

# Boulia Shire Council



## General Meeting

Monday 20<sup>th</sup> January 2020



Photo by Jan Norton

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## BOULIA SHIRE COUNCIL

15<sup>th</sup> January 2020

### NOTICE FOR AN ORDINARY MEETING OF COUNCIL

NOTICE is hereby given that an **ORDINARY MEETING** of the Boulia Shire Council will be held on **Monday 20<sup>th</sup> January 2020** at the **Boulia Airport Terminal** commencing at **10 am** for the transaction of the following business.

Councillor attendance via teleconference is deemed to be in attendance at the meeting with full voting rights (as per Council resolution 2015/4.9).

1. Meeting opening with the acknowledgment of Country and Traditional Owners.
2. Present
3. Apologies / Leave of Absence
4. Declaration of Material Personal Interest / Conflict of Interest
5. Register of Interests – new / or changes recorded
6. Confirmation of Minutes from previous meeting Pg.1
7. Reports from advisory committees (nil)
8. Mayoral Minutes
9. Notice of Motion
10. Request to address Council in a public forum
11. Petition – if tabled
12. Pitta Pitta representation (when requested)
13. REPORTS:

#### ENGINEERS REPORT – GBA CONSULTING

Item E1 Engineering Services Report – News brief Pg.11

#### DIRECTOR OF WORKS AND OPERATIONS

*Nil due to Annual Leave*

#### INFORMATION REPORTS

Item A	NDRRA Flood Damage Works Department	<i>Nil due to Annual Leave</i>
Item B	Foreman, Road Maintenance and Utility Services	<i>Nil due to Annual Leave</i>
Item C	Foreman, Roads Maintenance and Construction	<i>Nil due to Annual Leave</i>
Item D	Rural Lands Protection Officer	<i>Nil due to Annual Leave</i>
Item E	Work Camp Report	Pg.14

#### CHIEF EXECUTIVE OFFICER

Item CEO1	CEO Briefing for December 2019	Pg.15
Item CEO2	Action List	Pg.17
Item CEO3	Head Funding Agreement – Queensland State Government	Pg.21
Item CEO4	Proposed Boulia Shire Planning Scheme	Pg.57
Item CEO5	Annual Report 2018-2019	Pg.60
Item CEO6	Resolution to designate flood hazard areas and defined flood events	Pg.61
Item CEO7	Urandangi Property: Marmanya Office of Fair Trading Divesting Land to Council	Pg.65
Item CEO8	See Closed Session	

ALL COMMUNICATIONS MUST  
BE ADDRESSED TO  
THE CHIEF EXECUTIVE OFFICER,  
BOULIA SHIRE COUNCIL,  
18 HERBERT ST,  
BOULIA. QLD. 4829



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## BOULIA SHIRE COUNCIL

### MANAGER CORPORATE & FINANCIAL SERVICES

Item FM1 Manager Corporate & Financial Services Report Pg.71

### COMMUNITY SERVICES MANAGER

Item CSM1 Community Services Report Pg.76

Item CSM2 See Closed Session

Item CSM3 See Closed Session

### INFORMATION REPORTS

Item F Min Min Encounter Pg.80

Item G Boulia Heritage Complex Pg.82

Item H Boulia Sports and Aquatic Centre Pg.83

Item I Library Pg.85

14. General Business
15. Correspondence for Action
16. Questions for next meeting
17. Late Reports
18. **CLOSED SESSION**

Item CEO8 CEO and DWO Contract renewal due

Item CSM2 Housing Minutes

Item CSM3 Hire of pool for swimming lessons

Ms Lynn Moore  
Chief Executive Officer

### **CLOSED SESSIONS OF COUNCIL ARE NOT OPEN TO THE PUBLIC AND MAY BE CLOSED FOR THE FOLLOWING REASONS:**

#### **Local Government Regulation - 275 Closed meetings**

- (1) A local government or committee may resolve that a meeting be closed to the public if its councillors or members consider it necessary to close the meeting to discuss -
  - (a) the appointment, dismissal or discipline of employees; or
  - (b) industrial matters affecting employees; or
  - (c) the local government's budget; or
  - (d) rating concessions; or
  - (e) contracts proposed to be made by it; or
  - (f) starting or defending legal proceedings involving the local government; or
  - (g) any action to be taken by the local government under the Planning Act, including deciding applications made to it under that Act; or
  - (h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- (2) A resolution that a meeting be closed must state the nature of the matters to be considered while the meeting is closed.
- (3) A local government or committee must not make a resolution (other than a procedural resolution) in a closed meeting.

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## BOULIA SHIRE COUNCIL

### DECLARATION OF INTERESTS

Conflict of Interest	A Councillor has a conflict of interest if their decisions are, or may be seen to be, influenced by their personal interests.
Material Personal Interest	A Councillor has a material personal interest in a matter if a decision or action taken by a Councillor, or any of its committees, on that matter may result in a direct or indirect benefit or loss to themselves or people they are connected with.

Councillors must declare if they have a Conflict of Interest or Material Personal Interest on a matter to be discussed prior to the meeting.

### COMMONLY USED ACRONYMS

<b>ALGA</b>	Australian Local Government Association
<b>CWRPMG</b>	Central West Regional Pest Management Group
<b>DDMG</b>	District Disaster Management Group (Mt Isa)
<b>DRFA</b>	Disaster Recovery Funding Arrangements
<b>DTMR/TMR</b>	Department of Transport and Main Roads
<b>IPWEA</b>	Institute of Public Works Engineering Australia (NAMS.Plus)
<b>LDMG</b>	Local Disaster Management Group
<b>LGAQ</b>	Local Government Association of Queensland
<b>LGMA</b>	Local Government Managers Association
<b>NAMS.Plus</b>	Asset Management System from IPWEA
<b>NDRP</b>	Natural Disaster Resilience Program
<b>NDRRA</b>	Natural Disaster Relief and Recovery Arrangements
<b>OHDC</b>	Outback Highway Development Council
<b>ORRG</b>	Outback Regional Road Group
<b>ORRTG</b>	Outback Regional Roads and Transport Group
<b>OQTA</b>	Outback Queensland Tourism Association
<b>QRA</b>	Queensland Reconstruction Authority
<b>QSNTS</b>	Queensland South Native Title Services
<b>QWRAP</b>	Queensland Water Regional Alliance Program
<b>R2R</b>	Roads to Recovery
<b>RAPAD</b>	Central West Queensland Remote Area Planning and Development
<b>RAPADWSA</b>	RAPAD Water and Sewerage Alliance
<b>REPA</b>	Restoration of Essential Public Assets
<b>RMPC</b>	Roads Maintenance Performance Contract
<b>TIDS</b>	Transport Infrastructure Development Scheme
<b>WQLGA</b>	Western Queensland Local Government Association

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**COUNCILLOR DECLARATION OF INTEREST**  
**Declaration of a Conflict of Interest Form**

Councillor: \_\_\_\_\_

Council meeting date: \_\_\_\_\_

Agenda Item Number: \_\_\_\_\_

I declare that I have a conflict of interest in the above matter (as defined by section 175D of the Local Government Act 2009) as follows: -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I will be dealing with this declared conflict of interest by (please tick):

- a) leaving the meeting while this matter is discussed and voted on.
- b) Staying in the meeting - I have determined that this personal interest is not of sufficient significance that it will lead me to making a decision on the matter that is contrary to the public interest. I will best perform my responsibility of serving the overall public interest of the whole of the Council's area by participating in the discussion and voting on this matter. However, I acknowledge that the remaining councillors must now determine, pursuant to section 175E(4) of the Local Government Act 2009: -
  - (a) Whether I have a real conflict of interest in this matter or a perceived conflict of interest in this matter; and
  - (b) If so, whether: -
    - i. I must leave the meeting while this matter is discussed or voted on; or
    - ii. I may participate in the meeting in relation to the matter, including by voting on the matter.

I understand that the above information will be recorded in the minutes of the Council meeting and placed in the Declaration of Interest Register.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

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**COUNCILLOR DECLARATION OF INTEREST**  
**Declaration of a Material Personal Interest Form**

Councillor: \_\_\_\_\_

Council meeting date: \_\_\_\_\_

Agenda Item Number: \_\_\_\_\_

I declare that I have a material personal interest in this matter (as defined by Local Government Act 2009, section 175B as follows: -

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I will be dealing with this declared material personal interest by leaving the meeting while this matter is discussed and voted on.

I understand that the above information will be recorded in the minutes of the Council meeting and placed in the Declaration of Interest Register.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

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**MINUTES OF THE GENERAL MEETING  
OF THE BOULIA SHIRE COUNCIL  
HELD ON FRIDAY 20<sup>th</sup> DECEMBER 2019  
COMMENCING AT 10 AM**

**Attendance:**

Councillors: Councillor Eric (Rick) Britton  
Councillor Rebecka (Beck) Britton (via teleconference)  
Councillor Sam Beauchamp  
Councillor Brook McGlinchey  
Councillor Jack Neilson

Officers: Ms Lynn Moore (Chief Executive Officer)  
Mrs Nicole Tonkies (Executive Assistant)

**Opening:**

The Mayor opened the meeting at 10.35 am.

Mr Harin Karra and Mr Stuart Bourne entered the meeting at 10.35 am.

**Acknowledgement of Traditional Owners**

The Mayor acknowledged the traditional carers of the land on which Council meets, the 'Pitta Pitta' people, and paid Council's respects to the elders past and present.

The Mayor also acknowledged past and present service personnel.

It has been noted that the Mayor has reminded all Councillors in regards to registration of interests.

**2019/12.1 MINUTES OF THE NOVEMBER 2019 ORDINARY MEETING**

<b><u>Moved:</u> Councillor McGlinchey</b>	<b><u>Seconded:</u> Councillor Beauchamp</b>
That the Minutes of the General Meeting held on 18 <sup>th</sup> November 2019 be accepted.	
<b><u>Carried</u></b>	

**2019/12.2 PROCESSING OF COUNCILLOR DECLARATION OF INTERESTS –  
DECEMBER 2019 ORDINARY MEETING OF COUNCIL**

<b><u>Moved:</u> Councillor McGlinchey</b>	<b><u>Seconded:</u> Councillor Neilson</b>
Council acknowledged receipt of the following Councillor Declaration of Interests relevant to reports in the December 2019 Ordinary Meeting of Council and resolved to handle the declaration as follows:	

Councillor	Agenda Item Number	Type of Declaration	How the interest will be handled
Rick Britton	Item DWO5 - Supply and Delivery with or without Trade-in: One Motor Grader Tender No. T2019/20-9	Conflict of Interest	Councillor Rick Britton has a perceived conflict of interest in the matter and will be leaving the meeting while this matter is discussed and voted on.
Rick Britton	Item D - Rural Lands Protection Officer November 2019 Report	Material Personal Interest	Councillor Rick Britton has a real material personal interest in the matter and, accordingly, must leave the meeting room, including any place set aside for the public, and stay away while this matter is discussed and voted on.

**Carried**

### 2019/12.3 ENGINEERING SERVICES REPORT – NEWSBRIEF FOR NOVEMBER 2019

#### **PURPOSE:**

To inform Council on the progress of various items through an information update.

