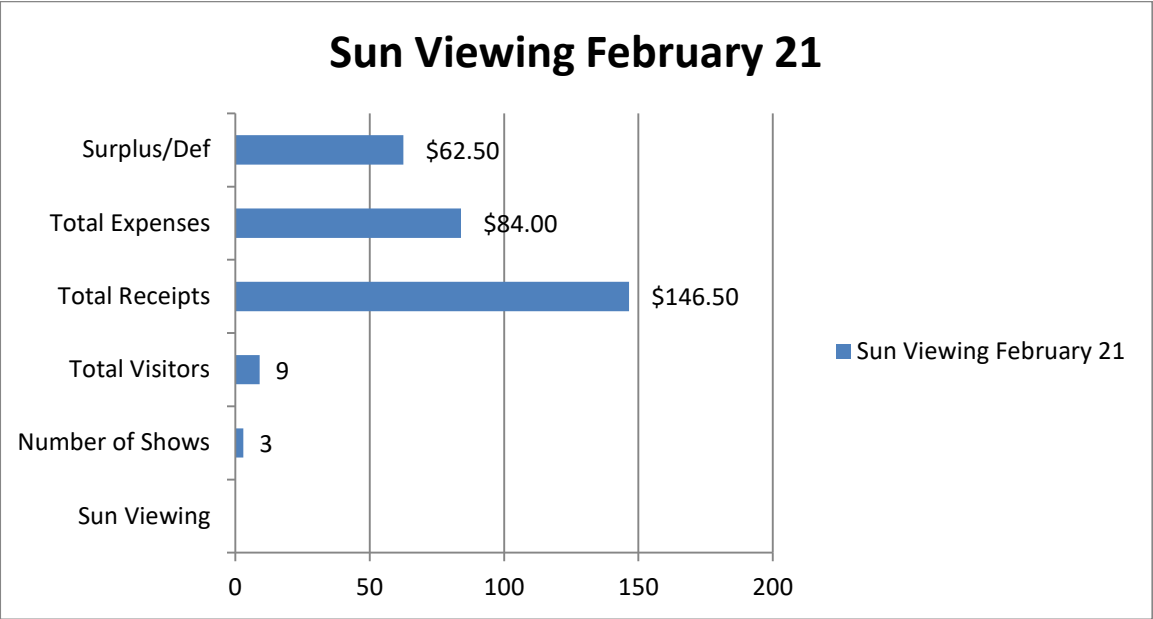
Big Sky Observatory – Income and Expenditure



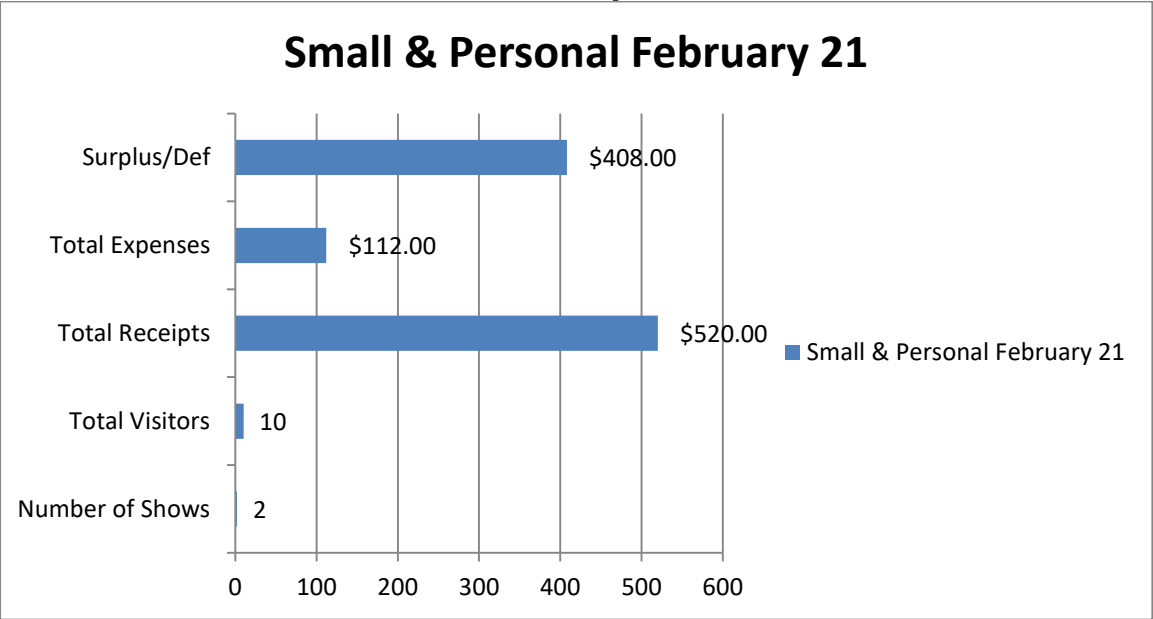
Twilight – Income and Expenditure



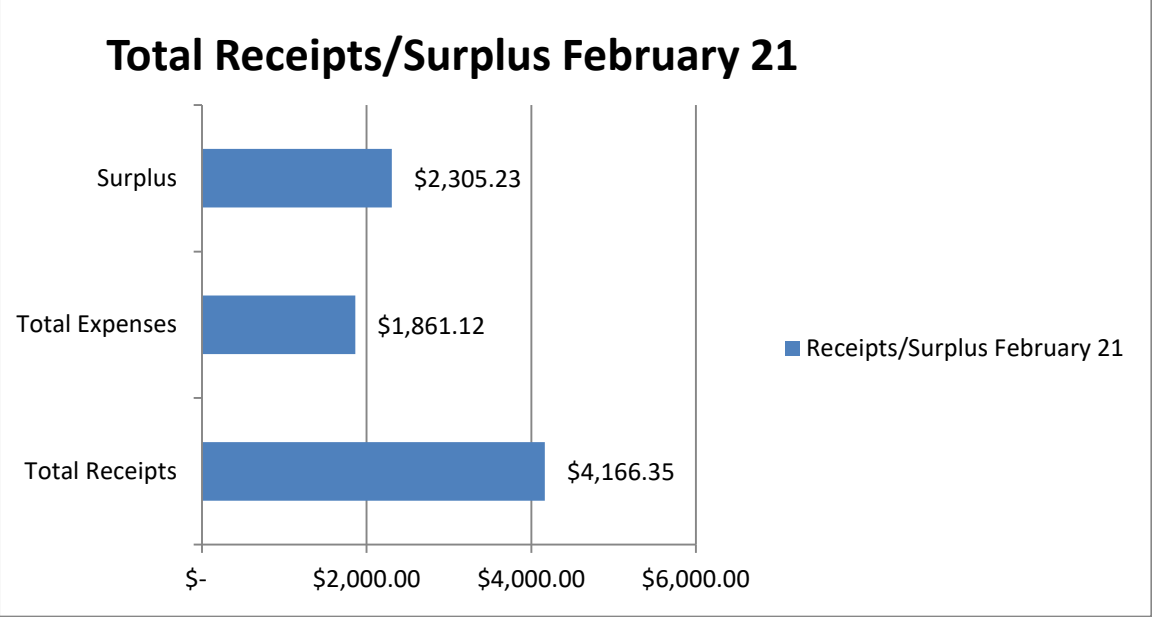
Sun Viewing – Income and Expenditure



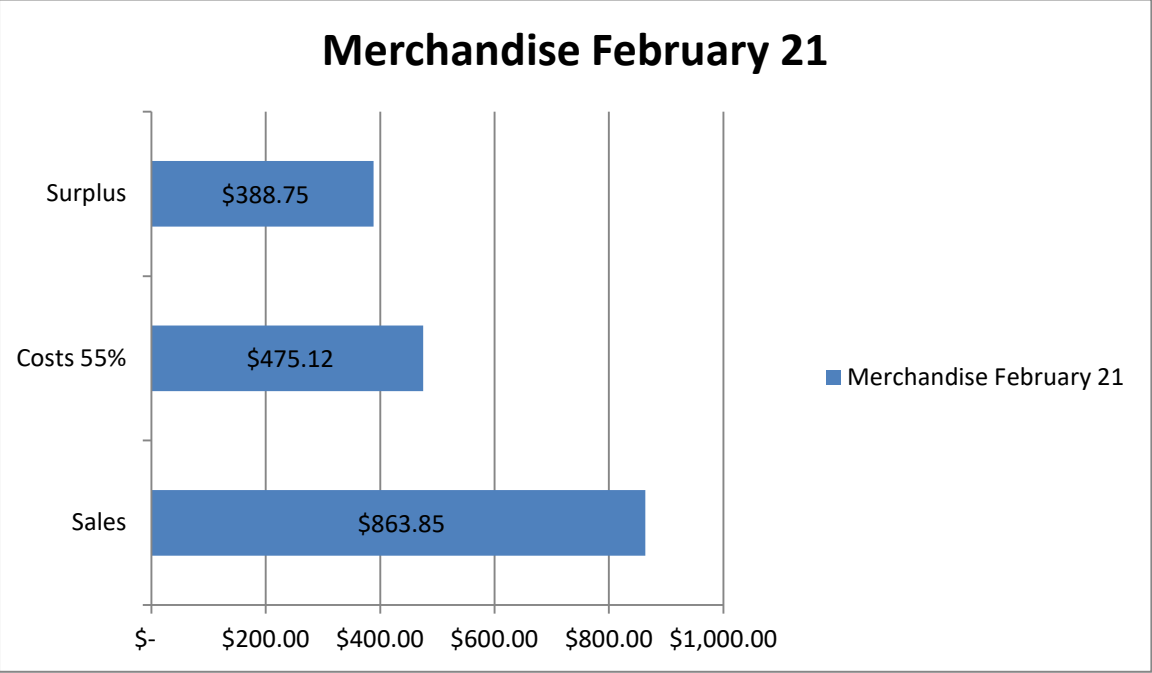
Small & Personal – Income and Expenditure



Total Receipts v Expenses



Merchandise Sales V Surplus





Visitor Numbers for February 2021

Slightly above our numbers for the year before:

February 2021: 266

February 2020: 210

Stock Sales

February 2021: \$123.86

February 2020: \$80.60

Our new stock commenced arriving in mid-late February and we have increased our items currently by 86 items.

New display shelving has been made and we expect to see sales now steadily increase.

Charleville Visitor Information Centre Business

Foyer

The builders have installed a barrier above the doors, so we don't have to bring stock in and out each day.

Concertina doors here would assist with the problems of dust, insects and cold in the coming months. Stock will still need to be covered as now to avoid loss to dust etc.

Driver Reviver has been revamped and we have worked on a grant for a coffee cart, tables and chairs, a new urn and four new road signs for the entrances to town. We should be notified if successful by late April.

Internal VIC

Internet and phone remain a major problem. On Monday 8 March we missed 48 calls and when the line is down people can't leave a message. With average bookings currently by phone at around \$180.00 per call this is hampering our ability to meet the visitor's requirements.

Staffing remains a critical problem.

Grounds

The barrier around the proposed new garden is of need of discussion with QR. Not only does it look ghastly, people can't see the information sign and it is overgrown with weeds. We would like to ask for assistance to approach QR for this to be removed for the season so we can bring our Driver Reviver trailer down and visitors can easily find us.

Other

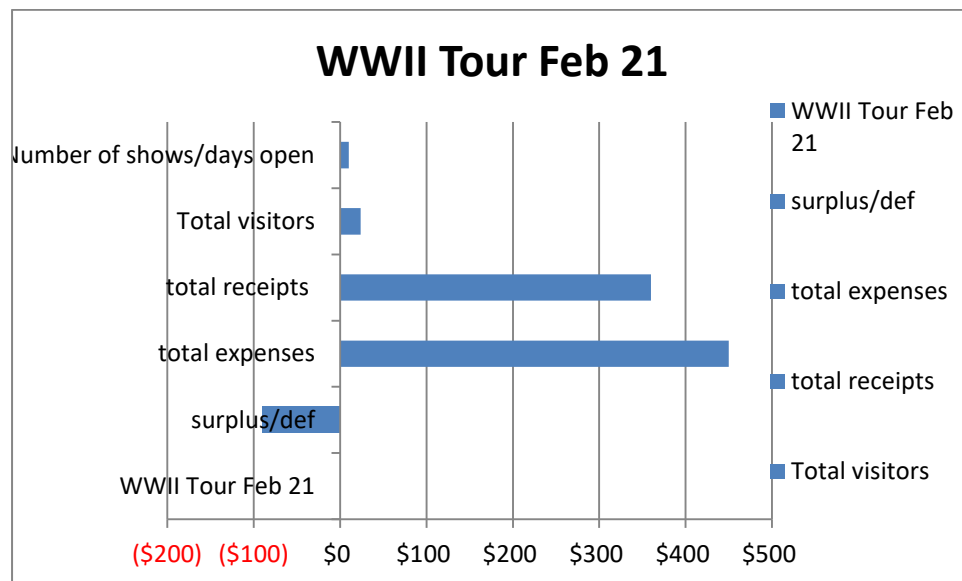
- I attended the Outback Muster in Brisbane
This was due to our membership with Outback Queensland Tourism Association (OQTA)
At the event I met with 80 trade and 10 media. We already have many trade contacting Melitta and two journalists who will be visiting in the next couple of months.
- Attended the SWRoc Tourism meeting in Eromanga – this was a very worthwhile event where we all learnt about each other's attractions, talked about issues, shared professional development and was also attended by two representatives from OQTA.
- Meetings with Augathella Progress Association and working on their town tour, nature drive and 31 year flood reunion. In the process of getting an information stand repaired for the library to display brochures on things to see and do.
- Met with the residents of Cooladi re items we can do there to increase visitor stay.
Now Australia's smallest town we want to do a sign at the Fox Trap of the 7 best things to do in town along with signs at the points of interest.
- Met with Morven Progress Association and have researched all the items they required for national park tours.
- Staff have been attending famils with local operators including: Coronas Hotel, Cosmos, WWII and Check Out Charleville – we have also done a town tour including the botanic reserve. WE hope to do more of these in March.
- Bilbies: we have three bilbies in the nocturnal house adjusting their day into night. The centre is currently being cleaned and if all goes well, we will open the bilbies on the 23 March. We already have over 500 ready to book into this so we expect once the green light is given and we can get all these people booked in we will see ticket sales soar.