**Moved: Councillor Rick Britton                      Seconded: Councillor Beauchamp**

That the Engineering Services Report – News Brief for November 2019 be noted.

**Carried**

### 2019/12.4 GRANTS WORK STATUS SUMMARY

#### **PURPOSE:**

To advise Council of the progress of projects being completed with the assistance of either funding provided by Council, State or Federal Grants.

**Moved: Councillor Neilson                      Seconded: Councillor McGlinchey**

That the Grants Work Status Summary on the progress of the funded projects be received for information.

**Carried**

Mr Karra presented to Council the Boulia Works Program for information only.

### 2019/12.5 NDRRA FLOOD DAMAGE WORKS DEPARTMENT NOVEMBER 2019 REPORT

#### **PURPOSE:**

To inform Council of the current utilisation and activities of the Flood Damage Program.

**Moved: Councillor Beauchamp                      Seconded: Councillor Neilson**

That the NDRRA Flood Damage Works Department November 2019 report be received for information.

**Carried**

**2019/12.6 FOREMAN, ROAD MAINTENANCE AND UTILITY SERVICES NOVEMBER 2019 REPORT**

**PURPOSE:**

To inform Council of the current utilisation and activities of the Town Department.

**Moved: Councillor Neilson                      Seconded: Councillor Rick Britton**

That Council receive the Foreman, Road Maintenance and Utility Services November 2019 report for information.

**Carried**

**2019/12.7 FOREMAN ROADS MAINTENANCE AND CONSTRUCTION NOVEMBER 2019 REPORT**

**PURPOSE:**

To inform Council of the current utilisation and activities of the Works Department in line with the Boulia works program.

**Moved: Councillor McGlinchey                      Seconded: Councillor Beauchamp**

That Council receive the Foreman Roads Maintenance and Construction November 2019 Report for information.

**Carried**

Councillor Beck Britton left the meeting at 11.31 am.

*Councillor Rick Britton declared a Material Personal Interest in the Town Common – Stock Route Segregation section of Item D – Rural Lands Protection Officer November 2019 Report due to owning a property adjoining the Town Common boundary. In accordance with the resolution made under 2019/12.2, Councillor Rick Britton left the meeting room, including any place set aside for the public, while this matter was discussed and voted on.*

Councillor Rick Britton left the meeting at 11.34 am.

**2019/12.8 RURAL LANDS PROTECTION OFFICER NOVEMBER 2019 REPORT**

**PURPOSE:**

To advise Council of current activities relating to weed management, pest control, animal management and stock routes.

**Moved: Councillor Neilson                      Seconded: Councillor Beauchamp**

1. That the Rural Lands Protection Officer November 2019 report be received for information.
2. That the Town Common Stock Route Fence/Stock Balk be deferred for investigation on Town Common leasing to be obtained.

**Carried**

Councillor Rick Britton joined the meeting at 11.47 am

**2019/12.9 BOULIA WORK CAMP NOVEMBER 2019 REPORT**

**PURPOSE:**

To advise of the activities of the Boulia Work Camp from 4<sup>th</sup> to 12<sup>th</sup> November.



Councillor Rick Britton declared a Conflict of Interest in the report Item DWO5 Supply and Delivery with or without Trade-in: One Motor Grader Tender No. T2019/20-9 due to being related to a tender applicant. In accordance with the resolution made under 2019/12.2, Councillor Rick Britton left the meeting while this matter was discussed and voted on.

#### **2019/12.14 SUPPLY AND DELIVERY WITH OR WITHOUT TRADE-IN: ONE MOTOR GRADER TENDER NO. T2019/20-9**

**PURPOSE:**

This report seeks approval to supply and deliver with or without trade-in: one motor grader under Tender No T2019/20-9.

**Moved: Councillor Beauchamp                      Seconded: Councillor McGlinchey**

That Bouliia Shire Council accept the tender price of \$502,700 (inclusive of Goods and Services Tax) for the Caterpillar 140M Motor Grader and Trade Unit #101 Caterpillar 160M Motor Grader for \$247,500 (inclusive of Goods and Services Tax) from Hastings Deering (Australia) as per Tender T2019/20-9.

**Carried**

#### **2019/12.15 CENTRAL PETROLEUM LEASE FINALISATION**

**PURPOSE:**

The surrender of Central Petroleum's lease holdings which have been in effect since 2014 to be effective from 22<sup>nd</sup> December 2019.

- a) Lease relating to Lot 55 on CP B2672;
- b) Lease relating to Lot 56 on CP B2672, and
- c) Lease relating to Lot 1 on SP 276179 and Lot 2 on SP 276180.

**Moved: Councillor Neilson                      Seconded: Councillor McGlinchey**

1. That Council confirm the payment to Central Petroleum for the purchase of the Warehouse.
2. That the CEO do all things necessary to finalise the leases including the removal of the leases on the title.

**Carried**

#### **2019/12.16 DEVELOPMENT OF A REGIONAL COMMUNITY PRECINCT – DESIGN GRANT**

**PURPOSE:**

To advise Council of the progress of an application for the design and construction of the Regional Community Precinct incorporating the Post Office, Library government service offices such as QGAP, cultural display area and registered offices for the Pitta Pitta. The building would include a multi purpose area to be used for Governmental agency meetings, digital training centre and Council meetings.

**Moved: Councillor Rick Britton                      Seconded: Councillor Beauchamp**

1. That the Council endorse the application for funding to design and construct the Bouliia Regional Community Precinct and request support to fund 90% of the project through the Building Better Regions Fund Round 4.
2. That Council agree to contribute 10% of the estimated cost of the project and these funds be allocated from Councils reserves.

**Carried**

Councillor Beck Britton and Mr Karra left the meeting at 12.25 pm.  
Meeting adjourned for lunch at 12.25 pm.

Meeting resumed at 1.20 pm.  
Councillor Beck Britton joined the meeting at 1.20 pm.

Mrs Kaylene Sloman entered the meeting at 1.22 pm.

#### 2019/12.17 CEO BRIEFING FOR NOVEMBER 2019

**PURPOSE:**  
To summarise activities from the CEO office and progress future options for the shire.

**Moved:** Councillor Neilson                      **Seconded:** Councillor Rick Britton

That the CEO Briefing for November 2019 is received for information.

**Carried**

#### 2019/12.18 ACTION LIST

**PURPOSE:**  
To inform Council on the actions taken on the Action List report.

**Moved:** Councillor Beauchamp                      **Seconded:** Councillor Rick Britton

That the updated Action List report be received for information.

**Carried**

#### 2019/12.19 4TH QUARTER OPERATIONAL PLAN REPORT 2018-2019

**PURPOSE:**  
To present the fourth quarter Operational Report for 2018-2019.

**Moved:** Councillor Rick Britton                      **Seconded:** Councillor McGlinchey

1. That Council receive the fourth quarter report on the 2018-2019 Operational Plan for information.
2. That the report be displayed on the Council website.

**Carried**

#### 2019/12.20 RAINBOW GATEWAY HOST AGREEMENT

**PURPOSE:**  
To advise Council of the offer of the continued Host Employer Agreement between Rainbow Gateway and Boulia Shire Council.

**Moved:** Councillor Neilson                      **Seconded:** Councillor Rick Britton

1. That Council endorse the signing of the MOU with Rainbow Gateway for a further period until 30th June 2020.
2. Continue with the program to provide work skills development under supervision by our staff for up to 8 participants.

**Carried**



## 2019/12.21 COUNCIL MEETING DATES FROM JANUARY TO DECEMBER 2020

### **PURPOSE:**

In accordance with Section 277(1) of the Local Government Regulations 2012 notice is to be given when the Ordinary meetings of the Bouliia Shire Council will be held.

**Moved:** Councillor Rick Britton                      **Seconded:** Councillor Neilson

1. That the dates for the Council meetings from January 2020 until December 2020 be ratified and displayed on Council's website and all other approved distribution methods.

Monday 20 <sup>th</sup> January 2020	Airport terminal	10:00am
Monday 17 <sup>th</sup> February 2020	Airport terminal	10:00am
Monday 16 <sup>th</sup> March 2020	Airport terminal	10:00am
Monday 20 <sup>th</sup> April 2020	Airport terminal	10:00am
Monday 18 <sup>th</sup> May 2020	Airport terminal	10:00am
Monday 15 <sup>th</sup> June 2020	Airport terminal	10:00am
Tuesday 21 <sup>st</sup> July 2020	Airport terminal	10:00am
Monday 17 <sup>th</sup> August 2020	Airport terminal	10:00am
Monday 21 <sup>st</sup> September 2020	Airport terminal	10:00am
Monday 19 <sup>th</sup> October 2020	Airport terminal	10:00am
Monday 16 <sup>th</sup> November 2020	Airport terminal	10:00am
Monday 21 <sup>st</sup> December 2020	Airport terminal	10:00am

2. That the location be the Airport terminal meeting room with the commencement time 10-00am.

**Carried**

## 2019/12.22 MANAGER CORPORATE & FINANCIAL SERVICES NOVEMBER 2019 REPORT

### **PURPOSE:**

Financial Summary as at 30<sup>th</sup> November 2019.

**Moved:** Councillor Rick Britton                      **Seconded:** Councillor Beauchamp

That the Manager of Corporate & Financial Services November 2019 Report be received for information.

**Carried**

## 2019/12.23 133 FRAUD AND CORRUPTION CONTROL POLICY AND FRAUD AND CORRUPTION CONTROL PLAN REVIEW

### **PURPOSE:**

Regular review of Council policies and plans ensure that Council maintains an up to date guide for staff to refer to in the day to day management of Council. This report deals with minor changes to an existing policy and plan which does not have any material effect on the intent of the documents.

**Moved:** Councillor Rick Britton                      **Seconded:** Councillor McGlinchey

1. That the policy and plan as presented be adopted.

POLICY	NO.	OFFICER	TYPE
Fraud and Corruption Control Policy	133	Manager of Corporate & Financial Services	STAT

Changes to policy	Page No	Paragraph
List of related documents updated as necessary	1	n/a

PLAN
Fraud and Corruption Control Plan

Changes to plan	Section	Paragraph
Plan year version updated to 2019-2020	Cover Page	n/a
Under Related policies and guidelines – <i>Employee Code of Conduct</i> changed to <i>Code of Conduct</i> <i>Internal Audit Policy</i> changed to <i>Internal Audit &amp; Risk Management Policy</i> <i>Risk Management Policy</i> removed	1.2	
<i>Internal Audit Committee</i> is changed to <i>Internal Audit &amp; Risk Management Committee</i>	4.21	Bullet point one
The word <i>unit</i> is changed to <i>team</i>	5.8	2
The number of Fraud Control Officers is updated to four	5.10	1
<i>Deputy Chief Executive Officer</i> is removed and <i>Director of Works and Operations</i> and <i>Manager Corporate &amp; Financial Services</i> is added	5.10	2
<i>Deputy Chief Executive Officer</i> is removed and <i>Director of Works and Operations</i> and <i>Manager Corporate &amp; Financial Services</i> is added	5.10	Bullet point one
<i>Deputy Chief Executive Officer</i> is removed and <i>Manager Corporate &amp; Financial Services</i> is added	5.10	Bullet point three
<i>Deputy Chief Executive Officer</i> is removed <i>Director of Works and Operations</i> is added <i>Manager Corporate Services</i> is updated to <i>Manager Corporate &amp; Financial Services</i> <i>Senior Administration Officer</i> is removed	6.7	Table

2. That a copy of the changes to the policy and plan be forwarded to the Councillors electronically via email and the Councillor Hub.

**Carried**

## 2019/12.24 MANAGER CORPORATE & FINANCIAL SERVICES - AUDIT & RISK MANAGEMENT REPORT

### **PURPOSE:**

To present the Minutes of the Audit & Risk Management Committee Meeting held on the 13<sup>th</sup> December 2019.

**Moved: Councillor Neilson                      Seconded: Councillor Rick Britton**

That the Manager of Corporate & Financial Services – Audit & Risk Management Report be received for information.

**Carried**

Mrs Sloman left the meeting at 2.11 pm.

## 2019/12.25 COMMUNITY SERVICES NOVEMBER 2019 REPORT

### **PURPOSE:**

To provide Council with an update of the activities associated with Councils' community development activities.

**Moved:** Councillor Beauchamp                      **Seconded:** Councillor McGlinchey

That the Community Services November 2019 Report is received for information.

**Carried**

## 2019/12.26 COMMUNITY GRANTS POLICY UPDATE REVIEW

### **PURPOSE:**

Regular review of Council policies ensure that Council maintains an up to date guide for staff to refer to in the day to day management of Council. This report deals with changes to an existing policy.

**Moved:** Councillor Rick Britton                      **Seconded:** Councillor Beauchamp

1. That Policy 103 - Community Grants Policy as presented be adopted.
2. That a copy of the policy be forwarded to the Councillors electronically via email and the Councillor Hub.

**Carried**

## 2019/12.27 MIN MIN ENCOUNTER NOVEMBER 2019 REPORT

### **PURPOSE:**

To report on the day to day operations of the Min Min Encounter and to promote tourism in the Shire and surrounding region.

**Moved:** Councillor Rick Britton                      **Seconded:** Councillor McGlinchey

That the Min Min Encounter November 2019 Report be received for information.

**Carried**

## 2019/12.28 BOULIA HERITAGE COMPLEX NOVEMBER 2019 REPORT

### **PURPOSE:**

To update Council on the visitations and activities at the Boulia Heritage Complex.

**Moved:** Councillor Neilson                      **Seconded:** Councillor McGlinchey

That the Boulia Heritage Complex November 2019 Report is received for information.

**Carried**

## 2019/12.29 BOULIA SPORTS AND AQUATIC CENTRE NOVEMBER 2019 REPORT

### **PURPOSE:**

To inform Council of the current utilisation and activities of the centre.

**Moved:** Councillor Neilson                      **Seconded:** Councillor Rick Britton

That Council receive the Boulia Sports and Aquatic Centre November 2019 Report for information.

**Carried**

## General Business

**Australia Day Awards** – Councillors discussed nominations received for the 2020 Australia Day Awards. Councillor Neilson left the meeting during all the discussions of the nominations.

Councillor Beck Britton left the meeting at 2.53 pm.

**Independent Living Meeting** – Councillor Beauchamp briefed the Council on the Independent Living Meeting he attended in Longreach.

## Meeting Closure

The Mayor closed the meeting at 3.08 pm.

### Confirmed:

Minutes confirmed \_\_\_\_\_

Resolution No. \_\_\_\_\_

*The full agenda with all reports can be found on the Boulia Shire Council's website under the heading 'Council' with a dropdown box selection of 'Council Meetings'.*

# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Engineering Services Report – News brief for December 2019	<b>DOC REF:</b> Item E1
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<b>REPORT BY:</b>	STUART BOURNE GBA - SENIOR CIVIL ENGINEER	<b>DATE:</b> 13/01/2020
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### CORPORATE PLAN REFERENCE:

Key Priority 2: Building and maintaining quality infrastructure

2.1: Well connected

2.1.1 Develop, manage and maintain Council controlled roads and airport infrastructure to sustain and improve connectivity and safety

2.1.2 Deliver quality roadwork on non-Council roads within quality assurance guidelines

2.2: Well serviced

2.2.1 Provide sustainable and environmentally sound water, sewerage and waste services for the communities within the Shire

2.2.2 Provide and maintain well planned sustainable community assets to meet the needs of our community

### PURPOSE:

To inform Council on the progress of various items through an information update.

### CONTENT:

#### 1. Visits to the Shire

25<sup>th</sup> November – 5<sup>th</sup> December

Seal Supervision – Matt

10<sup>th</sup> – 13<sup>th</sup> December

Flood damage completion pickup – Matt

18<sup>th</sup> December

Council Meeting - Stu

#### 2. Flood Damage Works

For a detailed summary of all Flood Damage events and their status, see attachment.

The March 2018 flood event (North and North West Queensland Low and Associated Rainfall and Flooding 24<sup>th</sup> February – 8<sup>th</sup> March 2018). March REPA submission (BoSC 23.18) has been approved by QRA, value of \$3.99 million. Works to be completed by June 2020. Works have commenced on this program.

The March 2019 Flood Event (Severe Tropical Cyclone Trevor and Associated Low Pressure System 19-27 March 2019) Emergency Works is completed and approved for value of \$1.050m. In Field assessment was held in Boulia on the 16-19<sup>th</sup> September for the REPA works. Submission has been lodged to QRA with Submission value of \$14,706,416.51. Pending second assessment and approval.

An agenda item has been added for the ORRTG Tech meeting 4<sup>th</sup> February regarding the extension of time for flood damage timelines to be changed to 2 years from date of approval.

#### 3. Other

##### Donohue Highway: Outback Way Funding Package 2

Contract	Location	Length	Project Funding	AG Contribution	SG/LG Contribution	Year	Comment
1	111.1-116.5 (Georgina Approaches)	5.16	\$2.18m	\$1.744m	\$0.436m	19/20	Works sealed to the Georgina Bridge.
2	206.5 – 213.5 (Kellys Ck end)	7	\$2.965m	\$2.372m	\$0.593m	19/20 & 20/21	Design Complete
3	213.5-220.59	7.09	\$2.97m	\$2.376m	\$0.594m	20/21	Design Complete

	(Emergency Airstrip end)						
4	233-238,6 (Ridges)	5.6	\$2.36m	\$1.888m	\$0.472m	20/21	Design Complete
		24.85	\$10.475m	\$8.38m	\$2.095m		

There will be 73.4km left to seal after the above is complete which is about 30% (locations left are Lake Wanditti and Pituri to Kellys Ck).

Work has commenced on Stage 6 (Package 2). Double/Double seals on this section were completed in early December. Works from the Georgina Bridge to CH 116.5 to commence in the new year.

Two Tanks and Stage 7 Survey is complete. Design has been commenced.

Request for Tender for Concrete Works (Concrete Culverts and Grids), All Services Bitumen (Vendor Panel) and Cover Aggregate were released in early September. All tenders closed on 27<sup>th</sup> September and 4<sup>th</sup> of October (Concrete). Tenders awarded to Central Hire and Contracting Pty Ltd (Concrete), Boral Resources (QLD) Pty Ltd (All Services Bitumen) and PE & GC Harris (Aggregate).

Concrete works on Outback Way to commence Feb - March 2020.

Reseals on Outback Way CH 36-46 and Urandangi North Rd CH 0-9.1 and CH 86.95 – 93.0 have been completed in late November - Early December. Urandangi Truck pad was also resealed. Remaining pads will be resealed in March - April 2020.

#### 4. LGGSP – Urandangi Tank Relining

Tenders have been released for relining of the ground and elevated water reservoirs at Urandangi to address leaking. Tender closing date Monday 20<sup>th</sup> January 2020.

#### 5. DTMR Contracts

Minor Infrastructure Contract – Sole Invitee CN-13210 has been received for pavement rehabilitation and widening on the Boulia – Dajarra Rd (93E). Works include pulverising the existing seal and widening the seal to 6m from Chainage 2.880 to 5.070. Completion of return package in process, due 7<sup>th</sup> Feb 2020.

Top Limestone Creek estimate currently in progress. Works include upgrading Top Limestone Creek Floodway (CH 45.56 – 45.732Km Boulia Dajarra 93E) from 3 cell x 750mm concrete pipes to 5 cell concrete box culverts. Works also include pavement works on approaches/departures, bitumen sealing and concrete batter protection.

Batter slope management works estimate currently in progress. Slope at chainage 122.94 – 123.11 on Dajarra – Mt Isa Rd 93F requires some rock removed as identified by a DTMR slope survey.

**CONSULTATION:** Nil – information update only

**GOVERNANCE IMPLICATIONS:**

All programmed works allocated within budget guidelines and/or new grant allocation

**CONCLUSION:** Information update only

**RECOMMENDATION:**

That the Engineering Services Report – News brief for December 2019 be received for information.

**ATTACHMENTS:** Flood Damage Events - Detailed Summary

Reviewed and Approved by Chief Executive Officer

Ms Lynn Moore

**Boulia Shire Council**

**Flood Damage Events - Detailed Summary (13/01/2020)**

<b>QRA Event Code</b>	<b>Activation</b>	<b>Type</b>	<b>Submitted Value(Inc PM,Esc and Cont)</b>	<b>Approved Submission Value (Inc PM,Esc and Cont)</b>	<b>Total Expenditure to Date</b>	<b>Status</b>	<b>Comments</b>
BoSC.19.16	Sept. 2016	REPA	\$ 1,626,724.35	\$ 1,625,911.76	\$ 1,940,739.95	Approved	Acquittal Docs submitted to QRA
BoSC.23.18	March. 2018	REPA	\$ 7,200,421.00	\$ 3,994,189.65	\$ 1,592,210.84	Approved	Works Commenced
BoSC.0003.1819E.EWK	Jan/Feb .2019	Emergency Works	\$ 237,341.09		\$ 237,341.09	Pending Approval	Acquittal Docs submitted to QRA
BoSC.0004.1819G.EWK	Mar. 2019	Emergency Works	\$ 1,131,952.82	\$ 1,050,377.03	\$ 1,131,952.82	Approved	Acquittal Docs submitted to QRA
BoSC.0006.1819G.REC	Mar. 2019	REPA	\$ 14,706,416.51			Lodged	Lodged, Awaiting assessment and approval
BoSC.0007.1819E.REC	Jan/Feb .2019	REPA/Betterment	\$ 245,031.26			Lodged	Lodged, Submission include betterment application for 50m Floodway

# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Boulia Work Camp December 2019 Report	<b>DOC REF:</b> Item E
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<b>REPORT BY:</b>	Lyle Paterson Custodial Correctional Officer Townsville Correctional Centre	<b>DATE:</b> 13/12/2019
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**CORPORATE PLAN REFERENCE:**

Key Priority 1: A strong supportive community environment

1.1 Promotion of community events, services and facilities

1.1.1 Build a strong sense of community, capacity and pride by supporting partnerships

**PURPOSE:**

To advise of the activities of the Boulia Work Camp from 2<sup>nd</sup>–13<sup>th</sup> December 2019.