Kind Regards,
Danielle Lancaster
VIC Coordinator



REPORT: Top Secret WWII Tour & Base – Feb 2021 – Sam Cunningham

WWII Secret Tour



WWII Tour Feb 21

surplus/def	-\$90
total expenses	\$450
total receipts	\$360
Total visitors	24
Number of shows/days open	10

February 2021 saw an increase in guests on the WWII Tour by over 300%. In 2020 we had 7 guests over a monthly period, compared to this month where we have had 24. Training is well underway with new casual and part time staff that will be on course for conducting their own tours and working autonomously come April. I have also increased the capacity of our tours to 20, from 14. This hopefully should compensate for a price increase, which can not happen until 2022 due to previously agreed contracted rates. The increase in capacity by 6 guests should allow us to run less tours, with more guests, cutting wage expenses.

WWII Secret Base

WWII Secret Base Feb 21

Total visitors	145
Number of shows/days open	20

WWII Secret base has seen 145 guests come through the door since the beginning of Feb. There was a pattern merging towards the end of the month daily admissions were increasing as guests head off on tourist season slightly earlier than usual.

Late Feb I logged a major safety concern to Jamie during our WH&S committee meetings. This was regarding the state of the public car park at the WWII Base. Long story short, that issue has now been successfully and swiftly rectified which I am most pleased with.

I am to have a meeting shortly with George V concerning the RSL artefacts and will soon be preparing the areas of the Base allocated to those historical relics and look forward to working more closely and building relations with the RSL as the year progresses. To begin with; I have had a few discussions with Poly and George (RSL) about hosting a small open day in the latter half of Anzac day. This would primarily be a mark of respect, nevertheless a great opportunity to showcase our brand new facility to the greater community.

By Sam Cunningham



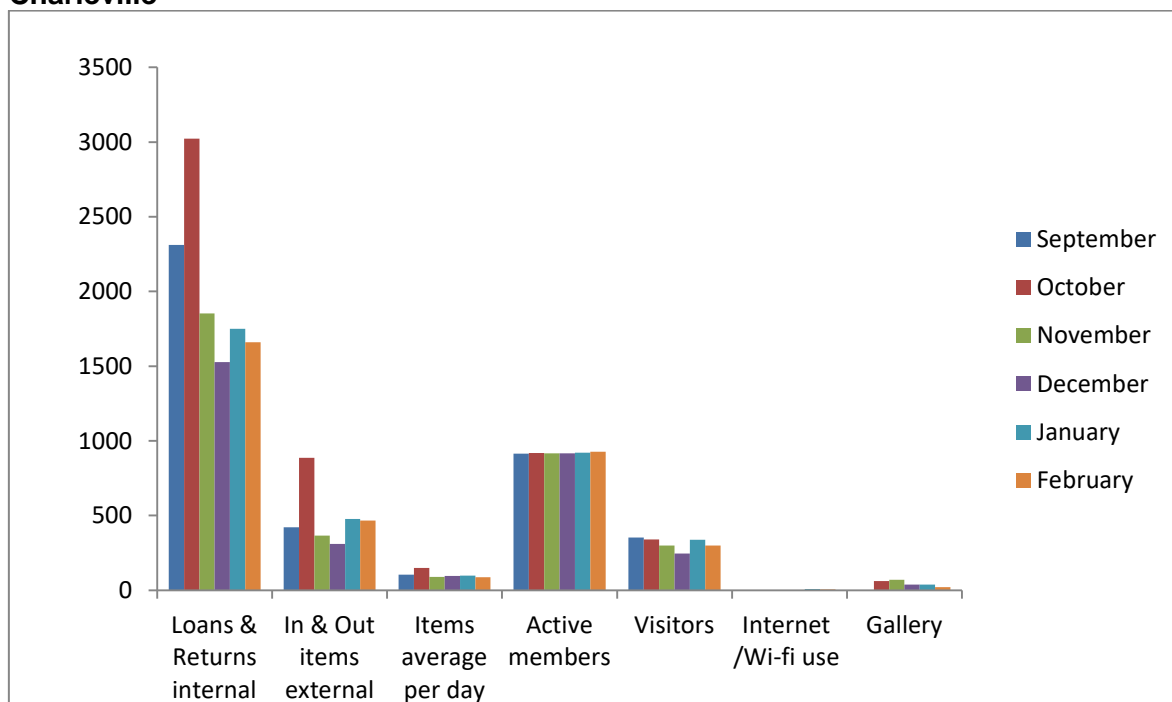


Murweh Shire Council Library Reports

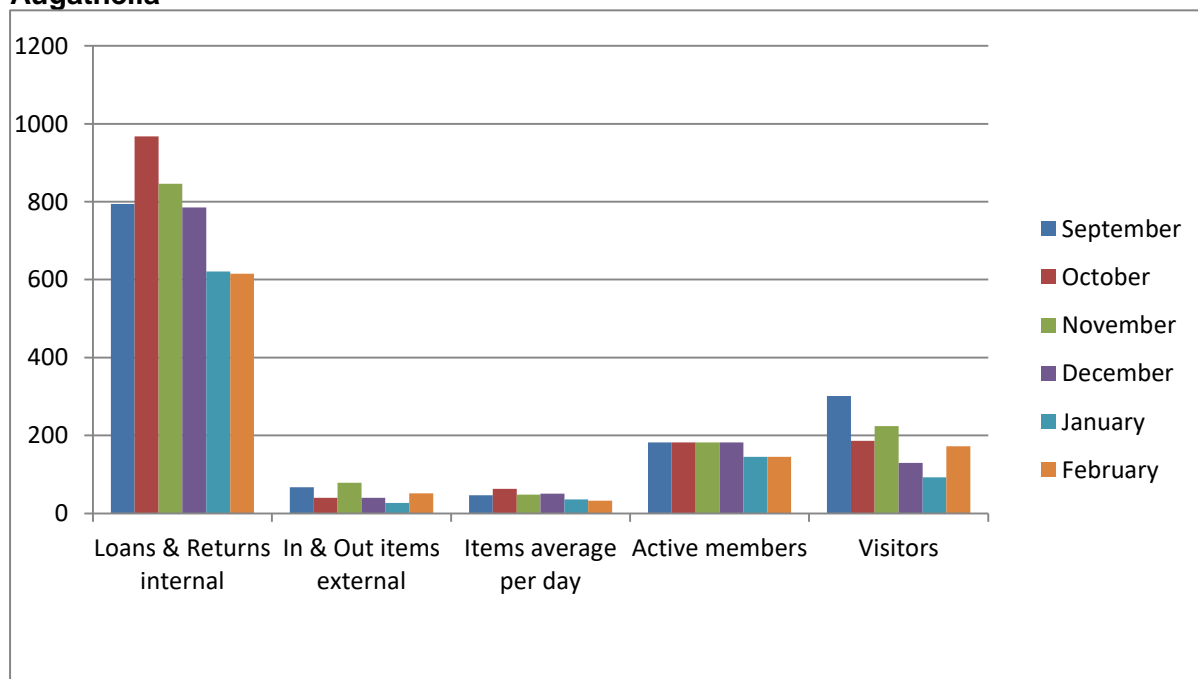
From: **Martina Manawaduge – Librarian**
Danielle Whatmore - Librarian

Report for February 2021 – Charleville / Augathella & Morven

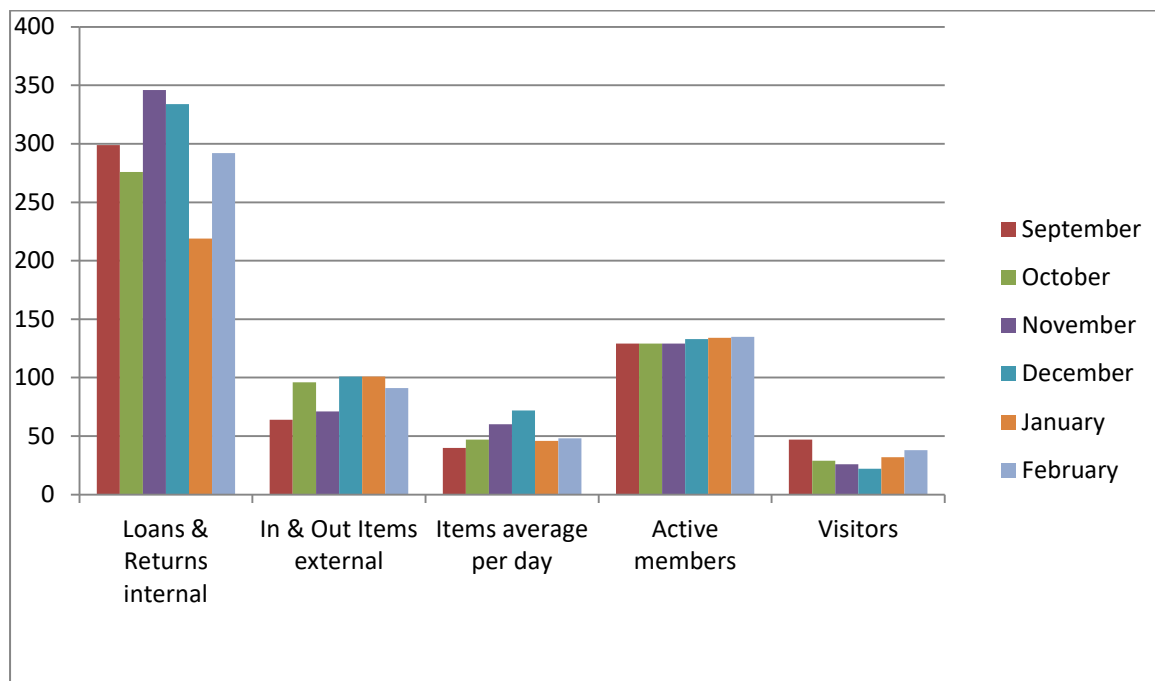
Charleville



Augathella



Morven Library



Operational Information

Charleville Library – Martina Manawaduge and Danielle Whatmore

Our Library had a makeover with colourful window wraps, the after-hours chute and new signage. We received a lot of positive comments about the street appeal and how this changed the whole look of the Library and the street. The after-hours chute is very much appreciated by our patrons. We still need the outside building cleaned up and doors varnished.

First5Forever

We are in the process of finding staff for the First 5 Forever groups held a Town Hall.

Mulga Lands Gallery – Statistics

21 visitors at the Gallery

Augathella Library – Laraine Steedman

No comments

Morven Library – Marie Williams & Maree Green

Morven Library welcomed another new member this month and the library continues to be a popular venue for regular visits from families with young children, in the Morven local community. We look forward to the arrival in March, of our first exchange for 2021.



Engineering Services Report

From: Paul O'Connor – Director of Engineering Services
Ordinary Meeting – 18 March 2021

Local Roads

TIDS

- Killarney Rd 46.63 – 54.7 – 100%
- Killarney Rd 71.8 – 80.2 – 90%

Projects Update

Water Main Replacement Program 20-21

- Morven – Albert & Eureka St – 70%

Sewerage Replacement Program 20-21

- Augathella - Jane St – Switchboard - ordered

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 & seating 100%
- To do:
- Charleville – Burke St – footpath - April
- Charleville King St kerb – 90%

Other

- WW2 carpark sealing
- Charleville Botanical Reserve – track clearing etc for opening 22 April opening
- Augathella toilets – contract awarded
- Reticulation – Charleville showgrounds & Brassington Park Augathella
- Charleville racecourse – soil samples sent for testing
- Levee Bank – design received, tender for construction to be advertised
- Qantas Drive – waiting design
- Painted vortex posts

On the books

- 2 TMR projects – March – June 2021
- Augathella airport extension
- Re-sheet & grid Roma St Morven – awarded to Comac

Local Shire Roads

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

Road Name	Maintenance Grading (km)	Clearing	Pothole Patching (no)
Dundee Road	14.2 + QRA		
Gundare Road		1 tree removed	
Orange Tree Crossing		1 tree removed	
Gunnawarra Road	10.2 + QRA		
No 7 Block	4 + QRA		
Caledonia Road	2.3 + QRA		
Killarney Road			18
Armadilla Road	5.25 + QRA		
Redward Road	9.29 + QRA		
Adavale Road		Tree removal at Middle Creek	

RMPC

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

Road No	Road Name	Gravel Cartage (m ³)	Roadside Tree Clearing (\$)	Shoulder Grading (km)	Tractor Slashing (h)	Hand Mowing Guide Posts (m ²)	Herbicide Spraying (l)
13A	Morven - Augathella				89	3026	3300
13B	Augathella - Tambo						
18F	Mitchell - Morven						
18G	Morven - Charleville						
23B	Cunnamulla - Charleville						
23C	Charleville - Augathella						
93A	Charleville - Quilpie	3078	13,500	9.11			
	TOTAL	3078	13,500	9.11	89	3026	3300

Water & Sewerage

January Report

WATER							
Town	Service Line Breaks	Repair Water Mains	Meters Replaced/ Checked	Pump Station Faults	Water Bore Maintenance	New Connect	Fire Hydrant
Charleville	4	2	2	5	2		
Other Comments: Multiple issues with Bore 5 (electrical) causing issues with water pressure							
Morven	1						
Other Comments:							
Augathella	1	1		1	1		
Other Comments:							

SEWERAGE						
Town	Main Line Chokes	Service Line Chokes	Pump Station Faults	Pressure System Faults	New Connection	Other
Charleville	4	2		1	1	
Morven						
Augathella						
Other Comments: Pump out septic at Morven public toilets twice Replace septic lids to Cavanagh Street aged care units Morven caravan dump point blockage						