**CONTENT:**

During this period the below community work was conducted:

- Rake and clean yard at the Stonehouse Museum.
- Erect Xmas lights around town.
- Clean and mowed around Airport building.
- Mowed and whipper snipped 12 yards in town.
- Tidy yard of Golf Club house.
- Clean dump and reposition fence.
- Paint interior of Golf Clubhouse
- Whipper snipped garden bed at entrance to town.

**RECOMMENDATION:**

That the Boulia Work Camp December 2019 report is received for information.

Reviewed and Approved by Chief Executive Officer	Ms Lynn Moore
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# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	CEO Briefing for December 2019	<b>DOC REF:</b> Item CEO1
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<b>REPORT BY:</b>	Lynn Moore Chief Executive Officer	<b>DATE:</b> 14/01/2020
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### CORPORATE PLAN REFERENCE:

Key Priority 5: Robust Governance

5.1: Confidence

5.1.1 Manage Council's operations in an effective manner by clearly defining the functions, services, roles and responsibilities of Council

### PURPOSE:

To summarise activities from the CEO office and progress future options for the shire.

### CONTENT:

#### **Regional Community Precinct (Hub)**

Funding application submitted for the Building Our Better Regions Funding Round 4 on December 19<sup>th</sup> 2019. An exceptional amount of work was completed in a short space of time with Council being in the fortunate position of having much of the pre-requisite work completed many months before. The grant is not expected to be announced until May/ June 2020 for successful applications. Council was successful in obtaining a further grant of \$50K to complete hydrological engineering studies to further secure our position.

#### **Enterprise Bargaining**

The progress of this has been delayed over the Christmas period with the consultant Kenneth Hunt making contact with the commission during the week of 10<sup>th</sup> January with the expectation that this will move forward in February.

#### **Marmanya (Rates) – decision by Public Trustee and Office of Fair Trading**

A full report has been submitted for the January meeting.

#### **Town Planning Scheme**

The final completed draft documents are delivered in this January agenda along ready to be approved for community consultation and the request for the State Interest Review. The agenda also has a report on the designated hazards areas and defined flood event levels which need to be decided upon by Council. Urandangi will not be included as having a defined flood event level with any application to construct infrastructure reviewed by Council on a case by case basis.

#### **Future of the Min Min Encounter and tourism attractions**

Over the Christmas period the Min Min Encounter air-conditioning struggled with the extreme prolonged temperatures and stop gap measures had to be put in place. Initially a misting spray has been installed for the condenser units to try to reduce the ambient temperature. However it has been advised that we have an air conditioning engineer come out and review what the issues are as the replacement of these systems are a very costly exercise. Future upgrading of the electronic data system is now being reviewed as the show is 20 years old and the 'computer language' used by our system is now only known by a few select people.

### CEO MEETINGS

DATE	CONTACT	PURPOSE
2/12/2019	ManEx	Weekly catch-up with Senior staff
3/12/2019	Shepherd Services	Review of Asset Management Plans (AMP)
3/12/2019	Shepherd Services	Strategy meeting - AMP

4/12/2019	Kelly – Active Communities	Tennis Court lighting grant
6/12/2019	RAPAD	Teleconference
9/12/2019	Dep State Development	Town Planning Scheme
9/12/2019	LDMG	Bi-annual meeting
9/12/2019	SES	Review of building/equipment
10/12/2019	ManEx	Weekly catch-up
10/12/2019	Official Opening of Shire Hall	Senator Susan McDonald
11/12/2019	Boulia PHCN	Follow up on Wellbeing/clinic
17/12/2019	Drought Co-ordinator - Shane Stone	Breakfast meeting with Mayor to advise on current drought situation
17/12/2019	ManEx	Weekly catch-up with Senior staff
17/12/2019	Go1 teleconference	Staff training program
17/12/2019	TMR - Top Limestone Creek	Tender documentation pricing
18/12/2019	BSC meeting	Monthly meeting
18/12/2019	Dept State Dev - Odette Langham	Town Planning Scheme review
24/12/2019	Holiday shutdown	Until 2 <sup>nd</sup> Jan 2020

**ATTACHMENTS:** Nil

**RECOMMENDATION:**

That the December 2019 CEO report is received for information

Chief Executive Officer

Ms Lynn Moore

## Boulia Shire Council Action List

DATE	RESOLUTION	SUGGESTION	RESPONSIBILITY	COMMENTS
<b>Monday 8th July 2013</b>				
8/07/2013		EBA with unions - Modern Award	CEO and Mayor	<b>14/1/2020 Discussion with the commission by consultant Ken Hunt.</b> 02/12/2019 Certified Agreement documents sent to the four Unions by registered mail and we are waiting for these to be signed and returned to enable these to be submitted to the QIRC
<b>WEDNESDAY 23<sup>RD</sup> AUGUST 2017</b>				
23/08/2017		Rodeo Grounds – Honour Board in Bar Area and compilation of historical records. See what funding is available in the future	CSM	<b>15/01/2020 On hold</b> 01/11/19 This project has gone back to the drawing board. 04/10/2019 A draft for a sign has been done, will go ahead if approved.
<b>WEDNESDAY, 18<sup>TH</sup> APRIL 2018</b>				
22/8/2018		Cllr Beauchamp: Consider heritage signage at the Boulia clinic.	CSM	<b>15/01/2020 Signage received ready for installation</b> 02/12/2019 Signs submitted Nov Council meeting – will be installed when received. 01/11/19 Staff finalising some signage for our heritage walk for the hospital. 9/8/2019 Signs to be installed at the finalisation of project. 31/5/2019 As stated this is stage two with other signs and depends on budget.
<b>Friday 26<sup>th</sup> October 2018</b>				
26/10/2018	2018/10.27	- That the Boulia Sports and Aquatic Centre 24hour Member access be controlled by Policy 147 Boulia Sports and Aquatic Centre Members Policy.	WHS/DWO	06/12/2019 Faulty lock has been sent. Return to supplier for replacement.
13/05/2014	2014/5.2	That Council investigate options for the development of the Council Offices and that Council develop a project plan in readiness for future funding opportunities – Project: Regional Development (precinct)Hub	CEO	<b>14/1/2020 - Application submitted to BBRF 19<sup>th</sup> December 2019 due for release in May 2020 if successful. Ongoing progress with further funding received to progress hydrological studies on site.</b>
<b>Monday 18<sup>th</sup> February 2019</b>				
18/02/2019	2019/2.13	- That Council authorise the CEO to commence liaising with the Office of Fair Trading and the Public Trustee to resolve the ongoing issue of	CEO	<b>14/1/2020 Full report in January Council agenda.</b> 02/12/2019 See CEO report this month. Expect land to be transferred to Council.

Item CEO2

		the outstanding rates on the account of Marmanya Development Association Inc		
<b>Wednesday 20<sup>th</sup> March 2019</b>				
20/03/2019		Cllr Beck Britton: Look at putting previously filmed interviews on the Min Min Lights/Boulia up on the Council Facebook page/website.	EA/CSM	<p><b>15/01/2020 Full interview clip to be loaded onto the Council website rather than small snippets on Facebook</b></p> <p>01/11/2019 EA is working on loading some of these interviews currently.</p> <p>04/10/2019 These will also be put onto USB for filming in new film room at Complex.</p> <p>28/3/2019 Tourism Officer managing social media will put up links as the interviews are long.</p>
<b>Wednesday 17<sup>th</sup> April 2019</b>				
17/04/2019		Cllr Neilson: Consider making a short clip promoting Boulia to distribute on Social Media when recruiting for staff.	CSM	<p><b>15/01/2020 In progress, Media Officer has undertaken some filming.</b></p> <p>02/12/2019 Discussion with the RAPAD group to also promote the region will be happening shortly.</p> <p>04/10/2019 Tourism staff are working on a promotional clip for social media. Concept has been done.</p>
<b>Wednesday 22<sup>nd</sup> May</b>				
22/05/2019		Boundary fence on Cooridgee and Wirrilyerna – check if repairs finished	RLPO/DWO	<p>02/12/2019 Allocation of \$40,000 to repair/replace fencing</p> <p>18/11/2019 On site visit to review possible fencing configuration completed.</p> <p>24/10/2019 Maps to determine the new boundary alignment have yet to be agreed upon.</p> <p>11/10/2019 Meetings have occurred with adjoining properties to the fence, matter in progress.</p> <p>15/07/2019 In progress</p> <p>24/05/2019 RLPO has been out to the Cooridgee Reserve and inspected the boundary fence between Wirrilyerna and Cooridgee and the fence and floodgates/fences are all up and in good order. He was not able to go and check the fence on the other side of the Burke River as the crossing was washed out, the road down to the crossing on Cooridgee side will need some work soon as there is a very long and deep scour running down one side of it. The floodgate/fence on Goodwood/Clearview boundary is still down due to there being water in the river. RLPO has taken photos.</p>

Item CEO2

Wednesday 24 <sup>th</sup> July 2019				
24/07/2019		Cllr Rick Britton: Meeting to be set up with TMR Cloncurry and Cloncurry Council regarding Ardmore mine	CEO	<b>14/1/2020 The Ardmore project is on hold at present – emailed Eric Denham for a meeting later on after everyone returns from the Christmas break.</b> 12/08/2019 In progress – requested via Eric Denham.
24/07/2019		Cllr McGlinchey: No through road sign needed on the Georgina heading to Carlo	DWO	11/10/2019 In progress – to be considered in signage audit. 8/8/2019 In progress.
Monday 18 <sup>th</sup> November 2019				
18/11/2019		Look at perimeter fencing for the moon rock display at the Boulia/Bedourie Town entrance	DWO	06/12/2019 Fence will be installed in February 2020.
18/11/2019	2019/11.17	That Council allocate a figure of \$40,000 for the repair, maintenance or replacement of the Coridgee boundary fence including flood gates.	CEO/EA	02/12/2019 Adjoining landowner advised of Council decision. Letter to George Hacon done with expectation work to be completed by end of Feb 2020.
18/11/2019	2019/11.36	That Council proceed with the Facebook Checkfront online booking system.	CSM	<b>15/01/2020 To be progressed further when new Min Min Encounter staff begin.</b> 02/12/2019 Request to proceed completed.
Wednesday 18 <sup>th</sup> December 2019				
18/12/2019		Cllr Rick Britton: To be taken to ORG Tech/Strategic Groups – relationship between activation of road funding money and time span made available for completion of works needs to be adjusted for remote Councils	DWO/GBA	<b>13/01/2020 An agenda item has been added for the ORRTG Tech meeting 4th February regarding the extension of time for flood damage timelines to be changed to 2 years from date of approval.</b>
18/12/2019		Cllr Rick Britton: During upgrades to washdown bay facility, look at possibilities for accommodating double deckers e.g. ramp access in order to prepare for future possibilities in line with Council's organic spelling yard.	DWO	
18/12/2019	2019/12.8	2. That the Town Common Stock Route Fence/Stock Baulk be deferred for investigation on Town Common leasing to be obtained.	DWO/RLPO	<b>14/01/2020 (CEO) DNRME request for information done.</b>
18/12/2019	2019/12.12	That Council offer to engage Mr Gordon Stumbris, through LO-GO Appointments, as Contract Works Overseer for the next 12 months (January 2020 to December 2020).	DWO	<b>14/01/2020 (CEO) Lo-Go advised of the extension.</b>
18/12/2019	2019/12.13	That Council acknowledge the assistance for Work Camp as follows:	DWO	<b>14/01/2020 (CEO) Letter to applicant completed.</b>