February Report

WATER							
Town	Service Line Breaks	Repair Water Mains	Meters Replaced/ Checked	Pump Station Faults	Water Bore Maintenance	New Connect	Fire Hydrant
Charleville	3	4	5	4	3		
Other Comments:							
Morven		2					
Other Comments: Replace section of water main Eurella Street Morven – approx. 200m							
Augathella	3	2	1	2			
Other Comments:							

SEWERAGE						
Town	Main Line Chokes	Service Line Chokes	Pump Station Faults	Toilets Faults	New Connection	Other
Charleville	3	2		2		
Morven						
Augathella				1		

a						
Other Comments: Replace pump station 4 pump						
<u>Electrical</u>						
Activity	Charleville	Augathella	Morven			
Bore #5 Pumping Station <ul style="list-style-type: none"> - Fault finding of telemetry - Bypass legacy equipment due to high water use - Repair leak at non-return valve in drywell causing control issues 	✓					
Bore #2 at Augathella telemetry and pumping faults <ul style="list-style-type: none"> - Level indication and control fault finding on automated system 		✓				
Routine maintenance of U.V. steriliser at Augathella		✓				
Re-wire for stores kitchen upgrade	✓					
Camera replacements and fault finding of internet and firewall equipment	✓					
Installations and commissioning of upgraded switchboard and backup generator for Cosmos Complex	✓					
Site visits of aged care and Council rental buildings for upgrading of air-conditioning and misc. electrical requirements including interconnected smoke detectors	✓	✓				
Re-build Pump #2 at Bore #6	✓					
Replace Pump #2 at SPS #4	✓					
Designs and quotes for platform access to pumps and equipment at Bore #4	✓					
Safety check and inspection of showgrounds prior to 'Vowels Cup'	✓					
A/C fault finding at library	✓					

Building

Activity	Charleville	Augathella	Morven			
Clock at Augathella		✓				
Locks for Augathella Hall		✓				
Augathella library		✓				
Birdproof Morven Hall			✓			
New bin at park	✓					

Depo kitchen	✓		
Paint park slab	✓		
Fix shade at swimming pool	✓		
Augathella skate park		✓	
Book return chute at library	✓		
Tag and test tools	✓		
Locks at Riverview units	✓		
Locks at swimming pool	✓		
WWII Building – box slab and pour ramp	✓		
Paint vortex guns	✓		
Re screw roof at Brassington Park		✓	
Fix fence at 53 Edward Street	✓		
Concrete footpath on King Street	✓		
Reservation shelf at library	✓		
Furniture and wall for Visitor Information Centre	✓		

Town Maintenance

Activity	Charleville	Augathella	Morven
Grave Digging	1	0	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			

Assets Department

- Flood Damage Works
 - Progress report and Project Management for March 2019 event.
 - Preparation of works program for delivery of approved works.
 - Updated works program for 2019 Flood restoration works.
 - Submitted monthly Progress report.
 - Feb 2020 Event:
 - Meetings with QRA's RLO and meeting with PM for planning and updates.
 - Monthly reports for project management expenditure claims.
- TMR contract tender – submitted rates and works program.
 - Submitted updated works program and new schedule rates
 - Submitted final claim for Landsborough Highway project.
- Drafted and sent RFQ's for Roma street gravel re-sheeting works.
- Updated asset register for Transport assets - Roads, Footpaths, Kerb and Channel.

Industrial Estate

Roads & Stormwater

The concrete inlet to the retention basin has been constructed, along with the rockfill erosion protection mattresses. Riprap has also been laid at the approach to the concrete inlet to protect against erosion.

Some issues have been found with the seal. The contractor has been advised and will investigate.

Data Comms Conduits

The NBN data conduits are in the process of installation and at the current rate of progress, the work should be substantially complete by mid-March, as expected.



Detention basin – Industrial Estate

Development Approvals

BA Number	Lot_Plan	Applicant Name	Service Address	Type of Works	Approval Date
7542	L2 RP61846	LISTON Casey	30 Parry Street, Charleville QLD 4470	Re-roof house and construct awning	26/02/2021
7545	L1-2 SP242362	BARKER Elspeth	122-124 Parry Street, Charleville QLD 4470	Demolition / removal of dwelling	26/02/2021

MURWEH SHIRE COUNCIL ENGINEERING SERVICES COSTING SUMMARY

ROAD MAINTENANCE AND FLOOD DAMAGE

Council Meeting: 18 March 2021

Road No	Road Name	Routine Maintenance Expenditure	Flood Damage Estimate	Flood Damage Expenditure
4001	Adavale Road	\$ 33,845.74		
4002	Alice Downs Road	\$ 178.37		
4003	Allambie Road			
4004	Allendale - Warrah Road	\$ 6,146.89		
4005	Armadilla Road	\$ 931.89		
4006	Bakers Bend Road			
4007	Balmacarra Road	\$ 10,279.83		
4008	Bannermans Road			
4009	Barngo Road	\$ 60,870.11		
4010	Biddenham Road	\$ 27,699.72		
4011	Bilbie Park Road	\$ 2,622.40		
4012	Biloola Road			
4013	Blackburn Road			
4014	Loddon Road Black Tank			
4015	Black Ward Road	\$ 9,056.65		
4016	Boggarella Road	\$ 101.46		
4017	Belrose Road	\$ 2,945.65		
4018	Burrandulla Road	\$ 27,119.60		
4019	Albury Road			
4020	Caldervale - Khyber Road	\$ 5,160.33		
4021	Auburnvale Road			
4022	Calowrie Road			
4023	Cargara Road	\$ 4,771.18		
4024	Caroline Xing Road	\$ 15,016.78		
4025	Clara Creek Road	\$ 9,284.38		
4026	Cooladdi Access Road			
4027	Cooladdi-Langlo Crossing	\$ 1,749.64		
4028	Cooladdi-Yarronvale Road	\$ 203.10		
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	\$ 504.58		
4036	Dundee Road	\$ 3,408.72		
4037	Durella Road			
4038	Fortland Road			
4039	Glenallen Road			
4040	Glenbrook Road			
4041	Greenstead Road	\$ 101.48		
4042	Guestling Road	\$ 587.71		
4043	Gundare Road	\$ 283.43		
4044	Gunnawarra Road	\$ 8,955.22		
4045	Hillgrove Road	\$ 751.82		
4046	Hoganthulla Road	\$ 429.23		
4047	Hythe Road			
4048	Joylands Road			
4049	Khyber Road	\$ 38,902.94		
4050	Killarney Road	\$ 8,803.92		
4051	Laguna Road	\$ 12,589.80		

4052	Langlo River Road	\$ 1,214.94		
4053	Maruga Road	\$ 2,179.42		
4054	Maryvale Road	\$ 3,209.21		
4055	Merrigang Road			
4056	Merrigol Road			
4057	Middle Creek Road	\$ 45,307.73		
4058	Mona Road	\$ 1,014.99		
4059	Mt Maria Road	\$ 2,107.80		
4060	Meigunya Access road	\$ 101.48		
4061	Mt Tabor Road	\$ 19,347.03		
4062	Murweh Road	\$ 4,537.12		
4063	Narrga (Raincourt) Road	\$ 9,439.85		
4064	Nebine Road	\$ 14,070.41		
4065	Nebine Bollon Shortcut			
4066	Nebine Comm. Ctr Road			
4067	New Farm Road			
4068	Newholme Road	\$ 5,029.63		
4069	Newstead Road	\$ 5,716.50		
4070	Nimboy Road	\$ 202.99		
4071	Nooraloo Road	\$ 24,090.27		
4072	Norah Park Road	\$ 843.09		
4073	No 7 Block Road	\$ 1,120.35		
4074	Old Charleville Road	\$ 705.07		
4075	Old Quilpie Road	\$ 361.38		
4076	Old Tambo Road	\$ 24,538.14		
4077	Orange Tree Xing Road	\$ 1,312.81		
4078	Ouida Road			
4079	Ouida Downs Road	\$ 1.03		
4080	Oxford Downs Road	\$ 4,046.60		
4081	Perola Park Road	\$ 4,308.37		
4082	Pinnacle Road			
4083	Red Ward Road	\$ 85,578.11		
4084	Rhylstone Road			
4085	Rocky Road	\$ 101.48		
4086	Rosebank Road			
4087	Roslin Road	\$ 70.50		
4088	Rose Park Road			
4089	Rosewood Road			
4090	Shelbourne Road	\$ 419.80		
4091	Sherwood Road			
4092	Loddon Road West			
4093	Tantellon road	\$ 301.53		
4094	Tregole Road			
4095	Uabba Road	\$ 0.73		
4096	Urana Road			
4097	Valeravale Road	\$ 101.48		
4098	Wallal-Riversleigh Road	\$ 178.37		
4099	Wardsdale Road	\$ 131.03		
4100	Waterford Road			
4101	Wellwater Road	\$ 4,811.58		
4102	Wheatleigh Road	\$ 178.37		
4103	Winneba Road	\$ 2,233.55		
4104	Wiringa Road			
4105	Wongalee South Rd			
4106	Wongalee North Rd			

4107	Wongamere Road			
4108	Woolabra	\$ 1,522.02		
4109	Wooyanong Road	\$ 101.48		
4110	Boatman Wyandra Road	\$ 101.48		
4111	Red Lane Road	\$ 317.21		
4112	Borea Access Road			
4113	Clara Access Road			
4114	Caledonia Road			
4115	Wintara Road			
4117	Riccartoon Road			
4118	Yanna Bridge Road	\$ 9,993.83		
4119	27 Mile Gardens Road			
4120	Bollon Road	\$ 2,069.10		
4122	Claren Park Road			
4123	Columbo Road			
4124	Cooladdi Pump Road			
4129	Lasso Gowrie Road	\$ 963.78		
4130	Rosemount Road			
4131	Aronfield Road			
4132	Monamby Park Road			
4133	Northview Road			
4134	Palmers Road			
4135	Lyons Road	\$ 977.19		
4136	Percival Road	\$ 148.49		
4137	Rainmore Road			
4138	Westlyn Road			
	Total	\$ 584,298.63	\$ -	\$ -
	Budget	\$ 1,200,000.00		
	Percentage Expended	49%		
	Percentage through Year	69%		

PLANT MAINTENANCE

Item	2019-2020 Expenditure	2020-2021 Expenditure
Wages	\$ 190,686.15	\$ 195,056.84
Parts	\$ 617,121.10	\$ 395,026.96
Tyres & Tubes	\$ 103,412.75	\$ 89,906.13
Fuels & Oils	\$ 676,525.04	\$ 385,931.09
Registration	\$ 105,506.86	\$ 92,105.62
Wages (supervision)	\$ 187,436.14	\$ 152,134.27
Consumables	\$ 38,633.67	\$ 26,647.81
Workshop Apprentice	\$ 47,236.40	\$ 22,367.93
Insurance	\$ 45,904.13	\$ 57,308.00
Total Expenditure	\$ 2,012,462	\$ 1,416,484.65
Budget Expenditure		\$ 1,727,263.00
Percentage Expenditure		\$ 1,416,484.65
Revenue to Date		\$2,621,232.54
Budget Revenue		\$ 3,572,040.00
Percentage Revenue		73%
Percentage through Year		69%

URBAN STREET MAINTENANCE

Item	2019-2020 Expenditure	2020-2021 Expenditure
Augathella Street Lighting	\$ 16,816.40	\$ 7,856.54
Morven Street Lighting	\$ 5,147.26	\$ -
Charleville Street Lighting	\$ 63,982.70	\$ 29,716.90
Augathella Street Maintenance	\$ 169,646.89	\$ 135,253.28
Morven Street Maintenance	\$ 98,572.46	\$ 58,936.55
Charleville Street Maintenance	\$ 509,187.52	\$ 527,312.01
Augathella Street Cleaning	\$ 24,653.77	\$ 39,402.15
Morven Street Cleaning	\$ 27,446.48	\$ 26,933.65
Charleville Street Cleaning	\$ 259,040.53	\$ 212,388.14
Charleville Mowing/Slashing/Weeds	\$ 14,736.70	\$ 1,659.68
Morven Mowing/Slashing/Weeds	\$ 29,404.82	\$ 21,465.73
Augathella Mowing/Slashing/Weeds	\$ 69,128.96	\$ 63,521.81
Total Expenditure	\$ 1,287,764	1,124,446.44
Budget		\$ 1,100,000.00
Percentage Spent		102%
Percentage through Year		69%

PUBLIC FACILITIES MAINTENANCE

Item	2019-2020 Expenditure	2020-2021 Expenditure
Augathella Public Facilities Maintenance	\$ 18,825.53	\$ 15,041.45
Morven Public Facilities Maintenance	\$ 25,722.95	\$ 27,264.24
Charleville Public Facilities Maintenance	\$ 51,447.85	\$ 38,860.10
Augathella Vandalism Expenses	\$ 250.46	\$ -
Charleville Vandalism Expenses	\$ -	\$ 23.50
Morven Vandalism Expenses	\$ 139.84	\$ -
Total Expenditure	\$ 96,386.63	\$ 81,189.29
	Budget	\$ 142,800.00
	Percentage Spent	57%
	Percentage through Year	69%

**PARKS AND GARDENS
MAINTENANCE**

Item	2019-2020 Expenditure	2020-2021 Expenditure
Augathella Parks & Garden	\$ 132,043.51	\$ 80,110.80
Morven Parks & Garden	\$ 108,543.29	\$ 69,385.99
Charleville Parks & Garden	\$ 628,180.50	\$ 426,386.95
Total Expenditure	\$ 868,767.30	\$ 575,883.74
	Budget	\$ 641,900.00
	Percentage Spent	90%
	Percentage through Year	69%



Recommendation / Report

From: Richard Ranson – Director of Environment & Health Services

Ordinary meeting – 18th March 2021

SUBJECT

Charleville Swimming Pool

Request for extension/renewal of contract.

BACKGROUND:

The current contract for management of the Charleville swimming pool expires on the 31st May 2021. The current contract provides remuneration of \$103,000

Please find attached a proposal from the current manager, Michael Winton. In brief the proposal seeks a 2 year term with the option of a 1 year extension, at a cost of \$140,000 per year.