Item CEO2

		Applicant Boulia Christian Convention Organisers	Approved/Denied Approved		
18/12/2019	2019/12.14	That Boulia Shire Council accept the tender price of \$502,700 (inclusive of Goods and Services Tax) for the Caterpillar 140M Motor Grader and Trade Unit #101 Caterpillar 160M Motor Grader for \$247,500 (inclusive of Goods and Services Tax) from Hastings Deering (Australia) as per Tender T2019/20-9.		DWO	<b>14/1/2020 (CEO) Accepted and purchase order issued.</b>
18/12/2019	2019/12.15	1. That Council confirm the payment to Central Petroleum for the purchase of the Warehouse. 2. That the CEO do all things necessary to finalise the leases including the removal of the leases on the title.		CEO	<b>14/1/2020 DNRME application to release the lease has been submitted.</b>
18/12/2019	2019/12.19	1. That Council receive the fourth quarter report on the 2018-2019 Operational Plan for information. 2. That the report be displayed on the Council website.		EA	<b>14/01/2020 Uploaded to Council's website.</b>

COUNCILLOR INFORMATION REQUESTS BETWEEN MEETINGS			
Date	Item	Project – or Issue:	Response:
20/03/2019		Cllr Neilson: Look at possibility of creating 'weir's' at the road points at Mucklandama and Bengeacca	06/12/2019 Daniel Larsen, Principal Project Officer (Hydrology) Water Services, Central Region Department of Natural Resources, Mines and Energy.  The Diamantina and Georgina Catchments are very limited in regards to construction of instream storages. The Burke River is within the Channel Country Strategic Environmental Area under the Regional Planning Interests Regulation 2014, which does not allow for construction of storages. Also, the Georgina and Diamantina Resource Operations Plan 2006 list a number of major watercourses where a new instream storage would not be permitted. This includes the Burke River.

RECOMMENDATION	That the Action List item update be received for information
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# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Head Funding Agreement – Queensland State Government	<b>DOC REF:</b> Item CEO3
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<b>REPORT BY:</b>	Ms Lynn Moore Chief Executive Officer	<b>DATE:</b> 20/12/2019
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### **CORPORATE PLAN REFERENCE:**

Key Priority 1: A strong supportive community environment  
Key Priority 2: Building and maintaining quality infrastructure  
Key Priority 3: Economic Development - A sustainable local economy  
Key Priority 4: Caring for the environment  
Key Priority 5: Robust Governance  
Key Priority 6: Supporting local services and facilities  
Key Priority 7: Valuing our greatest asset - people

### **PURPOSE:**

To advise Council of the transition of the Queensland State Government's manner in which it delivers funding to Councils and to endorse the signing of a head agreement with the department.

### **CONTENT:**

In September 2019, the Honourable Stirling Hinchliffe MP, Minister for Local Government, Minister for Racing and Minister for Multicultural Affairs announced the commencement of the new Grants to Local Government Model (the Model). The intent is that all new Local Government grant programs administered by State Departments to Councils will be subject to the new Model. Under the Model's streamlined framework, a new Head Funding Agreement (the Agreement) has been developed. The Agreement is perpetual and will remain in place unless terminated in accordance with Clause 14.1 of the agreement.

The Agreement outlines the obligations of both Council and the State. This single contractual arrangement will not only reduce and streamline the contractual process but provide a uniform set of general terms and conditions between the State and Council.

The key points to note for this new Agreement include:

- The Department of Local Government, Racing and Multicultural Affairs (the Department), on behalf of the State of Queensland, will enter into the Head Funding Agreement with Council.
- There will only need to be one Head Funding Agreement between the State of Queensland and Council for the provision of State funding for Local Government grant programs.
- Other State agencies can then rely on the agreement for the formation of **Project Funding Agreements** for a particular project (or group of projects) under a Local Government grant program.
- Once the State has determined Council is entitled to funding for a particular project (or group of projects) a **Project Funding Schedule** (Annexure A of the Head Funding Agreement) will be provided to Council. Project funding schedules set out the key details for a particular project (or group of projects), including the amount of funding, the project description and milestone and reporting requirements.
- The Head Funding Agreement and a Project Funding Schedule together form a Project Funding Agreement. The Project Funding Agreement will be the agreement under which the State commits to provide project funding to Council for a particular project (or group of projects).

- The Agreement is similar to the Head Agreement for the **Queensland Reconstruction Authority** which we entered into on 18<sup>th</sup> July 2018 between the Council and the Queensland Reconstruction Authority.

**One agreement**

To streamline the arrangements for providing funding, the State has developed a *Head Agreement* that:

- governs the relationship between the State and the recipient in relation to all State funding that may be provided to recipients
- is a perpetual agreement and remains in place until terminated in writing by either party
- provides a uniform set of general terms for the provision of State funding to recipients
- sets out the framework under which the State and the recipient will enter into *Project Funding Agreements* for provision of State funding on a project basis.

Where a recipient is successful in its application for funding, the State will issue a **Project Funding Schedule** which will state how funds will be dispersed. When executed by both parties it will be considered a binding **Project Funding Agreement** under the terms and conditions of the **Head Agreement**. The *Head Agreement* has been designed to be flexible to meet the needs of each of the diverse funding programs administered by the State

- The **Project Funding Schedule** will detail the terms and conditions specific to the approved funding, including reference to the relevant funding guidelines that govern the program, funding type and amount, key date and milestone schedules, payment claim and reporting requirements.
- The **Project Funding Agreement** will comprise the relevant Project Funding Schedule including any special conditions and contain clauses 3-20 of the Head agreement.

**CONSULTATION:** Nil

**GOVERNANCE IMPLICATIONS:**

This will set the basis for all new funding from the State Government.

**RECOMMENDATION:**

That the Council endorse the signing of the Head Agreement which forms the basis of all future funding arrangements with Queensland State Government.

**ATTACHMENTS:**

CEO 3.1 Our signed copy of the Head Agreement which has been sent to Queensland State for signing and return.

Chief Executive Officer

Ms Lynn Moore





# Head Funding Agreement

Between

**The State of Queensland**

(State)

and

**Boulia Shire Council**

(Recipient)

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## Head Agreement Details

<b>Date</b>	20.12.2019	
<b>Parties</b>	<b>State and Recipient</b>	
<b>State</b>	Name and ABN	State of Queensland represented by the Administration Agency, 25 166 523 889
	Address	1 William Street, Brisbane QLD 4000
	Postal Address	PO Box 15009, City East QLD 4002
	Phone	13 QGOV (13 74 68)
	Email	grantsmodel@dlgrma.qld.gov.au
	Attention (Name)	Mr Warwick Agnew
	Attention (Role)	Director-General, Department of Local Government, Racing and Multicultural Affairs
<b>Recipient</b>	Name and ABN	Boulia Shire Council, 20 492 088 398
	Address	Herbert/Burke Streets, BOULIA QLD 4829
	Postal Address	18 Herbert Street, BOULIA QLD 4829
	Phone	(07) 4746 3188
	Email	admin@boulia.qld.gov.au
	Attention (Name)	Ms Lynn Moore
	Attention (Role)	Chief Executive Officer
<b>Recipient Bank Account Details</b>	Account Name	Boulia Shire Council General Account
	BSB	064-000
	Account Number	13911586
	Branch	BRISBANE, QUEEN STREET
	Email (remittance)	ceo@boulia.qld.gov.au

<b>Recitals</b>	<p>A The State funds and administers Grant Programs.</p> <p>B The Recipient may be eligible for funding under one or more Grant Programs.</p> <p>C This Head Agreement sets out the terms and conditions under which the State will enter into project specific arrangements (by execution of a Project Funding Schedule to form a Project Funding Agreement) to provide funding for specific projects (<b>Project Funding</b>) to the Recipient, if the Recipient is successful in an application for funding under a Grant Program.</p>	
<b>Special Conditions</b>	Nil	
<p>By signing below, the parties are entering into an agreement that consists of this cover page and the attached schedules.</p>		
<b>Signed for and on behalf of the State of Queensland</b> by a duly authorised officer in the presence of	<b>Signed for and on behalf of the Recipient</b> by a duly authorised officer in the presence of	
	BOULIA SHIRE COUNCIL	
Signature of witness	Signature of witness	
	K Mooman	
Name of witness	Name of witness	
	Kaylene Sloman	
Signature of Authorised Person	Signature of Authorised Person	
	Dyux Moore	
Name of Authorised Person	Name of Authorised Person	
	Dyux Moore	
Date	Date	
	20/12/19	

## Schedule 1 - General Terms and Conditions

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### 1. Head Agreement Term

This Head Agreement commences on the Head Agreement Commencement Date and continues until it is terminated under this Head Agreement.

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### 2. Head Agreement and Project Funding Agreement Structure

#### 2.1 Purpose of Head Agreement

This Head Agreement:

- (a) governs the relationship between the State and the Recipient in relation to all Funding that may be provided to the Recipient;
- (b) provides the general terms for the provision of Funding to Recipients; and
- (c) sets out the framework under which the State and the Recipient will enter into Project Funding Agreements for the provision of Funding for each Project (**Project Funding**).

#### 2.2 Composition of Head Agreement

- (a) This Head Agreement comprises:
  - (i) the Head Agreement Details (including the Special Conditions (if any));
  - (ii) this Schedule 1 - General Terms and Conditions; and
  - (iii) Annexure A - Template Project Funding Schedule.
- (b) To the extent of any inconsistency between the above documents, the document higher in the list will prevail over the documents lower in the list to the extent of the inconsistency.

#### 2.3 Formation of Project Funding Agreements

- (a) If the Recipient:
  - (i) is successful in its application for Funding;
  - (ii) has made a submission for Funding and is assessed as being entitled to Funding; or
  - (iii) is otherwise allocated Funding by the State,for a Project, for each Project:
  - (iv) the State will prepare a Project Funding Schedule in respect of the Funding for the Project;
  - (v) the State and the Recipient will execute the Project Funding Schedule; and
  - (vi) upon execution of the Project Funding Schedule by the last Party to sign, the State and the Recipient will be deemed to have entered into a separate binding Project Funding Agreement in respect of the Project.

- (b) The Project Funding Agreement will comprise:
  - (i) the relevant Project Funding Schedule (including the Special Conditions); and
  - (ii) clauses 3 to 20 of this Head Agreement.
- (c) If there is any inconsistency between the terms of the relevant Project Funding Schedule (including any Special Conditions) and this Head Agreement, the terms of the relevant Project Funding Schedule will prevail.

## **2.4 Funding not guaranteed**

The Recipient acknowledges that:

- (a) this Head Agreement provides a framework for the formation of Project Funding Agreements; and
- (b) the Recipient's entry into this Head Agreement does not entitle the Recipient to receive any Funding or offers of Funding.