This is a large increase, but should be weighed up against the extremely high standard provided by Michael and the benefits his experience and expertise have provided to the community over the past 5 years. It could also be argued that in comparison to previous managers at the pool, council has enjoyed Michael's prior 5 years at a very reasonable price.

Recommendation

For the consideration of council.

Chief Executive Officer
Murweh Shire Council
C/- Director of Environment and
Health Services

Dear Sir,

**Subject: Extension of Management Agreement of The Charleville
Swimming Pool**

As council is aware the current Management Agreement of the Charleville Swimming Pool expires on 31st May 2021.

I am writing to Council seeking approval for an extension of the current Management Agreement as follows:

Proposal:-

Contract Period: 2 years with an option of a further 1 year. (3 years in total)

Remuneration: Management fee of \$140000.00 + Gst per year. We have not increased entry fees to the pool that council approved when we first commenced.

Public Liability Insurance: Costs of insurance to be met by the contractor in accordance with the current Management Agreement.

To support the above proposal, I have briefly detailed the implementations and achievements that we have reached over the past 5 year period at the pool and within the community.

The current Management Agreement was approved back in 2016 and a number of changes were made at the facility to conform to Queensland Government Work Health and Safety guidelines.

New Rescue, First Aid and Oxygen revival equipment was purchased and Installed at the pool. A new chemical water testing kit was also purchased so that multiple daily tests could be conducted to ensure Safe Water Quality complies within Queensland Health guidelines and for the safety of the general public.

An Emergency Action Plan was drawn up from scratch incorporating Chemical Handling and Procedure registers for the Pool operations which will ensure the facility meets all Queensland Work Health and Safety guidelines. An Audit was conducted in 2018 and I believe the pool passed the Audit.

A Covid-safe plan was initiated at the pool which was specifically designed for all Aquatic centres by the Main Aquatic Stakeholders in conjunction with Queensland Government.

In conjunction with Council an asset register has been setup, so council knows what equipment they own and where the equipment is located at all times.

A monthly report is also raised and passed onto Council and Councillors advising them of the daily and special events held throughout the month.

To provide additional entertainment at the pool a 12m Inflatable was purchased mainly for children activities and it has proven to be very successful and this piece of equipment is listed on the asset register.

With assistance of some council funding we have embarked on a beautification program around the pool grounds. Native plants have been planted along Warrego Street fence line and in front of the pools filtration system. Deck chairs have also been introduced and are very popular with visitors and locals alike. It is hoped once the native trees grow a little the grounds will have a more appealing look to it.

We have been fortunate to be involved with the Charleville Chiefs Swimming Club and through this association we have been able to build a structured Learn to Swim School and Squad programs that cater for all age groups from toddlers through to adult swimmers, not only locally but we have helped swimmers from as far away as Cunnamulla and Augathella and Quilpie. This has seen the level of swimming in the Shire improve markedly.

We have a continued involvement in all of the school swimming programs throughout the Shire ie: St Mary's Catholic School; Charleville Primary School; Distance Education and Augathella Primary School.

A pathway has been set for club or school based swimmers to compete at district/regional/club carnivals and ultimately compete at State Level. We have been fortunate to see up to 25 swimmers either represent the Chiefs swimming club at State Level or South West Qld regional schools swim team

which also competes at State Level over the last 5 years and no doubt more swimmers from this district will get the chance to represent at State Level in the years to come.

We have supported organisations such as Vital Health and Aged Health to facilitate wellness classes at the pool. Vital Health has conducted a number of classes over the past 2 months with good attendances which is encouraging for future programs.

The Murweh Shire received a grant to assist the construction of a splash park that includes dump buckets; water cannons and water squirters. The site of the Splash Park is the Charleville swimming Pool and we were fortunate to have input with its design and look forward to seeing it in full operation.

In conclusion, when we arrived in 2016 our aim and Business Plan was to ensure a safe facility for all swimmers and to entice families back to the pool, provide structured swimming programs to assist all age group swimmers.

The support we have been shown from the community in our endeavours to carry out our business plan has been positive and should this proposal be approved we will continue to strive to deliver the services that have been provided in the past.

Please find a number of references from customers we have provided services to and who have faith and support in us.

Council's consideration to the above proposal would be appreciated.

Yours faithfully,

Michael Winton



A

Queensland
Government

Principal

P O Box 33

Cavanagh Street

AUGATHELLA OLD 4477

Telephone (07) 4654 5120

Fax (07) 4654 5266

Email: the.principal@augathelss.eq.edu.au

4th February, 2021

To Whom it May Concern:

Statement of Support for Mr Michael Winton

Queensland state schools, in Prep to Year 6, are required to offer a water safety and swimming program. To support schools to implement water safety and learn to swim programs, the Department of Education has developed the water safety and swimming education program.

Mr Michael Winton has been assisting Augathella State School to deliver our *water safety and swimming education program* ongoing since 2019. Michael, as a qualified external provider, has been willing to travel to service our town, ensuring that essential curriculum learning has been possible for our school students.

Water safety and awareness is fundamental to child safety in our rural and remote settings that see so many of our children interacting with water in their daily environments - dams, rivers and backyard pools are all common water hazards. It is crucial that our students are given the opportunity to learn to swim and develop recognised strokes that will ensure their safety when in, and around water.

Under Michael's expert instruction, all of our school students continue to develop swimming capability that is allowing them to confidently build on prior skills helping them to become more competent swimmers.

We are grateful of Michael's commitment to ensure our young children at Augathella have the opportunity to learn to swim.



D.J's Produce

Prop. David Jones

ABN: 17 187 198 332

126 Alfred Street, Charleville. 4470

Phone (07) 4654 2446 • Fax (07) 4654 3029

To whom it may concern.

I David Jones of DJ's Produce Charleville have been dealing with Michael Winton since Michael took over management of the Charleville swimming pool. Since taking over the pool. It has been at the highest standard possible. With his vast knowledge of chemicals and pool operations I have not had to visit pool at all. Not like with previous managers I was getting called down on a regular basis to fix problems. I would highly recommend Michael as the manager of any public pool.

Regards

David Jones

Tina Jackson
56 Wick St
Cunnamulla
Tinajackson74@hotmail.com.au
0407662560

Dear Sir/Madam,

I am writing in support of Michael Winton's application to continue as manager of the Charleville Swimming Pool. We live in Cunnamulla and I have two children aged 7 and 10. This is the third swimming season that Mick has coached them. We travel from Cunnamulla to Charleville each Saturday for swimming lessons during the season. I have been asked by many people if I think it is worth it and my answer is always without a doubt absolutely yes!

Mick is dedicated, approachable and extremely knowledgeable and Charleville is very fortunate to have a man with such exceptional qualities. He gives each and every swimmer the time and support necessary to improve.

I believe Mick has a gift and this is evident in the results and improvement in all of those he coaches. Several of his team have qualified for the State Sprints in Brisbane and this is a wonderful achievement.

All too often children in rural areas miss out, but not in this case. Mick works hard and is a great advocate for swimming for all ages. He goes the extra mile and travels with his swimmers to support them in carnivals and given them the encouragement they need.

I hope you look favourably on his application.

Please feel free to contact me if you require any further information.

Kind Regards

Tina Jackson

Richard Ranson

From: Michael Winton <wintonjaa@yahoo.com.au>
Sent: Sunday, 14 March 2021 2:24 PM
To: Richard Ranson
Subject: Fwd: Letter of Support

Another reference that supports my Management Agreement proposal.
Regards,
Michael Winton

Sent from my iPhone

Begin forwarded message:

From: Michael Winton <wintonjaa@yahoo.com.au>
Date: 14 March 2021 at 2:09:54 pm AEST
To: Michael Winton <wintonjaa@yahoo.com.au>
Subject: Fwd: Letter of Support

Sent from my iPhone

Begin forwarded message:

From: Joelee <gsullivanlivestock@bigpond.com>
Date: 12 February 2021 at 7:50:29 am AEST
To: Mick Winton <wintonjaa@yahoo.com.au>
Subject: Letter of Support

To Whom it may concern,

I am writing a letter of support on behalf of Michael Winton and Sue Harvey for the position of Pool Manager/Lessee.

I have known Mick and Sue for the past few years, since they began their tenure at the pool. During this time, our four children have attended various Learn to Swim lessons and Squad Training. I have always found them to be effective teachers, as is evidenced by the significant improvement of not only our children's swimming capabilities, but that of other children that attend training as well.

They are very proactive within our local swimming club, where Mick is a member of the committee. His commitment to travelling to carnivals across Queensland to support children competing from the Charleville Chiefs Swimming Club has been impressive.

Their dedication and commitment to their role has been outstanding. Not only do they do a wonderful job with the younger generation of this town, but they also keep the older generation fit and healthy as well.

They take great pride in the pool grounds and facilities and the improvements that have been made are a credit to them.

I have no hesitation in recommending Mick and Sue for this position. Please do not hesitate to contact me should you have any further questions.

Sincerely

Joelee Sullivan

170 Galatea St
Charleville Q 4470
0428412653

11 February 2021

To Whom It May Concern

RE: Letter of Support for Michael Winton

I would like to offer my full support for Michael Winton and the valuable contribution he makes to the Charleville community through his management of the Charleville swimming pool.

Over the course of his management of the Charleville swimming pool, Michael has cultivated a keen interest in swimming within Charleville and the surrounding communities. This is evidenced by children in his swimming squad qualifying for three consecutive years at the Queensland State Sprint Championships and up to state level competitive school swimming. Michael's expert swimming knowledge is delivered to the community via a wide range of swimming lessons for swimmers from mums and bubs classes, learn to swim, three levels of under 18 years squad and adult squad.

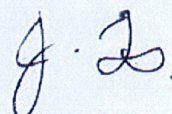
Michael's interest in swimmers he trains extends beyond training sessions and lessons. By either travelling to carnivals or being available for phone advice, encouragement and general support for his swimmers, Michael demonstrates his investment in the Charleville community. This can be seen in the results from carnivals and swimming club. Michael also provides the same level of invaluable advice and encouragement to adult swimmers in a wide variety of aquatic events, for example, triathlon and open water events.

The pool facilities are kept to a high standard by Michael and his staff. This makes them an enjoyable facility to visit for either recreational, competitive or lap swimming. It also results in them being well utilized by locals and visitors to Charleville.

Personally, my family hold Mick, Sue and all their staff in extremely high regard and appreciate everything they have done for Charleville swimming.

The continuation of Michael at the pool would only be advantageous to the whole Charleville community.

Yours sincerely



Joanne Toms



Recommendation / Report

From: Jamie Gorry, Director of Corporate Services
Ordinary Meeting – 18 March 2021

Subject

Request for additional assistance – Charleville Show

PROPOSED RESOLUTION:

That Council agrees to provide the extra assistance as requested for the 2021 Show due to restrictions imposed due to COVID-19

BACKGROUND:

Purpose	E-mail received from Madonna Maris regarding the ability to have a Show for 2021, due to extra requirements due to COVID-19. The show did not go ahead in 2020.
Financial Risks	No income for the running of future shows.
Environment Risks	N/A
Social Risks	The Show does not run for 2021
Recommendation	That Council agrees to provide the extra assistance as requested for the 2021 Show due to restrictions imposed due to COVID-19

On 8 Mar 2021, at 7:22 pm, Madonna Maris <mmaris@bigpond.net.au> wrote:

Hi Zoro

Wondering about any update with the sound system for the showgrounds at all?

Been giving the show a thought and we would like to know if you can help out with the following:

- Waiver of hire fees for 2021
- Provide a worker to spray the toilets 2 hourly in the morning and hourly in the busy periods for Friday and Saturday – Friday and Saturday night we will do them
- Make sure the toilets are clean on the Thursday afternoon – last year they had wasps nests everywhere and they were not clean
- Allow us to not have to pay to have the toilets cleaned on Sunday morning – your staff clean them on Monday (normally we pay our cleaner to Clean them on Sunday so they are perfect after the show)
- Provide us with bollards to section the entry way into the pavilions and at the bar area

We are getting a quote for cleaning of the toilets for:

Friday morning and afternoon – check and clean all the toilets
Saturday morning and afternoon – check and clean all the toilets

Hope you are able to help us with these requests.

Thank you

Madonna Maris
President
Charleville Show Society



Recommendation / Report

From: Jamie Gorry, Director of Corporate Services
Ordinary Meeting – 18 March 2021

Subject

Sponsorship of Western Ringers Rugby League in the Roma Competition

PROPOSED RESOLUTION:

For decision of Council.

BACKGROUND:

Purpose

E-mail received from Ethan Capewell seeking the hire of bus for Western Ringers RL team to travel for competition and for sponsorship of the team.

Recommendation

Council decide what level of sponsorship they wish to offer in addition to the use of the bus.



Western Rugby League
Email: wrlringers2019@gmail.com

16th January 2021

RE: Western Rugby League Sponsorship Opportunity

Dear whom it may concern,

We the Western Rugby League (WRL) committee write this letter to offer you and your respectful organisation the opportunity of sponsoring the WRL Western Ringers

The WRL is a *not-for-profit* club located Far Southwest Queensland, an affiliated club of the Central Rugby League Division of the QRL.

Western Rugby League (WRL) 2021 Committee is a governing body of a Junior Competition (Under 6's – 12's) which consists of; Quilpie, Augathella, Charleville and Cunnamulla. We host representative teams: Boys (Under 12's, 14's, 16's and 18's), Girls (Under 17's) and Open Men's that have the potential of playing throughout the state of QLD. The WRL Open Men's Team has also been introduced into the Roma and District A-Grade Competition for 2021.

Western Rugby League region being so remote and drought affected has restricted our communities' access to sport and recreational activities such as rugby league, especially for our youth from poverty backgrounds. Supporting the Western Rugby League is supporting the future of Southwest QLD. Rugby League through teamwork in our community contributes towards benefits, such as; promoting healthy living, promoting better futures, creating better role models of the future, breaking cycles of poverty and crime, introducing employment opportunities and contributes towards local economies. As well as producing ongoing events, game fixtures and programs that can become the alternative to negative activities like alcohol/drug abuse and gambling. Which can assist prevent addiction, reduce domestic violence, reduce criminal activity and create more community engagement.

We, the WRL committee, ask for your generosity of sponsorship to help contribute towards the cost of competing in the Western Rugby League competition. The sponsorship will then assist to purchase; *Travel, Vehicle Hire (Bus), Jerseys, Shorts, Socks, Training Material, Team Bags, Club Shirts, Affiliation, Insurance, Oval and Facility Hire, Trophies, Representational Costs, etc.*

In return for the sponsorship what we can offer is advertisement of your support throughout all of WRL affiliated programs, events or fixtures. Also, any support from you and your organisation will be shared throughout any social media affiliated with the WRL. Please feel free to contact the President of the WRL on 0484243075 or via email at ethan.p.capewell@hotmail.com, to discuss the sponsorship packaging that will provide a better understanding of exactly how your sponsorship will be displayed and advertised. Any conditions required to obtain sponsorship from your organisation is also open for discussion.

Yours Sincerely,

Ethan Capewell – WRL President
ethan.p.capewell@hotmail.com
0484 243 075

From: Ethan Capewell [<mailto:ethan.p.capewell@hotmail.com>]
Sent: Wednesday, 3 March 2021 5:06 PM
To: mail; John Nicholson
Cc: Neil Polglase; Shaun Radnedge; bookings@warregomotel.com.au; Sean O'Connell (seanoconnell2019@gmail.com); Josh Sullivan (joshuasullivan@me.com); Sam Cunningham (sc20122012@hotmail.co.uk)
Subject: Bus Booking and Sponsorship Opportunity

Good Afternoon,

We were hoping that we could speak with someone at Murweh Shire Council about the opportunity of sponsoring the Western Ringers into the Roma Competition, that will see our community host teams from the Roma and District competition in Charleville for our home games.

It was discussed at one of recent committee meeting, the possibility of Murweh Shire sponsoring the Western Ringers with the In-Kind contribution (use of the Murweh Shire / Western Ringers Bus usage Fee).

Please find attached a the WRL 2020 Sponsorship Letter Template with the packages we offer included on the second pages, as well as a list of dates below that we would require the Bus booked for:

- 10/04/2021
- 24/04/2021
- 8/05/2021
- 15/05/2021
- 29/05/2021
- 19/06/2021
- 26/06/2021
- 3/07/2021
- 31/07/2021
- 7&8/08/2021
- 14&15/08/2021
- 21&22/08/2021
- 28&29/082021

Please feel free to contact me on 0484243075, if you have any further enquiries.

Regards,

Ethan Capewell
Western Rugby League.



WRL SPONSORSHIP PACKAGES

BRONZE PACKAGE	Up to \$1000	Banner	Max 12
SILVER PACKAGE	\$2,000 - \$5,000	Banner, Polos	Max 12
GOLD PACKAGE	\$5,000 - \$10,000	Banner, Training Ts, Polos	Max 5
ULTIMATE PACKAGE	\$10,000 +	Banner, Training Ts, Polos, Jersey & Shorts	Max 2

NOTE: ALL SPONSORSHIP WILL BE ADVERTISED ON ALL SOCIAL MEDIA, PROMOTIONAL FLYERS AND INTERVIEWS AFFILIATED WITH WESTERN RUGBY LEAGUE.



Recommendation / Report

From: Jamie Gorry – Director of Corporate Services
Ordinary Meeting – 18 March 2021

Subject

Hire of Racecourse Complex & grounds – Outback Senior Games

PROPOSED RESOLUTION:

That Council approves the use of the Charleville Raceview Complex, Warrego Room and grounds by the Outback Seniors Games and to waive hire fees for the Outback Seniors Games to be held on 28 May 2021.

BACKGROUND:

Purpose	Letter received from Ms Maggie Wade, Secretary, Outback Senior Games Committee seeking the use of the Racecourse Complex, Warrego Room and grounds for the Outback Seniors Games to be held on 28 May 2021.
Financial Risks	As per council policy and previous events there is no impact on the council budget.
Environmental Risk	Not Applicable
Social Risk	Positive response from community for this event and assistance showcases Council support for this event.
Recommendation	That Council approves the use of the Charleville Raceview Complex, Warrego Room and grounds by the Outback Seniors Games and to waive hire fees for the Outback Seniors Games to be held on 28 May 2021



Outback Seniors Games

*President: Madonna Maris
Secretary: Maggie Wade
Treasurer: Sandra Washington
C/O Maggie Wade
Ravenscourt
Charleville Qld 4470
Ph: (07) 46540118
e-mail Wadepjmm@gmail.com*

12th February 2021

Mr Neil Polglase
Chief Executive Officer
Murweh Shire Council
Alfred Street
CHARLEVILLE 4470

Dear Sir

On behalf of the Outback Seniors Games Committee I have been asked to thank you for your assistance in providing the venue for our Senior Games. We really do appreciate the way the council supports the local community.

As you know we were unable to hold the 25th Senior Games in 2020 due to COVID19. It was decided at our committee meeting held in February that we would like to hold the 25th Senior Games meeting on the 28th. May 2021 but would limit the number of contestants to those living within 215kms of Charleville to enable us to follow the COVID guidelines. We have booked the Racecourse Complex, and grounds for this event in the afternoon of the 27th (to set up) and for the day on Friday 28th. May 2021.

The committee would be grateful if the council could consider reducing or waiving the fees again on this occasion.

If you require any further information, please free to contact me on 46540118 or our President Madonna Maris on 0499991134

Yours faithfully

Maggie Wade

Secretary



Recommendation / Report

From: Jamie Gorry – Director of Corporate Services
Ordinary Meeting – 18th March, 2021

SUBJECT

Application for Conversion of Lease to Freehold (Lot 84 on OR81)

PROPOSED RESOLUTION:

*That Council advises the Land Administration and Acquisitions (Land and Native Title) Branch - Department of Resources that it has no objections to **Term Lease 0/231422** over **Lot 84 on Crown Plan OR81** being converted to Freehold.*

BACKGROUND:

Purpose

Attached is an application for the conversion of **Term Lease 217157** (issued for grazing purposes) over **Lot 84 on OR81** to Freehold.

Discussion

The parcel of land **Lot 84 on OR81** is situated on the North Eastern side of Augathella, adjacent to the Landsborough Highway (refer to cadastral map). Land is currently zoned Rural (refer to town Zoning map).

The current owner is Noni Frazer, from Springsure (family in Augathella). There are no outstanding rates on Lot 84 or Lot 83 (which is also leased by the same rate payer).

The current and intended use of the lot is for grazing.

There is no Council infrastructure on or near the parcel of land.

Consultation:

Internal consultation has occurred with following Council officers

- *Stock Routes Supervisor (Blair O'Connor)*
- *Council Rates Officer (Chris Eagle)*

Financial Risks: Nil

Environment Risks: Nil

Social Risks Nil

Recommendation

'That Council advises the Department of Resource Management that it has no objections to the conversion of the lease to freehold.'

25°46'18"S 146°34'43"E



25°48'2"S 146°34'48"E

Legend located on next page



- **Red** - Outline indicates the parcel of land in question (Lot 84 on OR81)

Correspondence from Department of Resources:

From: KEOGH Christine [<mailto:Christine.Keogh@resources.qld.gov.au>]
Sent: Thursday, 4 March 2021 1:25 PM
To: CEO
Subject: APPLICATION FOR CONVERSION TO FREEHOLD OVER LOT 84 ON OR81

Dear Chief Executive Officer,

APPLICATION FOR CONVERSION TO FREEHOLD OVER LOT 84 ON OR81

The department has received an application for conversion to freehold over Lot 84 on OR81 being Term Lease 217157 issued for grazing purposes.

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 1 April 2021**. 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 Christine Keogh on 07) 3330 4110.

All future correspondence relative to this matter is to be referred to the contact Officer at the address below or by email to SLAM-brisbane@resources.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 2021/000458 in any future correspondence.

Yours sincerely,



Christine Keogh
Land Officer
Land Administration and Acquisitions | Land and Native Title Operations
Department of Resources

P: 07 3330 4110
E: SLAM-Brisbane@resources.qld.gov.au
A: Level 18, 275 George Street , Brisbane QLD 4001
W: www.resources.qld.gov.au



Recommendation / Report

From: Neil Polglase – Chief Executive Officer
Ordinary Meeting – 18th March, 2021

Subject

Charleville Kindergarten – Transfer Sum Payment Deed

PROPOSED RESOLUTION:

Council resolves to delegate to the Chief Executive Officer authority to finalise and execute the Transfer Sum Payment Deed with the Charleville Kindergarten Association Inc.

BACKGROUND:

Purpose

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

The Association is presently seeking interest from an outside service provider to take over the operation of the centre however the Association is keen to secure the asset to ensure its future use as a facility for the children in the Shire.

Please see attached email from Julian Bodenmann, Preston Law seeking agreement with Council to finalise Trust Deed.

Financial Risks

Infrastructure asset lease requiring depreciation of the asset as per LG financial standards over time however monies will be held in Trust to enable cyclic maintenance, renewals and improvements to be undertaken.

Environmental Risk Not Applicable

Social Risk

Community concern for loss of asset over time if asset transferred directly to an outside service provider.

Recommendation

Council resolves to delegate to the Chief Executive Officer authority to finalise and execute the Transfer Sum Payment Deed with the Charleville Kindergarten Association Inc.

Dealing Number



OFFICE USE ONLY

Privacy Statement

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

1. Lessor MURWEH SHIRE COUNCIL	Lodger (Name, address, E-mail & phone number) Preston Law P.O. Box 707N 15 Spence Street, Cairns QLD 4870 Email: info@prestonlaw.com.au Ph: 07 4052 0700 Ref: JB:20201515	Lodger Code 789
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2. Lot on Plan Description LOT 8 ON SP 114866	Title Reference 50357118
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3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
CHARLEVILLE KINDERGARTEN ASSOCIATION INC			

4. Interest being leased FEE SIMPLE

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

6. Term of lease Commencement date/event : / /2020 Expiry date: / / 2030 and/or Event: *Options: 2 x 10 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rent/Consideration SEE ATTACHED SCHEDULE
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8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

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

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

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

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

CHARLEVILLE KINDERGARTEN ASSOCIATION INC		
.....signature		
.....full name		
.....qualification	/ /
Witnessing Officer	Execution Date	Lessee's Signature

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

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

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

Title Reference 50357118

1. REFERENCE SCHEDULE

Name and Address of Lessor:	Murweh Shire Council <u>Postal Address</u> 95 – 101 Alfred Street CHARLEVILLE QLD 4470 <u>Address for Hand Delivery</u> 95 – 101 Alfred Street CHARLEVILLE QLD 4470 <u>Email Address</u> ceo@murweh.qld.gov.au
Name and Address of Lessee:	Charleville Kindergarten Association Inc <u>Postal Address</u> PO Box 26 CHARLEVILLE QLD 4470 <u>Address for Hand Delivery</u> 134 King Street CHARLEVILLE QLD 4470 <u>Email Address</u> affiliatecharleville@candk.asn.au
Address of Premises:	134 King Street, Charleville Qld 4470, more particularly described as Lot 8 on SP 114866
Term:	10 years
Options to Renew:	2 x 10 years
Rent - First Year of Term:	\$1.00
Insurances to be taken out by Lessee:	Public risk insurance - \$20,000,000.00 per claim Lessee's property and fittings at Premises
Permitted Use:	To provide a centre-based Education and Care Service in accordance with the <i>Education and Care Services National Law (Queensland) Act 2011</i> and the Education and Care Services National Regulations.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

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

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

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

Title Reference 50357118

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

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

Contaminated Land has the meaning given in the EP Act.

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

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

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

Default Rate means the rate of 10% per annum.

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

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

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

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

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

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

Land means the land described in Item 2.

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

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

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

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

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

Title Reference 50357118

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

Month or **Monthly** means respectively calendar month or calendar monthly.

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

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

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

Payee means the party receiving the Payment.

Payer means the party making the Payment.

Title Reference 50357118

Payment means:

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

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

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

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

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

Register means the Personal Property Securities Register.

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

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

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

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

2.2 **Interpretation**

- (a) Words importing the singular number include the plural and vice versa.
- (b) Reference to a person includes any corporation and vice versa.
- (c) The respective obligations of each party under this Lease are separate and independent, and continue throughout the Term and any period of renewal and holding over (unless the context provides otherwise).
- (d) If any term of this Lease becomes unenforceable, that term will not affect the validity of the remaining terms of this Lease.
- (e) Reference to a Law includes all Laws amending or replacing a Law.
- (f) Reference to an Authority or body that have ceased to exist or been reconstituted, will constitute a reference to the Authority or body established in lieu of the initial Authority or body.
- (g) Where two or more persons are Lessees, the obligations of the Lessee (as the case may be) under this Lease bind them jointly and each of them severally.

Title Reference 50357118

- (h) Headings and sub-headings have been included for ease of reference only and have no bearing on the construction of this Lease.

3. GRANT OF LEASE

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

4. RENT AND OTHER CHARGES

4.1 Payment of Rent

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

4.2 Payment of other charges

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

4.3 Costs of Lease

The Lessee must pay upon demand the following expenses:

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

4.4 Costs of notices, re-entry and consents

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

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

Title Reference 50357118

4.5 Goods and Services Tax

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

4.6 No Set Off

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

5. OCCUPATION OF PREMISES

5.1 Use and conduct

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

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

5.2 **Obligations under EP Act**

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

6. **PERSONAL PROPERTY SECURITIES**

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

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

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

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

6.6 **Further Supplies**

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

6.7 **Enforcement**

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

6.8 **Interpretation**

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

7. **MAINTENANCE AND REPAIR OF PREMISES**

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

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

7.2 **No alterations without consent**

- (a) The Lessee must not make any alterations or improvements ("**Works**") to the Premises or Services without the Lessor's prior written consent, which (should it be forthcoming) will include the following conditions:
 - i) The Lessee must provide detailed plans of the Works to the Lessor who may, at the Lessee's cost, refer the plans to the Lessor's architect for its approval;
 - ii) The Lessee must obtain all relevant Authority approvals to the Works before commencing the works. If required by the Lessor, the Lessee must construct the Works under the

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supervision of the Lessor's architect (with the cost of the supervision to be borne by the Lessee);

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

8. RESERVATIONS

8.1 Right of entry

The Lessor reserves the right to:

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

8.2 Third party interests

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

9. INSURANCES AND INDEMNITIES

9.1 Insurances

- (a) The Lessee must take out and maintain in the Lessee's name with the Lessor's interest noted, a standard public liability insurance policy with an insurance company approved by the Lessor, for at least the amount specified in the Reference Schedule. If required by the Lessor, the Lessee must extend this policy to cover risks of an insurable nature regarding any indemnities that the Lessee has provided to the Lessor under this Lease.