## **2.5 Acknowledgment of Policy Agency and Administration Agency**

The Recipient acknowledges and agrees that, unless otherwise notified by the Policy Agency:

- (a) the Policy Agency has appointed the Administration Agency as its agent to administer the Project Funding Agreement;
- (b) the Administration Agency will hold the Project Funding on trust for the Policy Agency;
- (c) the Administration Agency, as agent for the Policy Agency, is responsible for the payment of the Project Funding to the Recipient; and
- (d) any act or omission by the Administration Agency to the Recipient is in the Administration Agency's capacity as the Policy Agency's agent.

---

## **3. Delivery of the Project**

### **3.1 Recipient obligation to deliver the Project**

The Recipient must deliver each Project:

- (a) in accordance with:
  - (i) the relevant Project Funding Agreement; and
  - (ii) if applicable, the relevant Approved Project Plan;
- (b) if applicable, by the Milestone Dates for each Milestone; and
- (c) by the Project Completion Date.

### **3.2 Recipient's Contribution**

If item 8 of the Project Funding Schedule specifies a Recipient's Contribution for the Project, the Recipient must provide the Recipient's Contribution.

### 3.3 Third Party Contribution

- (a) If item 9 of the Project Funding Schedule specifies a Third Party Contribution for the Project, the Recipient must:
- (i) obtain the Third Party Contribution from the Third Party Contributor and apply the Third Party Contribution only for the purposes of the Project;
  - (ii) if the Recipient is unable to obtain the Third Party Contribution from the Third Party Contributor:
    - A. secure an amount equal to the Third Party Contribution from another third party; or
    - B. contribute an amount equal to the Third Party Contribution as a Recipient's Contribution,and apply that amount only for the purposes of the Project.
- (b) If, at any time, the Recipient receives:
- (i) amounts from a Third Party Contributor in excess of the Third Party Contribution specified for that Third Party Contributor; or
  - (ii) contributions for the purposes of the Project from a third party other than Third Party Contributor,
- that, in aggregate with the Third Party Contributions received, exceed the aggregate of the Third Party Contributions specified in the Project Funding Schedule, the Recipient must immediately notify the State of the amount of the excess contributions received (**Excess Third Party Contribution Notice**).
- (c) Upon receipt of an Excess Third Party Contribution Notice, the State may, in its absolute discretion, reduce the amount of the Project Funding by an amount up to the value of the excess contributions, as specified in the Excess Third Party Contribution Notice.

### 3.4 Approved Project Plan

If required in the Program Guidelines or otherwise under the relevant Project Funding Schedule, the Recipient must:

- (a) prepare and submit a plan for the conduct of the Project to the State for the State's approval, in accordance with the requirements specified in the Program Guidelines or item 12 of the relevant Project Funding Schedule;
- (b) monitor and evaluate the progress, including against the Approved Project Plan (if any);
- (c) advise and seek the State's approval of any changes to the Approved Project Plan (if any); and
- (d) advise the State of any adverse event which may impact on progress against the Approved Project Plan as soon as it occurs and, in any event, not later than ten (10) Business Days of the occurrence of the event.

### 3.5 Project Management

- (a) This clause 3.5 applies for a Project if item 25 of the Project Funding Schedule for the Project states that it applies.



- (b) For the Project, the Recipient must:
- (i) engage or nominate from within the Recipient's organisation a suitably qualified project manager with the relevant skills and experience to undertake the Project and notify the State of the engaged or nominated person (**Appointed Project Manager**); and
  - (ii) advise the State of any adverse event which may impact on progress against the scope of the activities required to deliver the Project as soon as it occurs and, in any event, not later than ten (10) Business Days of the occurrence of the event.
- (c) If, at any time during the Project Funding Agreement Term, the State forms an opinion that the Appointed Project Manager has failed or is failing to adequately discharge the duties of Appointed Project Manager, the State may:
- (i) request a meeting with the Recipient (and the Appointed Project Manager) to discuss the Appointed Project Manager's performance; and
  - (ii) notify the Recipient of requirements for improvement in the performance of the Appointed Project Manager (**Improvement Notice**).
- (d) If the Appointed Project Manager does not, in the State's reasonable opinion, implement the requirements for improvement specified in the Improvement Notice within a reasonable period (which may be specified in the Improvement Notice), the State may direct the Recipient to engage or nominate another person as the Appointed Project Manager. The Recipient must comply with a direction to replace the Appointed Project Manager.
- (e) The Recipient will allow the State and its agents:
- (i) access to the sites in which the Project is being conducted prior to, during and/or after completion of the Project; and
  - (ii) access to the Appointed Project Manager on three (3) Business Days' notice, and will render all reasonable and necessary assistance to enable those persons to:
    - A. undertake project monitoring; and
    - B. oversee the progress of the Project and development on a regular basis.
- (f) The Recipient agrees that:
- (i) the Recipient is fully responsible for all aspects of the planning, design, construction, completion and operation of the Project; and
  - (ii) no comment on or approval or rejection of any documents, reports or plans by the State under or in connection with the Project Funding Agreement shall affect such responsibility of the Recipient or give rise to any obligation or liability on the part of the State.

### 3.6 Construction and Contracting

- (a) This clause 3.6 applies for a Project if item 26 of the Project Funding Schedule for the Project states that it applies.
- (b) The Recipient is responsible for obtaining all Approvals required for the conduct of the Project.

- (c) The Recipient must not commence the physical construction or any portion or stage of a Project until all Approvals required for such commencement or the relevant portion or stage have been obtained, unless otherwise approved in writing by the State.
- (d) For each Project, the Recipient must commence the physical construction by the dates specified in the relevant Approved Project Plan unless otherwise approved in writing by the State.
- (e) The Recipient acknowledges and agrees that the Project Funding for a Project may be withdrawn if the Recipient has not commenced or is not otherwise meeting the timeframes for the Project set out in the Approved Project Plan.
- (f) The Recipient may engage a contractor to undertake all or any part of the Project in accordance with clause 3.6(g).
- (g) The Recipient must ensure that any contractor engaged by it to undertake all or part of a Project:
  - (i) has the necessary licences, qualifications, skills and experience to undertake the contracted work in a professional and competent manner;
  - (ii) undertakes the contracted work in a professional and competent manner and is obliged to comply with all applicable laws;
  - (iii) holds and maintains appropriate levels of professional indemnity, workers compensation and public liability insurance;
  - (iv) keeps and maintains full and accurate records and accounts of the conduct of the Project as that required of the Recipient under the relevant Project Funding Agreement and grants access to the State to those records and accounts as stipulated under the Project Funding Agreement;
  - (v) complies with all the applicable terms of the Project Funding Agreement with respect to the construction and delivery of the Project under the Approved Project Plan as if the contractor was a party to the Project Funding Agreement;
  - (vi) does not sub-contract the contracted work without first obtaining a written consent from the Recipient; and
  - (vii) is responsible for all acts and omissions of any sub-contractor engaged by the contractor in performing such sub-contracted work.
- (h) The Recipient will not be relieved of any of its obligations under the Project Funding Agreement by reason of having engaged a contractor.
- (i) The Recipient must provide copies of the contractor's insurances, stipulated in item 27 of the Project Funding Schedule for a Project, to the State at any time when requested by the State.
- (j) The Recipient must ensure that it obtains certificates of renewal from the contractor for the insurances detailed in item 27 of the Project Funding Schedule for a Project and must provide copies of those renewals to the State at any time when requested by the State.

### **3.7 Notification and Disclosure to the State**

The Recipient must promptly notify the State of any matters the Recipient reasonably considers may affect the Recipient's ability to:

- (a) deliver a Project in accordance with the Milestones and by the Project Completion Date;
- (b) carry out a Project generally, and in accordance with the Approved Project Plan (if any); or
- (c) otherwise comply with the terms and obligations of the relevant Project Funding Agreement and the Program Guidelines.

---

## **4. Project Funding**

### **4.1 Payment of the Project Funding**

- (a) For each Project, subject to:
  - (i) the terms of the relevant Project Funding Agreement;
  - (ii) the Recipient not being in breach of the relevant Project Funding Agreement; and
  - (iii) the Recipient's satisfaction of the Milestone Requirements for the relevant Milestone under the relevant Project Funding Agreement,

the State will pay the Recipient the Milestone Amount in respect of the Milestone within a reasonable period of the later of:

  - (iv) the Milestone Date; and
  - (v) the date the Recipient:
    - A. satisfies the Milestone Requirements for the relevant Milestone; and
    - B. submits a Payment Claim.
- (b) The State may satisfy a Payment Claim made under clause 4.1(a)(v)B by making a cash payment through an RCTI into the Recipient's Bank Account.

### **4.2 Amount of Project Funding**

- (a) Despite any other provisions of this Head Agreement or the Project Funding Agreement, the Project Funding is the full amount of the State's commitment to the Recipient under the Project Funding Agreement.
- (b) The Recipient acknowledges and accepts that, for the Project:
  - (i) it will not be entitled to any amount in excess of the Project Funding from the State;
  - (ii) it will be solely responsible for all costs, expenses and other liabilities in connection with the Project; and
  - (iii) the State makes no representations about future funding and there is no obligation on the State to provide future funding to the Recipient in respect of any matter, including the Project.
- (c) For each Project Funding Agreement, the Recipient warrants that it has sufficient funds to complete the Project if the amount of the Project Funding is insufficient to deliver the Project.

### **4.3 Use of the Project Funding**

For each Project Funding Agreement, the Recipient must use the Project Funding solely for Eligible Project Costs.

### **4.4 Suspension of Funding**

- (a) The State may suspend payment of any Milestone Amount at any time if:
  - (i) the Recipient fails to comply with a Project Funding Agreement, including failure to meet any Milestone Requirements; or
  - (ii) the State forms the reasonable belief that:
    - A. based on the Recipient's expenditure on the Project to date, the Recipient is unlikely to be able to complete the Project for the Estimated Total Project Cost; or
    - B. the Recipient is unlikely to be able to complete the Project by the Project Completion Date.
- (b) This clause 4.4 does not prejudice the State's rights under a Project Funding Agreement or at law (including the right to terminate under clause 14).

### **4.5 Repayment**

- (a) For each Project, if:
  - (i) at the Project Funding Agreement End Date or earlier termination of the Project Funding Agreement any part of the Project Funding remains unspent; or
  - (ii) at any time the State, acting reasonably:
    - A. determines that it has paid the Recipient an amount that exceeds the Project Funding; or
    - B. forms the opinion or otherwise becomes aware that the Recipient has used, spent or committed the Project Funding otherwise than in accordance with the Project Funding Agreement,

the Recipient must, subject to clause 4.5(b), repay the Project Funding (or a part of the Project Funding, as applicable) to the State, within twenty-one (21) days of notice in writing from the State. The Recipient agrees that if it does not repay the Project Funding in accordance with this clause 4.5, then the Project Funding will be a debt immediately due and payable to the State.

- (b) As an alternative to issuing a notice requiring repayment under clause 4.5(a), the State may in its absolute discretion, by notice to the Recipient, reduce the amount of any Project Funding payable under any Project Funding Agreement formed under this Head Agreement, up to the relevant amount.