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

9.2 Indemnities

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

10. ASSIGNMENT AND OTHER DEALINGS

10.1 Subletting and encumbering

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

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

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10.2 Assignment

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

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

10.3 Lessor's consent

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

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

The parties acknowledge and agree that subclauses (b) and (c) of this clause do not apply if the proposed assignee is The Creche and Kindergarten Association Limited ACN 150 737 849.

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10.4 Change of Control

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

11. DEFAULT OF LESSEE

11.1 Lessor may rectify

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

11.2 Overdue payments

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

11.3 Definition of default

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

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

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

11.4 Rights upon default

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

12. END OF LEASE

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

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

13. OPTION TO RENEW

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

14. GENERAL PROVISIONS

14.1 Power of attorney

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

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

14.2 Native Title

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

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14.3 Consent

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

14.4 Waiver

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

14.5 Severance

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

14.6 Service of notices

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

14.7 Time of the essence

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

14.8 Effect of legislation

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

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14.9 Entire agreement

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

14.10 Mortgagee's consent

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

14.11 Lessee's costs

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

14.12 Electronic communication

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



Transfer Sum Payment Deed

Murweh Shire Council

("Council")

Charleville Kindergarten Association Inc

("Association")

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PARTIES

MURWEH SHIRE COUNCIL of 95 – 101 Alfred Street, Charleville Qld 4470

(“Council”)

CHARLEVILLE KINDERGARTEN ASSOCIATION INC of 134 King Street, Charleville Qld 4470

(“Association”)

RECITALS

- A. The Association owns the Land and operates the Charleville Kindergarten from the Land.
- B. The Association has, or has taken steps to, sell the Land to Council.
- C. Upon completion of the sale referred to in Recital B, Council has leased (or will take steps to lease,) the Land to the Association.
- D. The Association holds the Transfer Sum following years of fundraising efforts for the benefit of the Charleville Kindergarten.
- E. In order to future-proof the ongoing maintenance and development of the Charleville Kindergarten for the benefit of the Charleville community and the Murweh local government area generally, the Association will transfer the Transfer Sum to Council for Council to use in accordance with the terms of this Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS

In this Deed, unless the contrary intention appears:

- (a) **Association** means Charleville Kindergarten Association Inc, a party to this Deed.
- (b) **Charleville Kindergarten** means the kindergarten and childcare facilities operated at the Land.
- (c) **Commencement Date** means the date that this Deed is signed by both parties (and if the Deed is signed on different days, the later day).
- (d) **Council** means Murweh Shire Council, a party to this Deed.
- (e) **Deed** means this Transfer Sum Payment Deed.
- (f) **Designated Purpose** is a purpose that is:
 - (i) in Council’s reasonable view, directed towards maintaining, repairing or improving the facilities on the Land that form part of the Charleville Kindergarten;

- (ii) is permitted under the terms of the Lease; or
- (iii) mutually agreed by the Lessee and Council as such a purpose.

Example: undertaking maintenance or capital repairs to the Charleville Kindergarten, installing a playground on the Land for use by children at the Charleville Kindergarten

- (g) **Land** means Lot 8 on SP 114866, located at 134 King Street, Charleville, being the land from which the Charleville Kindergarten is being operated.
- (h) **Lease** means the lease of the Land to be entered into between Council and the Association. The parties acknowledge and agree that the Lease may not have been entered into as at the Commencement Date, but the parties intend to enter into the Lease at some point after the Commencement Date.
- (i) **Lease Sunset Date** means the date that is one (1) year after the Commencement Date.
- (j) **Lessee** means the person or entity who is the lessee under the Lease. The first Lessee will be the Association, but the Lessee may become a third party if the Association transfers its interest in the Lease to that third party in accordance with the terms of the Lease and clause 6 of this Deed.
- (k) **Transfer Sum** means the amount of \$[Insert].
- (l) **Sunset Date** means the date that is ten (10) years from the Commencement Date.

2. INTERPRETATION

In this Deed, unless the contrary contention appears:

- (a) Reference to:
 - (i) one gender includes the other genders;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a partnership and a body corporate;
 - (iv) a party includes the party's successors and permitted assigns;
 - (v) a clause, sub-clause, paragraph or schedule is to a clause, sub-clause, paragraph or schedule of this Deed;
 - (vi) a statute, regulation or provision of a statute or regulation ("**statutory provision**") includes a reference to:
 - A. that statutory provision as amended or re-enacted from time to time; and
 - B. a statutory provision enacted in replacement of that statutory provision; and
 - (vii) writing includes a reference to printing, typing and each other method of producing words in a visible form.

- (b) If a party consists of more than one person, this Deed binds them jointly and each of them severally.
- (c) Headings are for convenience only and do not affect the interpretation of this Deed.
- (d) Any part which is a trustee is bound in its capacity as a trustee and personally.

3. TRANSFER SUM

- (a) Within thirty (30) days of the Commencement Date, the Association will pay the Transfer Sum to Council in the manner directed by Council.
- (b) Subject only to the terms of this Deed, the Transfer Sum:
 - (i) shall become the irrevocable property of Council; and
 - (ii) shall not be liable to be repaid, in whole or in part, to the Association or its successors or assigns, for any reason; and
 - (iii) shall be held and dealt with by Council in any matter that Council sees fit.
- (c) Without limiting the generality of the preceding subclause, Council shall not be required to:
 - (i) hold the Transfer Sum in a separate trust account, or any trust account at all;
 - (ii) invest the Transfer Sum.

4. LEASE SUNSET DATE

- (a) If the Lease has not been entered by Council and the Association by the Lease Sunset Date, then:
 - (i) Council shall return any unexpended portion of the Transfer Sum to the Association in the manner directed by the Association; and
 - (ii) this Deed shall come to an end.
- (b) The return of the unexpended portion of the Transfer Sum by Council to the Association shall be accepted by the Association in full and final satisfaction of any and all claims whatsoever the Association have against the Council in relation to this Deed, the use of all or any part the Transfer Sum and the Lease.

5. DEALING WITH THE TRANSFER SUM

- (a) Clause 3(b) of this Deed is limited only by the requirements of this clause.
- (b) **Request by Lessee**
 - (i) Between the Commencement Date and the Sunset Date, the Lessee shall be entitled to request that Council spend all or some of the Transfer Sum on a Designated Purpose.
 - (ii) A request pursuant to subclause (i) of this clause must:
 - A. be made in writing by the Lessee to Council;

- B. be shown on a document that is duly executed by the Lessee in the following manner:
 - I. if the Lessee is an individual – by the individual Lessee in the presence of a witness;
 - II. if the Lessee is a corporation – as required by the Lessee’s Constitution and the *Corporations Act 2001*;
 - III. if the Lessee is an incorporated association – as required by the Lessee’s Constitution or Rules and the *Associations Incorporation Act 1981*;
 - C. particularise the purpose for which the Transfer Sum is being applied;
 - D. identify with precision the proportion of the Transfer Sum proposed to be used; and
 - E. provide directions for how the identified proportion of the Transfer Sum is to be paid to the Lessee, if the request is approved.
- (iii) Council is entitled to request further information from the Lessee about the proposed use of the Transfer Sum.
 - (iv) If Council is satisfied (in its absolute discretion) that a request made pursuant to this subclause (b) is consistent with the terms of this Deed, including that the request is for a Designated Purpose, then Council may pay the Transfer Sum, or requested proportion of the Transfer Sum, to the Lessee for the Lessee to apply in accordance with its request.
 - (v) For the avoidance of doubt, if a request made pursuant to this subclause is for a sum that exceeds the balance of the Transfer Sum held by Council, then Council is not required to pay the Lessee any sum that exceeds the balance of the Transfer Sum actually held. Council’s liability to pay funds in response to a request is limited to the proportion of the Transfer Sum held by Council, and no more.
- (c) **On Council’s own initiative**
 - (i) Subject to subclause (ii) of this clause, at any time after the Commencement Date, Council may use all or part of the Transfer Sum on its own initiative for a Designated Purpose.
 - (ii) Council may exercise its right to apply the Transfer Sum pursuant to subclause (i) of this clause within thirty (30) days of the date Council issues the Lessee with a notice outlining its intention to use the Transfer Sum pursuant to subclause (i) of this clause. A notice given pursuant to this subclause must particularise the purpose of Council’s proposed use.
 - (d) **Conflict between Clauses 5(b) and 5(c)**
 - (i) This clause applies if there is any conflict between a request issued pursuant to Clause 5(b) and a notice issued by Council pursuant to Clause 5(c)(ii).
 - (ii) In the event of a conflict, the process under Clause 5(c) prevails.

(e) **Application of funds after Sunset Date**

If any part of the Transfer Sum remains unapplied after the Sunset Date, then Council may apply such unapplied proportion of the Transfer Sum as it sees fit and in its absolute discretion (including for purposes outside the Designated Purpose).

(f) **General provisions**

- (i) The obligations under this Clause 5 expire when the entire proportion of the Transfer Sum is expended.
- (ii) The Lessee releases and discharges Council from any liability, howsoever arising, associated with:
 - A. the payment of the Transfer Sum by the Association to Council;
 - B. the Lessee misapplying the Transfer Sum in response to a request made pursuant to Clause 5(b);
 - C. Council's application of the Transfer Sum pursuant to Clause 5(c) or 5(e).
- (iii) The Lessee acknowledges and agrees that upon the Transfer Sum being transferred to Council pursuant to Clause 3, it has no entitlement to direct the use of the Transfer Sum, request the return of the Transfer Sum or otherwise deal with the Transfer Sum, other than in accordance with one of the processes set out in this Clause 5.

6. ASSOCIATION TO ASSIGN DEED ON LEASE TRANSFER

- (a) This clause applies if the Association intends to transfer its interest in the Lease to a third party (who will become a Lessee in accordance with this Deed).
- (b) The Association must ensure that, before any interest in the Lease is transferred to a third party, the third party enters into a deed, in the form reasonably required by Council, to ensure that the third party shall assume the obligations of a Lessee under this Deed, and be bound by this Deed as though they are a Lessee, upon the Lease being effectively transferred to that third party.
- (c) If the Association fails to enter into a deed as contemplated by subclause (b) and the Association's interest in the Lease is transferred, then Council shall be under no obligation to comply with a direction sought to be made either by the Association or by the third party who has assumed an interest in the Lease pursuant to Clause 5(b), and Council may apply the Transfer Sum consistently with Clause 5(c) and 5(e).

7. ASSOCIATION'S WARRANTIES

- (a) The Association warrants that:
 - (i) it is lawfully able to enter into this Deed, including but not limited to having regard to the terms of its Rules of Incorporation and the *Associations Incorporation Act 1981*, and any other laws applying to the operation of the Association and its registration as a charity;

- (ii) it has had the opportunity to obtain legal and other professional advice concerning the terms and effect of this Deed and to negotiate the terms of this Deed and the Association enters into this Deed voluntarily and without duress.
- (b) The Association acknowledges and agrees that Council has relied upon this warranty in entering into this Deed, and the Association indemnifies Council from any loss or damage, howsoever arising, which might be suffered by Council as a result of the Association breaching this warranty.

8. COSTS

Each party will bear their own costs associated with the negotiation, preparation and execution of this Deed.

9. ENTIRE AGREEMENT

- (a) This Deed constitutes the entire agreement between the parties in relation to its subject matter.
- (b) Any statements made in negotiations giving rise to, or that have preceded this Deed, which are not set out in this Deed, do not form part of this Deed.

10. WAIVER

- (a) A party's failure or delay to exercise a power or right contained in this Deed does not operate as a waiver of that power or right.
- (b) The exercise by a party of a power or right does not preclude either its exercise in the future or the exercise of any other power or right by the party.
- (c) A waiver is not effective unless it is in writing.
- (d) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

11. AMENDMENT

Any amendment or variation to this Deed is not effective unless it is in writing and signed by the parties.

12. COUNTERPARTS, FACSIMILE AND EMAIL

This Deed may be executed in any number of counterparts, which may be exchanged by facsimile or email, and all of which taken together constitute one instrument.

13. GOVERNING LAW AND JURISDICTION

- (a) This Deed is governed by and construed under the law in the State of Queensland.
- (b) Any legal action in relation to this Deed against any party or its property may be brought in any Court of competent jurisdiction in the State of Queensland.
- (c) Each party by execution of this Deed irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of the Courts of Queensland specified in this provision in relation to both itself and its property.

14. JOINT AND SEVERAL LIABILITY

Where more than one party has the same obligation under this Deed, this Deed binds them jointly and each of them severally.

15. FURTHER ASSURANCES

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect or complete the transactions contemplated by this Deed.

16. SEVERENCE

If any part of this Deed is found to be void, voidable, illegal or unenforceable then that part shall be severable from and shall not affect or derogate from the enforceability or validity of the rest of this Deed.