### **4.6 Allocation of cost savings**

- (a) This clause 4.6 applies if:
  - (i) there is a Recipient Contribution or Third Party Contributions;

- (ii) at the Project Funding Agreement End Date or earlier termination of the Project Funding Agreement, the actual cost of the Project is less than the Actual Total Project Cost; and
  - (iii) the amount of the Project Funding that has been spent by the Recipient is greater than the proportion of the Recipient's Contribution and Third Party Contributions (as applicable).
- (b) Unless otherwise agreed with the State, the Recipient must repay to the State an amount of the Project Funding calculated in accordance with the following formula:

$$HC \times Savings$$

Where

**HC** is the percentage amount by which the Project Funding spent by the Recipient exceeds the proportion of the Recipient's Contribution and Third Party Contributions; and

**Savings** is the actual cost of the Project incurred by the Recipient less the Actual Total Project Cost.

## 5. Assets

- (a) Unless:
- (i) expressly permitted by the relevant Program Guidelines for a Project; or
  - (ii) an Asset is identified as a "Permitted Asset" in item 22 of the Project Funding Schedule for a Project,
- the Recipient must not use the Project Funding to purchase Assets.
- (b) If the use of Project Funding to purchase Assets is permitted in accordance with clause 5(a), the Recipient must be the legal and beneficial owner of any Asset purchased either wholly or in part with use of the Project Funding.
- (c) The Recipient must:
- (i) only use the Asset for purposes directly related to carrying out the Project;
  - (ii) not sell or otherwise dispose of, encumber, use as a security, or otherwise deal with the Asset without the State's prior written consent;
  - (iii) hold the Asset securely and put in place reasonable safeguards against loss, damage or unauthorised use;
  - (iv) maintain at its expense:
    - A. the Asset in good working order; and
    - B. registration and licensing of the Asset, if applicable; and
  - (v) be fully responsible for, and bear all risks relating to, the purchase, use or disposal of the Asset.
- (d) If the Recipient disposes of an Asset during the Project Funding Agreement Term, the State may, in its discretion, reduce the Project Funding by the value of the disposed Asset.

- (e) If any Asset is lost, damaged or destroyed during the Project Funding Agreement Term, the Recipient will promptly reinstate the Asset (including from the proceeds of insurance, if any), and clauses 5(b) to (e) will continue to apply to the reinstated Asset.

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## **6. Reporting**

- (a) The Recipient must, for each Project Funding Agreement:
  - (i) prepare and submit the Reports to the State in accordance with the timeframes specified in item 19 of the Project Funding Schedule; and
  - (ii) promptly provide such further information in respect of the Project as is reasonably requested by the State from time to time.
- (b) The Recipient must, within a reasonable period from a request by the State, for the purposes of this Head Agreement, prepare and submit a Report to the State that contains, at a minimum:
  - (i) an overview of the status of all Projects that have not yet reached their Project Funding Agreement End Date; and
  - (ii) an overview of all submissions or applications made or proposed to be made to the State in respect of a Grant Program.

---

## **7. Intellectual Property**

### **7.1 Ownership of Intellectual Property**

The State and the Recipient acknowledge that any Project Intellectual Property will vest in the Recipient upon its creation.

### **7.2 Grant of licence to the State**

- (a) The Recipient grants to the State a non-exclusive, irrevocable, perpetual and royalty-free licence to use, adapt for its own use, modify, develop and distribute any Project Intellectual Property or Background Intellectual Property for the purpose of:
  - (i) administering this Head Agreement and any Project Funding Agreements;
  - (ii) discharging the Policy Agency's portfolio responsibilities;
  - (iii) public and financial accountability; and
  - (iv) for any other non-commercial use that is consistent with the State's policy objectives in connection with a Grant Program.
- (b) If the Project Intellectual Property Background Intellectual Property contains or makes use of material which is subject to pre-existing Intellectual Property of a third party, the Recipient must procure the relevant third party to grant to the State a licence on the same terms, and for the same purpose, as set out in clause 7.2(a)

### **7.3 Obligations of Recipient to obtain consent**

Prior to an individual commencing work on a Project the Recipient must obtain from that individual, in writing, and provide to the State upon request, a consent to any act or omission (including the specific acts or omissions as may be necessary) by the Recipient or the State which would otherwise infringe the Moral Rights of that individual.

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## 8. Data Sharing

- (a) The State may at any time during a Project Funding Agreement Term, request that the Recipient provide Data (**Data Request**).
- (b) The Recipient must, within a reasonable period of receipt of a Data Request, provide the requested Data to the State.
- (c) The State may:
  - (i) during the Project Funding Agreement Term; and
  - (ii) subject to obtaining the consent of the Recipient (which consent the Recipient must not unreasonably withhold), at any time after the Project Funding Agreement Term,use and disclose any Data provided by the Recipient for the Permitted Data Use.
- (d) Nothing in this clause 8 limits or affects the State's licence granted under clause 7.

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## 9. Confidentiality

### 9.1 Confidential Information

- (a) In this clause, **Confidential Information** means any and all information of or provided by one party (**Discloser**) to the other party (**Receiving party**) that:
  - (i) by its nature is confidential and includes the Project Funding Schedules, and any information or document relating to the Project Funding Agreement;
  - (ii) is designated by the Discloser as confidential; or
  - (iii) the Receiving party knows or ought to know is confidential;
- (b) but does not include information:
  - (i) which at the time of first disclosure to the Receiving party is in the public domain;
  - (ii) which after disclosure to the Receiving party comes into the public domain otherwise than by disclosure in breach of the terms of this clause;
  - (iii) which the Receiving party can prove was in its possession at the time of first disclosure to it by the Discloser and was not acquired directly or indirectly from the Discloser; or
  - (iv) which the Receiving party received from a third party, provided that as far as the Receiving party is aware (without the need for enquiry) it was not received directly or indirectly from the Discloser in breach of an obligation of confidence owed by the third party to any other person.

### 9.2 Receiving party not to disclose Confidential Information

The Receiving party undertakes to the Discloser that it will not disclose the Confidential Information received by it or suffer or permit it to be disclosed to any person or corporation whatsoever (except if the Receiving party is or becomes required to do so by statute, rule

(including the rules of any stock exchange), regulation, judicial process or the like) unless such disclosure:

- (a) is made with the written consent of the Discloser; or
- (b) is made in accordance with clause 9.3.

### **9.3 Exception for disclosure**

Nothing in this clause 9 will prevent a party disclosing the Confidential Information received by it to:

- (a) its officers, agents, professional advisers and contractors on a need to know basis for the purposes of performing the relevant Project Funding Schedule;
- (b) a Government Authority or the Representatives or advisers of a Government Body provided that before any disclosure of, or grant of access to, any Confidential Information, the relevant individuals are informed of the obligations of confidentiality contained in this Agreement; or
- (c) a Government Body in circumstances where such disclosure is required to be made in accordance with established governmental policies, procedures or protocols or where disclosure is required for public accountability purposes providing that such disclosure is only to the extent required in the relevant circumstances.

### **9.4 Notification of disclosure by law**

If a Receiving party is or becomes required by statute, rule, regulation, judicial process or the like to disclose any of the Confidential Information received by it, that Receiving party must if practicable, prior to any disclosure but in any event promptly following any disclosure, notify the Discloser.

### **9.5 Survival**

The obligations of the Receiving party under this clause will survive the expiry of this Head Agreement.

---

## **10. Acknowledgement of assistance**

- (a) Subject to clause 10(b), the Recipient must comply with:
  - (i) all requirements for acknowledgement of Funding under the relevant Program Guidelines for a Project; and
  - (ii) any specific acknowledgement requirements set out in item 21 of the relevant Project Funding Schedule.
- (b) Before the Recipient makes any public statement or media release about a Project, the Recipient must, unless otherwise stated in the relevant Program Guidelines or acknowledgement requirements set out in item 21 of the relevant Project Funding Schedule:
  - (i) before the proposed publication or release, provide to the State a copy of the proposed statement or publication; and
  - (ii) comply with all requests, amendments or conditions that the State may reasonably require by written notice to the Recipient.
- (c) The Recipient must, as far as practicable:



- (i) notify the State of any media opportunities in connection with a Project;
- (ii) facilitate any reasonable request from the State for a Minister of the State to attend a media event in connection with a Project; and
- (iii) facilitate any inspection of and access to the site of a Project reasonably requested by the State.

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## **11. Privacy and Disclosure of Personal Information**

- (a) If either Party has access to or is responsible for holding Personal Information in order to fulfil its obligations under this Head Agreement or a Project Funding Agreement, the Party must comply, and must ensure that its employees, volunteers, agents and subcontractors are aware of and comply, with the obligations and requirements under the Information Privacy Act.
- (b) Any Personal Information exchanged between the parties will be dealt with in accordance with the public sector privacy regime applicable under any relevant State Government policy, legislation or subordinate law.

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## **12. Records and Audit**

- (a) All financial transactions incurred in the conduct of each Project must be separately identifiable in the Recipient's books of account. All such documentation, including tax invoices, cheques issued and relevant bank statements must be retained by the Recipient for a period of seven (7) years after the relevant Project Funding Agreement End Date and, during this period, be made available to the State in accordance with clause 12(b).
- (b) The State or its nominated agents may, on giving three (3) Business Days written notice to the Recipient:
  - (i) access the premises of the Recipient;
  - (ii) inspect and copy any documentation and records, however stored, in the custody or control of the Recipient related to the Project;
  - (iii) require the Recipient or its employees to provide full and accurate answers to any questions concerning records or information related to the Project; and
  - (iv) undertake an audit to ensure the Recipient has sound planning, governance and management practices to manage the Project and successfully meet its obligations under this Head Agreement and the Project Funding Agreement.

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## **13. GST**

### **13.1 Interpretation**

- (a) Words in this clause 13 that are not otherwise defined in this Head Agreement have the same meaning as in the GST Act unless the context makes it clear that a different meaning is intended.
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.

- (c) A reference to GST payable by a party includes any GST payable by the representative member of any GST group of which that party (or the entity on whose behalf that party is acting) is a member.
- (d) A reference to input tax credits includes input tax credits to which an entity is notionally entitled in accordance with Division 177 of the GST Act and a reference to input tax credits to which an entity is entitled includes any input tax credits to which the representative member of any GST group to which that entity may belong is entitled.

### **13.2 GST exclusive**

Unless otherwise stated, the Project Funding specified in this Head Agreement and the Project Funding Agreements does not include any amount for GST.

### **13.3 Payment of GST**

If provision of the Project Funding is consideration for a taxable supply by the Recipient under the GST Act, the State will pay to the Recipient an amount equal to the GST payable on that taxable supply (**GST Amount**) in addition to the Project Funding, subject to the Recipient first submitting to the State a valid tax invoice in respect of the supply.

### **13.4 Adjustment and reimbursement**

- (a) If, for any reason, including:
  - (i) any amendment to the GST Act;
  - (ii) the issue of a ruling or advice by the Commissioner of Taxation;
  - (iii) a refund to the State or to the Recipient in respect of a supply made under this Head Agreement or a Project Funding Agreement; or
  - (iv) a decision of any tribunal or court,the GST Amount paid by the State under clause 13.3 for a supply differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation on that supply, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to the State as the case may be.
- (b) If a Party is entitled to be reimbursed or indemnified under this Head Agreement or a Project Funding Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the Party is entitled to an input tax credit (or would have been entitled to an input tax credit if that Party had done all things necessary to obtain an input tax credit).