17. NOTICES

- (a) Any notice, statement or demand required or permitted under this Deed shall be in writing and may be served in any manner recognised by law or by email, hand delivery or mail addressed as follows:

Council

Chief Executive Officer
Murweh Shire Council

Postal Address
PO Box 63
CHARLEVILLE QLD 4470

Address for Hand Delivery
95 – 101 Alfred Street
CHARLEVILLE QLD 4470

Email Address
ceo@murweh.qld.gov.au

Association

Postal Address
c/- Gladstone Legal
14 Goondoon Street
GLADSTONE CENTRAL QLD 4680

Address for Hand Delivery
c/- Gladstone Legal
14 Goondoon Street
GLADSTONE CENTRAL QLD 4680

Email Address
paul@gladlegal.com.au

- (b) If notice is sent by:

- (i) email, it shall be deemed to have been served on the business day following transmission (unless evidence of a failed transmission is immediately received by the party transmitting the email);
- (ii) hand delivery, it shall be deemed to have been served on the day the document is left at the address for hand delivery (or if the document is served on a day that is not a business day in the place of delivery or after 5.00pm on a business day, on the next business day).
- (iii) mail, it shall be sent by pre-paid post and shall be deemed to have been served seven (7) days after date of posting.

EXECUTED AS A DEED

Dated this _____ day of _____ 2020

SIGNED SEALED AND DELIVERED for and on)
behalf of **MURWEH SHIRE COUNCIL** by the)
CHIEF EXECUTIVE OFFICER pursuant to the)
Local Government Act 2009 in the presence)
of:) _____
) Chief Executive Officer Signature
)
)

Signature of Witness)

Print Name

Date

SIGNED SEALED AND DELIVERED by)
CHARLEVILLE KINDERGARTEN ASSOCIATION)
INC pursuant to its Constitution and the)
Associations Incorporation Act 1981 in the)
presence of:) _____
) Signatory 1
)
)

Signature of Witness) _____
) Position of Signatory 1
)
)

Print Name) _____
) Signatory 2
)
)

Date) _____
) Position of Signatory 2



Recommendation / Report

From: Jamie Gorry – Director of Corporate Services
Ordinary Meeting – 18 March 2021

SUBJECT

Draft Policy for MSC Volunteer Policy

PROPOSED RESOLUTION:

“That Council adopt the Murweh Shire Council, Volunteer Policy as presented.”

BACKGROUND:

Purpose Attached is a copy of the draft Murweh Shire Council – Volunteer Policy

Financial Risks: Nil

Environment Risks: Nil

Social Risks Nil

Recommendation

“That Council adopt the Murweh Shire Council, Volunteer Policy as presented.”



Murweh Shire Volunteer Policy

Murweh Shire Visitor Information Centre

Adopted: March 2021

Policy No:	COV-009
Council Resolution Ref:	
Date Adopted:	18 March 2021
Review Date:	March 2024
Version No:	

Background & Context

Murweh Shire Visitor Information Centre is committed to providing excellent service to its customers and tourism operators throughout all areas of Council's activities and with a variety of engagement mechanisms. The existing and future contribution made by volunteers in this regard is highly valued by Council, as it is through the input of volunteers that Council is able to offer extended assistance in a variety of the services which it offers.

In accordance with the Workplace Health and Safety Act 2012 and supporting regulations, Council must provide a safe environment for its employees, contractors, volunteers and visitors who are all deemed as workers under this Act. It is therefore imperative that the following policy is adhered to by all of Council's volunteers.

Volunteers will only undertake duties that assist Council to enhance the quality of lifestyle and tourism within Murweh Shire Local Government Area, the role of a volunteer is not intended to be a substitute for the functions of qualified, nor employed staff.

In addition it is our mission to maximize the level of enjoyment experienced by each visitor so they choose to return and/or share their great experiences of our Shire with friends, family and fellow travellers.

Purpose & Scope

Council acknowledges that volunteers contribute to the political, social, economic, environmental and cultural well-being of the Murweh Shire community by:

- Strengthening community cohesion, social wellbeing, and trust.
- Expanding the knowledge of the tourist travellers and giving excellent customer service and verbal communication.
- Expanding the ability of the community to respond to the needs of its citizens and provide a range of services and activities.
- Engaging the community in protecting local resources, improving the physical environment, support for environmental issues and extending the range of Council services to the community.
- Encouraging understanding of, and acceptance of, culture, diversity and difference.

This policy includes clear procedures and processes to support volunteering. This policy applies to all volunteers involved in the Murweh Shire Visitor Information Centre organised activities,

including Council staff, who volunteer to be involved in activities external to their normal workplace duties. The primary purpose of the Murweh Shire Council Volunteering Policy is to define clear guidelines for participation by volunteers to allow individuals to have a clear understanding of the nature and commitment of their involvement in Council activities.

Definitions

Volunteering is an activity which is:

- of benefit to the community and the volunteer
- undertaken of the volunteer's own free will and without coercion
- for no financial payment; and
- in a position not designated as paid.

A Designated Staff Member will be responsible for supervising a volunteer. The Designated Staff Member can be a Manager, Supervisor of a section or such other member of staff so appointed to supervise volunteers. This role will form part of the Designated Staff Member's normal duties. The Designated Staff Members responsibilities may include to:

- Develop a role description or list of duties for the volunteer;
- Ensure a set of standard operating procedures for the volunteer's work;
- Development and review of operating guidelines;
- Conduct the induction of the volunteer;
- Ensure all induction requirements are complete;
- Conduct the probationary review of the volunteer;
- Provide leadership and support to the volunteer;
- Organise and allocate tasks and coordinate operational work where required;
- Ensure appropriate performance by the volunteer;
- Review the volunteer's performance annually during the time they volunteer with Murweh Shire Council;
- Engender an environment of inclusion of the volunteer in processes and decision making of the work area;
- Ensure appropriate access to training for the volunteer.

The Designated Staff Member will be provided with appropriate guidance to fulfil their responsibilities to the volunteer.

Policy Provisions

IMPLEMENTATION AND ACCESS

a) Role statement for a volunteer position

The relevant supervisor (or designated staff member as supervisor) will develop a role statement that clearly outlines the volunteer role and the expectations of Council. The role statement confirms the understanding that volunteers are engaged for specific tasks. It ensures that all volunteers are clear about what is expected of them in their role. If the role is very short term, like a tree-planting day for example, the tasks will be listed in the registration form. Longer-term placements and roles that are more complex require a more extensive role statement.

b) Selection and Appointment

People expressing an interest in a volunteer role with Council will complete a registration form and be given a role statement for the role they are interested in. The role details may be listed on the registration form or within a standalone volunteer role statement. This will depend on the duration and complexity of the role. Prospective volunteers will be required to meet with the relevant supervisor for the position or such other staff member designated to be responsible for volunteers in a department of Council and depending on the duration and complexity of the volunteer engagement, may be required to attend an interview.

At the time of the interview, volunteers will be given information about the role and any associated conditions required for the placement. Applicants who do not meet the selection criteria may not be accepted for the role and will be advised of the outcome. Once selected the supervisor will ensure that all documents are placed in a secure file and recorded in their personnel file and as appropriate also inform Workplace Relations.

c) Obligations of Volunteers

Volunteers are expected to maintain the same standards of confidentiality, courtesy, organisational discipline and compliance with Code of Conduct and other relevant policies as are required of paid employees. Volunteers are to be issued with a copy of Council's Code of Conduct.

Engagement and service as a volunteer with Council will not be construed as providing any access to, or right for consideration for, future paid employment with Council.

d) Volunteers assisting in the provision of Council services have the right:

- To work in a healthy and safe environment,
- To be interviewed and engaged in accordance with equal opportunity and Anti-discrimination legislation,
- To be adequately covered by insurance and effective workplace health and safety procedures,
- To be given accurate and truthful information about Murweh Shire Council related only to their volunteering role,
- To be reimbursed for reasonable out-of-pocket expenses as agreed,
- To be given a copy of Murweh Shire Council's Volunteer Policy and any other relevant policies and procedures,
- Not to fill a position previously or intended to be held by a paid worker,
- Not to do the work of paid employees during industrial disputes,
- To have a role statement and agreed working hours,
- To have access to a grievance procedure,
- To be provided with an induction to Murweh Shire Council and the specific service/program for which the volunteer is working,
- To have personal and confidential information dealt with in accordance with the Privacy and Personal Information Protection Act 1998,
- To be provided with sufficient training to perform their role,
- Be provided with sufficient resources and support to undertake the tasks for which they have volunteered.

e) Responsibility

The implementation of this policy is the responsibility of the Murweh Shire Visitor Information Centre and the use of volunteers. Departments may develop additional procedures which

reflect the types of programs and volunteers required for their specific areas of activity and give effect to this policy.

f) Procedure

Once a volunteer has been offered a placement an induction will be undertaken to ensure the volunteer is provided with all the information necessary to begin meaningful participation with Council.

The induction will cover the following broad areas:

- Completion of relevant paperwork
- Introduction to Council
- Information about the group/work area
- Code of Conduct and other relevant policies
- Training
- Work Health and Safety legislation and application
- Work Site Introduction and availability of resources

The Visitor Information Centre will maintain a register of all volunteers, and the original of this form is to be registered in their personnel file.

g) Application and Approval

Volunteers must complete a Volunteer Application Form and a Volunteer Agreement Form (copies attached). Before volunteers can start work, the Chief Executive Officer (CEO) (or a Director) must approve their appointment. The Designated Staff Member in charge will provide the volunteer with a copy of this policy and a copy of Council's Code of Conduct.

h) Recruitment

Murweh Shire Council does not regularly conduct recruitment programs for volunteers. Volunteers are welcome to apply to an approved Council organised activity in line with this policy.

i) Working with Children and Police Checks

Council will require the volunteer to undergo the working with children check or relevant police checks for certain activities as appropriate.

j) Procedure and Outline of Duties

Volunteers are to be provided with the activity-specific procedures including risk assessment, hazard identification and control measures for the duties being undertaken.

k) Workplace Accident Cover

Volunteers are covered by relevant insurances including Personal Accident Insurance. Under the Workplace Health and Safety Act 2012, volunteers are considered workers for the purposes of the Act and are to be afforded all appropriate considerations as employed staff in their role with Council.

l) Confidentiality

Volunteers must ensure that any information accessed through their volunteering duties remains confidential. Any breach of this confidentiality requirement may result in termination of the volunteer's services for breaching the Local Government Act's confidentiality obligations.

m) Probation/Trial Period

In some circumstances Volunteers may be subject to a probationary period. Volunteers will be advised at their induction of the length of their probation/trial period. In most cases a trial would continue for a period of 3 months. Normally a volunteer will have their performance reviewed after one month and then at the completion of the 3 month period. If at the end of this time either party does not feel that the arrangement is working, the voluntary opportunity may be terminated.

Volunteers should expect to have their performance reviewed on a regular basis throughout the duration of their participation with Council as determined by their Designated Staff Member.

n) Attendance

Volunteers are required to advise their supervisor or manager if they are unable to attend work, where scheduled. Council asks all volunteers to give as much notice as possible to their Designated Staff if they are knowingly going to be absent from work.

o) Work Health and Safety Training

Before starting work volunteers must participate in a program which familiarises them with workplace health and safety requirements. This program includes consultation with the supervisors as to the hazards at the site and controls developed. Volunteers must take reasonable care for the health and safety of people at work. Volunteers are also required to cooperate with the supervisor in the interest of health, safety and welfare and report any unsafe acts or unsafe conditions associated with their work.

Volunteers will be provided with a brief induction to the organisation by the organising staff member. Further training will be provided as required.

Volunteers who will be working on Council land, which is deemed to be a Construction Site, must have attended a WorkCover Accredited General Construction Induction work in QLD Course and have with them at all times their General Construction Induction Card (white card).

p) Media Protocols

Council policy states that only authorised personnel will provide comment to the media. All media inquiries must be directed to the Communications Officer or Chief Executive Officer. If this person is not available, an appropriate person will be appointed as media liaison at the time of the event. Under no circumstances should the volunteer offer to answer any questions

or comment in anyway.

q) Cessation of service

Volunteers are an invaluable resource to Murweh Shire Visitor Information Centre. Murweh Shire Council asks all volunteers to give as much notice as possible to their Designated Staff Member before leaving Council. Cessation can occur by either party giving one week's notice or by mutual agreement by both parties. All volunteers are to return any materials, files (electronic or otherwise) etc belonging to the Council prior to leaving.

Murweh Shire Visitor Information Centre is committed to constantly improving volunteer opportunities and all feedback regarding the volunteer's experience at Council would be appreciated. If the volunteer is leaving due to any sort of problem or dissatisfaction with Council it would be beneficial if they notified the Designated Staff Member as to their reasons. Confidentiality will be respected in all matters.

r) Statement of Volunteer Service

A Statement of Voluntary Service will be available at any time after the completion of 3 months voluntary service with Murweh Shire Council. It will contain the following information – Commencement date, length of voluntary service and key duties and responsibilities. The Statement of Service will be signed on behalf of the Designated Staff Member. Murweh Shire Council does not provide written references. Individual work sections may wish to provide their own informal recognition to their volunteers where it is considered that such voluntary service merits such recognition.

Objectives

- Recognise and value the substantial and ongoing contribution made by volunteers and voluntary groups to the quality of life of the community and tourists of the Murweh Shire.
- Work in partnership with community groups, the business sector and relevant stakeholders to develop volunteering opportunities, promote volunteering, raise the profile of Volunteerism and facilitate access to information about volunteering opportunities.

Related Documentation

APPENDIX A

Murweh Shire Council – Volunteer Checklist
Murweh Shire Council – Volunteer Application Form
Murweh Shire Council – Volunteer Agreement Form
Murweh Shire Council – Volunteer Role Statement Template
Murweh Shire Council – Volunteer Induction Declaration

Approval & Review

Murweh Shire Visitor Information Centre will review this policy annually or as required.

Approval Date: XX XX XX



VOLUNTEER POLICY – APPENDIX A

Volunteer Application Form

Name	
Phone	
Address	
Email	
Why do you want to work at the Murweh Shire Visitor Information Centre?	
Skills, interests or work experience	
Days & Times Available	
What volunteer positions are you interested in?	
Do you have any medical or other health conditions? Yes / No If yes, specify:	
Emergency contact Name: Telephone: Relationship to	
Referee Name: Telephone:	
I declare this information to be true and correct to the best of my knowledge.	
..... Signature of Volunteer Date

Checklist for Volunteer Positions

Please circle as appropriate

Role Statement for position completed	Yes/No
Registration Form received	Yes/No
Agreement Form received	Yes/No
Designated staff member appointed	Yes/No
(name of staff member)	
Designated Staff member has reviewed requirements of this policy and for their specific role:	Yes/No
Interview conducted	Yes/No
Date(s) of interviews: ____/____/____,	____/____/____
Police check and/or Working with Children check undertaken (if applicable)	Yes/No
Code of Conduct provided to volunteer	Yes/No
Induction program organised	Yes/No

The induction will cover the following broad areas:

- Completion of relevant paperwork
- Introduction to Council
- Information about the group/work area
- Code of Conduct and other relevant policies
- Training
- Work, Health and Safety
- Work Site Introduction

Volunteer Name

Volunteer Signature

.....

.....

Date:____/____/____

Visitor Information Centres Coordinator
Name

Visitor Information Centres Coordinator
Signature

.....

.....

Date:____/____/____

Volunteer Agreement Form

I, (volunteer's name) _____ agrees that:

- I understand volunteer rights & responsibilities
- I understand referees may be contacted by the Visitor Information Centres Coordinator or HR Manager
- I will carry out volunteer duties as set out in the handbook or as directed
- I will be reliable and accountable
- I understand probity checks will be contacted where necessary
- I will read and comply with Council's Code of Conduct and Works Health and Safety policies
- I will undertake any training provided by Murweh Shire Council
- I will undertake the induction program provided by Murweh Shire Council
- I will respect confidentiality and privacy
- I will ask for help and support when needed
- I will give reasonable notice when I no longer wish to volunteer

Murweh Shire Council may terminate my volunteering service if I do not comply with this agreement

Signature of Volunteer: _____

Date: ____/____/____

Note: if applicant is under the age of 18 a parent or guardian must co-sign this application and the volunteer must be supervised at all times by a responsible adult.

Name of Parent/guardian (print) _____

Signature of Parent/guardian: _____

Date: ____/____/____

Volunteer Mission Statement

Position Title: _____

Section/Unit: _____

Staff member responsible: _____

OUR MISSION:

To provide in a friendly and welcoming manner, quality information and other services to any person that may inquire

Volunteer Name

Volunteer Signature

Date: ____/____/____

Name – Visitor Information Centres Coordinator

Signature – Visitor

Information Centres Coordinator

Date: ____/____/____

Declaration of Volunteer – Induction Program

I _____ acknowledge I have attended the induction program at Murweh Shire Council.

Name: _____ Commencement Date: _____

Tick off each item and enter the date and initial of person being inducted as a record of completion	Date & Initial
1. Volunteer Handbook <input type="checkbox"/> Privacy information <input type="checkbox"/> Murweh Shire Visitor Information Centre Volunteer Handbook has been read and understood <input type="checkbox"/> Volunteer Application Form has been completed	
2. Workplace Health & Safety <input type="checkbox"/> Provided Safety Handbook <input type="checkbox"/> Manual Handling <input type="checkbox"/> Emergency Procedures <input type="checkbox"/> First Aid Kit <input type="checkbox"/> Incident Report Forms <input type="checkbox"/> Murweh Shire Council Workplace Health & Safety Policy has been read and understood	
3. Visitor Information Centre Tour <input type="checkbox"/> Toilets – public and staff <input type="checkbox"/> Kitchen facilities – fridge, tea, coffee, milk <input type="checkbox"/> Photocopier / Fax <input type="checkbox"/> Public Internet Access <input type="checkbox"/> Phone System <input type="checkbox"/> Storage rooms <input type="checkbox"/> Back gate to Railway platform <input type="checkbox"/> Fire extinguisher & First Aid Kit locations <input type="checkbox"/> Bore water tap for tourists	

<p>4. Operational Procedures</p> <ul style="list-style-type: none"> <input type="checkbox"/> Volunteer Attendance Book <input type="checkbox"/> Volunteers Communication Book <input type="checkbox"/> Volunteers monthly roster <input type="checkbox"/> Point of Sales System <input type="checkbox"/> Bookeasy System <input type="checkbox"/> Eftpos system <input type="checkbox"/> Visitor statistics tally <input type="checkbox"/> Public Internet access and printing <input type="checkbox"/> Phone & tally counter <input type="checkbox"/> Souvenirs & craft pricing <input type="checkbox"/> Fact sheets <input type="checkbox"/> Brochures <input type="checkbox"/> Opening/Closing procedures if applicable <input type="checkbox"/> Driver Reviver 	
<p>5. Tourism knowledge</p> <ul style="list-style-type: none"> <input type="checkbox"/> Shire tourism brochure <input type="checkbox"/> Regional Tourism Organisations Guides <input type="checkbox"/> Attractions throughout Shire <input type="checkbox"/> Free camping areas <input type="checkbox"/> Fishing locations <input type="checkbox"/> Water for caravans <input type="checkbox"/> Dump point for caravans <input type="checkbox"/> Recommendations <input type="checkbox"/> REX/ QANTAS Airlines <input type="checkbox"/> Queensland Rail services <input type="checkbox"/> Bus Queensland services <input type="checkbox"/> Business Directory <input type="checkbox"/> Shower facilities – United <input type="checkbox"/> Laundry mat <input type="checkbox"/> LPG gas bottle refills –Mitre 10, Home Hardware, Western Rural, M&L Carriers <input type="checkbox"/> LPG Autogas – United, M&L Carriers 	

6. Uniforms <input type="checkbox"/> Provided with a uniform <input type="checkbox"/> Provided with a name badge <input type="checkbox"/> Appropriate footwear	
NOTES:	

Induction sign off	
Volunteer Signature:	Date:
Supervisor Signature:	Date:



Recommendation / Report

From: John Nicholson – Economic Development Officer
Ordinary Meeting – 18 March 2021

Subject

Building Our Regions Projects Funding

PROPOSED RESOLUTION:

- A) That the following projects have allocations in Councils Budget 2020/21
 - I. Extension to showgrounds gym amounting to \$265,120
This includes Charleville Gym Associations contribution of \$65,210
 - II. Morven Freight Hub Truck Wash Facility amounting to \$925,100
This includes a Council contribution of \$50,100
- B) That Council commits to delivering both projects as per variations agreements
- C) Council acknowledges responsibility for any funding shortfall if costs or other contributions change

BACKGROUND:

A resolution was passed in December regarding these projects however the Department require that (B) and (C) also be included in the Council motion.

Purpose

Building our Regions (BoR) requested that Council provide a resolution that the following projects were allocated in the budget 2020-21.

Financial Risks

The Department require the resolution as part of the funding agreement.



Recommendation / Report

From: Claire Alexander – Contract Accountant
Ordinary Meeting – 18 March 2021

Subject

Proposed Budget Parameters and Timetable 2021-22

PROPOSED RESOLUTION:

That Council endorse the proposed budget parameters and timetable 2021-22.

BACKGROUND:

Purpose

Local Governments are required under the *Local Government Act 2009 and the Local Government Regulation 2012* to prepare a Corporate Plan, Annual Operational Plans, Budgets and long-term financial forecasts.

To assist management and staff in the preparation and development of these documents, endorsement is being sought from Council in regard to the parameters within which budget items are compiled by responsible officers.

Councils are also required under S170 of the *Local Government Regulation 2012* to adopt budgets after 31 May in the year before the financial year and prior to 1 August in the financial year or a later day decided by the Minister.

In order to meet timeframes as specified in the Act, a timetable has been developed by management and is listed in the attached schedule.

Attachments:

Attachment A - Budget Parameters and timetable

Financial Risks: Expenditure in the financial year must have a budget allocation.

Environment Risks: Nil

Social Risks: Nil

Recommendation That Council endorse the proposed budget parameters and timetable 2021-22.

MURWEH SHIRE COUNCIL

BUDGET PARAMETERS AND TIMETABLE 2021-22

EXECUTIVE SUMMARY

Local Governments are required under the *Local Government Act 2009 and the Local Government Regulation 2012* to prepare a Corporate Plan, Annual Operational Plans, Budgets and long-term financial forecasts.

To assist management and staff in the preparation and development of these documents, endorsement is being sought from Council in regard to the parameters within which budget items are compiled by responsible officers.

Councils are also required under S170 of the *Local Government Regulation 2012* to adopt budgets after 31 May in the year before the financial year and prior to 1 August in the financial year or a later day decided by the Minister.

In order to meet timeframes as specified in the Act, a timetable has been developed by management and is listed on page 4 below.

Budget Parameters

To assist Directors and staff in substantiating costs to Council, the following parameters have been developed for the 2021-22 budgets.

Corporate Plan

Corporate Plan was adopted by Council on 12 July 2018. The Corporate Plan 2018-2023 will be implemented annually through Council's Operational Plans and Budgets, which detail specific, necessary actions and their associated costs to meet the current and future needs of the community.

Annual Operational Plan

This year, it is expected that Managers will prepare their draft operational plan in line with (and in parallel to) their 2021-22 budgets.

Council Budget Workshops

A series of budget workshops will be conducted to allow for discussions between councillors and management prior to the completion of the operational plan and budget.

Budgeting ('How Much')

In developing "business as usual" budget for 2021-22, Managers must apply the parameters as approved by Council.

Council Cost Index and Consumer Price Index

1. LGAQ has issued Council Cost Index (CCI) 2021 (TBA) (2020: +1.88%) (2019: +2.0%).
2. Consumer Price Index (CPI):
 - December 2020, +0.90%
 - June 2020, -0.3%
3. Market Sector Goods and Services inflation annual change – 2% (see attached).

Employee costs

Finance and Payroll will co-ordinate the preparation of the salaries and wages budget for 2021-22. Enterprise Bargaining Agreements will be considered in the calculation.

Infrastructure Services will develop a “resourcing plan” whereby staff (mainly outside workforce) time will be allocated to various maintenance, recoverable and capital works program. This is to ensure that Council has enough number of people to deliver the proposed works for 2021-22.

Plant Internal Hire

The recently reviewed plant hire rates will be used and provided to each Director for inclusion in their respective budgets. This will save each Directorate/Department in trying to estimate what figures may be coming across by plant hire recovery.

Other Materials and Services

All other costs relating to the delivery of infrastructure maintenance and operational costs will be increased by +2%.

Major existing contracts must be separately identified in the budget submission.

Similar to prior years, a budget template will be provided to each Director for completion.

New operating expenditure

Directors/Managers may identify new operating initiatives (one off expenditures) during the development of work planning for 2021-22. Prior to including these items into the budget, the CEO will prioritise the items for submission.

All one off initiatives will be identified separately in the budget. In addition, justification must be submitted as part of the budget documentation process, example: Project report or a one page Business Case.

Contingency costs

Where contingency costs are required for capital and operational expenditure (i.e. flood events where there is no external funding source), the estimated contingency cost required is to be identified separately within the budget.

Capital expenditure and planning

Capital project proposal for 2021-22 should be in line with the approved Asset Management Plans.

Capital funding sources must be submitted together with the capital program, for example: grants, subsidies, loans (if required) and reserves (Council reserves or capital grants reserves). A capital submission template will be provided by Finance.

Long term capital expenditure and planning

The budget process also includes the collation of the long term capital program (10 years minimum). This not only covers infrastructure assets but also non infrastructure assets such as land acquisition, computer systems, fleet and general plant and equipment. This information will be used in the development of the long term financial forecast.

Fees and Charges

Council sets a number of fees and charges for services to the community. These services are either a cost recovery fee or a commercial fee.

In calculating cost recovery fees such cost must not exceed the actual cost incurred by Council for the action for which the fee is charged (*Section 97 of the Local Government Act 2009*). Example: issue and renewal of a licence, permit, registration and change of ownership of land.

All commercial fees are calculated as cost plus “profit” including 10% Goods and Services Tax (GST) which must be remitted to the Tax Office. Councils are allowed to charge these types of fees under *Section 262(3) (c) of the Local Government Act 2009*.

Generally, Fees & Charges are to increase by 2 %.

Rates and charges

In 2020-21 financial year, Council undertook a re categorisation of its rating categories which are listed in the Revenue Statement 2020-21. Note that a new rating category introduced is Carbon Farming.

Following this review, it is planned to perform rates modelling scenarios using the updated rating categories and by applying a revised minimum general rate and cent in a dollar.

It is also noted that the land valuation will be conducted by DNR prior to end of June 2021. The new valuation figures will be used for 2021-22 general rates modelling/calculation.

12 month phasing for 2021-22 – Capital Expenditure

More accurate phasing of the 2021-22 Budget will also enable more accurate reporting and better cash management. Managers will be required to plan when their capital expenditure is likely to occur throughout the year.

Variance analysis

The budget submission requires each Manager to include an explanation regarding historical comparisons. The variance analysis should compare the 2021-22 budget submission to the prior year's estimated actual expenditure and the prior year's budget. The variance analysis is required for explanations to the Councillors during the budget deliberations.

Documentation

Detailed cost and qualitative information used by Managers to inform the budget process must be stored and incorporated in the budget spread sheet for future reference and submitted as part of the budget process.

Key Dates: Budget & Operational Plan 2021-22

1. 18 March – Council endorsed budget parameters
2. 18 March – Airport Fees and Charges Approved
3. 15 April – Revenue Policy Approved (Council meeting)
4. April/May/June – Rating Review Presentation/Consultation
5. 12 May – Budget Workshop (Briefing session)
6. 12 May – Review of Corporate Plan
7. 17 June – Adoption of Corporate Plan
8. 17 June – Fees & Charges Approved (Council meeting)
9. 17 June – Presentation of Draft Budget (Council meeting – close)
10. 17 June – Presentation of Draft Operational Plan (Council meeting – close)
11. June/July – Community Consultation
12. 15 July – Adoption of the Operational Plan (Council meeting)
13. 15 July – Adoption of Annual Budget (Council meeting)