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## **14. Termination of Head Agreement**

### **14.1 Head Agreement termination**

The State may, at any time and in its absolute discretion without any implied duty or terms, by written notice to the Recipient terminate this Head Agreement without giving a reason.

### **14.2 Consequences of Head Agreement termination**

If the State terminates this Head Agreement under clause 14.1:

- (a) it will not affect any Claim either Party may have against the other by reason of any antecedent breach of this Head Agreement and will not relieve either Party of any

obligation under this Head Agreement which is expressed to continue after termination in clause 19.9;

- (b) no new Project Funding Agreements may be formed under this Head Agreement after termination or expiry of this Head Agreement; and
- (c) termination of this Head Agreement will not affect any Project Funding Agreement.

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## **15. Termination of Project Funding Agreements**

### **15.1 Project Funding Agreement termination for default**

The State may immediately terminate a Project Funding Agreement by notice in writing to the Recipient (**Project Funding Agreement Termination Notice**) if:

- (a) the Recipient is in breach of the relevant Project Funding Agreement and:
  - (i) the breach is not, in the State's reasonable opinion, capable of being remedied; or
  - (ii) the breach is capable of being remedied and the Recipient fails to remedy the breach within ten (10) Business Days after a notice to remedy from the State specifying the breach;
- (b) the State is entitled to terminate any other Project Funding Agreement under this clause 15.1; or
- (c) any information the Recipient gives the State is false or misleading in any material respect.

### **15.2 Consequences of Project Funding Agreement termination for default**

If the State terminates a Project Funding Agreement under clause 15.1:

- (a) it will not affect any Claim either Party may have against the other by reason of any antecedent breach of the relevant Project Funding Agreement and will not relieve either Party of any obligation under the Project Funding Agreement which is expressed to continue after termination in clause 19.9;
- (b) the State may, in the Project Funding Agreement Termination Notice or in a further notice given at any time, require the Recipient to repay the whole or any part of the Project Funding provided to the Recipient under this Agreement, by the time stated in the Project Funding Agreement Termination Notice or the further notice. The Recipient agrees that such sum will be a debt due and recoverable by the State; and
- (c) the State is not obliged to provide any Project Funding to the Recipient under the relevant Project Funding Agreement.

### **15.3 Termination by State for convenience**

- (a) The State may in its absolute discretion at any time for any reason (including for its convenience where there is no breach by the Recipient) terminate a Project Funding Agreement by notice in writing to the Recipient.
- (b) Termination under paragraph (a) will take effect from the date specified in the termination notice (not being less than six months after the date of the termination notice unless the Recipient agrees otherwise) (the **Effective Date**).
- (c) If a Project Funding Agreement is terminated under this clause 15.3:

- (i) the Recipient must mitigate its costs resulting from the termination;
  - (ii) the State will only be liable to pay to the Recipient:
    - A. any Project Funding due and not yet made to the Recipient as at the date of termination; and
    - B. provided that the Recipient has taken all reasonable steps to mitigate its costs, the Recipient's reasonable, unavoidable and substantiated costs (up to a maximum amount equal to the Outstanding Amount) of:
      - 1) arranging funding for an amount not exceeding the Outstanding Amount (the **Funded Amount**); and
      - 2) the interest incurred on the Funded Amount (except to the extent the interest incurred exceeds reasonable market rates) for the period commencing no earlier than the date from which the Outstanding Amount (or relevant part) would have been payable under the Project Funding Agreement and ending on the earliest to occur of:
        - a) the Recipient ceasing to undertake or operate the Project; and
        - b) the date the Funded Amount is repaid;
  - (iii) the Recipient will have no other Claim; and
  - (iv) any Claim either Party may have against the other by reason of any prior breach of the Project Funding Agreement or this Head Agreement will not be affected and such termination will not relieve either Party of any obligation under this Agreement which is expressed in clause 19.9 to continue after termination.
- (d) Any notice by the State purporting to terminate a Project Funding Agreement pursuant to any other provision of the Project Funding Agreement, or under the general law, will be taken to be a notice terminating the Project Funding Agreement under this clause to the extent that the State is not entitled to terminate this Agreement pursuant to that other provision or the general law.
- (e) In this clause, **Outstanding Amount** means the amount that is equal to the Project Funding less:
- (i) any amounts already paid or due and payable to the Recipient under or in connection with the Project Funding Agreement; and
  - (ii) each part of any Project Funding to which the Recipient is not entitled in accordance with the terms of the Project Funding Agreement, including by way of clauses 4.4 and 4.5.

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## 16. Dispute Resolution

- (a) Both Parties agree that any Dispute will be dealt with as follows:
  - (i) firstly, the Party claiming that there is a Dispute will serve notice to the other Party setting out the nature of the dispute;
  - (ii) secondly, the Parties will try to resolve the dispute by direct negotiation;

(iii) thirdly, the Parties have ten (10) Business Days from the service of the notice (or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure with the costs and expenses of any mediation or alternative dispute resolution procedure being borne equally between the Parties; and

(iv) lastly, if:

A. there is no resolution or agreement; or

B. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within ten (10) Business Days after completion of the mediation or other alternative dispute resolution procedures, or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days,

then any Party may commence legal proceedings.

(b) Each Party shall, as far as reasonably possible, continue to perform its obligations under this Head Agreement and each Project Funding Agreement notwithstanding the existence of any Dispute or any proceeding under this clause 16.

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## 17. Liability, Release and indemnity

### 17.1 Liability, Release and indemnity

(a) To the full extent permitted by law, the Recipient releases and indemnifies the State, and each of its Representatives (**Indemnified**), from and against all Claims (including any cost of settlement) of any nature incurred or suffered by the Indemnified which may be brought or made by any person directly or indirectly arising from, out of or in connection with:

(i) the Project;

(ii) any breach of this Head Agreement by the Recipient;

(iii) any breach of a Project Funding Agreement by the Recipient;

(iv) any act or omission of the Recipient or their Representatives;

(v) the Recipient's performance of this Head Agreement, a Project Funding Agreement or any other agreement relating to a Project; or

(vi) any infringement (or alleged infringement) of Intellectual Property rights by the Recipient in the course of, or incidental to, performing a Project,

except to the extent that any breach, fault, negligent or unlawful act or omission by the Indemnified directly caused or contributed to the Claim.

(b) The liability of the State under or in connection to this Head Agreement and any Project Funding Agreement (howsoever arising) is limited in aggregate to the amount of the Project Funding provided under the relevant Project Funding Agreement.

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## 18. Insurance

The Recipient must:

- (a) throughout the Head Agreement Term, effect and maintain the insurance policies required by any laws;
- (b) if requested by the State, provide to the State, within twenty (20) Business Days of the Head Agreement Commencement Date copies of the insurance policies required by clause 18(a) and 3.6(g)(iii) and evidence that the policies are current; and
- (c) if requested by the State, provide to the State a copy of the certificates of currency for the renewal of the insurance policies referred to in clause 18(a) and 3.6(g)(iii) (as applicable) within twenty (20) Business Days of the renewal date of the relevant policy.

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## **19. Miscellaneous**

### **19.1 Dealings by the Recipient**

The Recipient may not assign, novate, subcontract or otherwise deal with its rights and obligations under:

- (a) this Head Agreement; or
- (b) any Project Funding Agreement,

or allow any interest in them to arise or be varied in each case, without the prior written consent of the State.

### **19.2 Variation**

This Head Agreement and each Project Funding Agreement may only be varied by a document signed by or on behalf of each Party.

### **19.3 Entire Agreement**

- (a) This Head Agreement constitutes the entire agreement of the Parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- (b) Each Project Funding Agreement constitutes the entire agreement of the Parties relating to the relevant Project, and supersedes all previous agreements, understandings and negotiations on that subject matter.

### **19.4 Severability**

If the whole or any part of a provision of:

- (a) this Head Agreement; or
- (b) any Project Funding Agreement,

is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Head Agreement or the Project Funding Agreement (as applicable) has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Head Agreement or a Project Funding Agreement or is contrary to public policy.

### **19.5 Waiver**

- (a) A waiver by a Party of any rights arising from a breach or non-observance by the other Party of a term of this Head Agreement or a Project Funding Agreement will

not be taken to be a waiver in respect of any other breach or non-observance of the same or any other term.

- (b) The failure by either Party to enforce a term of this Head Agreement or a Project Funding Agreement will not be interpreted as a waiver of that term.

## **19.6 Unexpected Event**

No Party is liable for any failure to perform or delay in performing its obligations under this Head Agreement or a Project Funding Agreement if that failure or delay is due to an Unexpected Event. If that failure or delay exceeds sixty (60) days, either Party may terminate the Project Funding Agreement with immediate effect by giving notice to the other Party.

## **19.7 Compliance with Laws**

The Recipient in carrying out a Project must comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, State, or local authority.

## **19.8 Governing Law**

This Head Agreement and each Project Funding Agreement shall be governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland and any courts that may hear appeals from these courts.

## **19.9 Surviving obligations**

The obligations contained in the following clauses are continuing obligations and will survive after this Head Agreement ends:

- (a) Clause 4.5 (Repayment);
- (b) Clause 5 (Assets);
- (c) Clause 6 (Reporting)
- (d) Clause 7 (Intellectual Property);
- (e) Clause 8(c) (Data Sharing);
- (f) Clause 9 (Confidentiality);
- (g) Clause 11 (Privacy and Disclosure of Personal Information);
- (h) Clause 12 (Records and Audit);
- (i) Clause 13 (GST);
- (j) Clause 14.2 (Consequences of Head Agreement termination);
- (k) Clause 15.2 (Consequences of Project Funding Agreement termination for default) and 15.3 (Termination by State for convenience);
- (l) Clause 16 (Dispute Resolution);
- (m) Clause 17 (Liability, Release and indemnity);
- (n) Clause 18 (Insurance);
- (o) Clause 19.9 (Surviving obligations); and

- (p) any other clause of this Head Agreement expressly stated to survive termination.

## 19.10 Notices

- (a) Subject to clause 19.10(b), and unless expressly stated otherwise in this Head Agreement, all notices in connection with this Head Agreement must be in writing, signed by the sender (if an individual) or a delegated officer of the sender and marked for the attention of the person identified in the Head Agreement Details or, if the Recipient has notified otherwise, then marked for attention in the way last notified.
- (b) If a notice is in connection with a Project Funding Agreement, the notice must be marked for the attention of the person identified as:
- (i) for notices addressed to the State, the State Contact; and
  - (ii) for notices addressed to the Recipient, the Recipient Contact,
- as specified in the Project Funding Schedule.
- (c) Notices will be deemed to have been given:
- (i) if hand delivered, upon delivery;
  - (ii) if sent by prepaid postage, within five (5) Business Days after posting; or
  - (iii) if sent by email, one (1) Business Day after sending, unless an undeliverable report is received, at which time the notice shall be resent.

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## 20. Interpretation and Definitions

### 20.1 Definitions

**Actual Total Project Cost** means, in respect of a Project, the actual aggregate of:

- (a) the Recipient's Contribution, including, for the avoidance of doubt, the costs of the Project that are not Eligible Project Costs;
- (b) the Project Funding; and
- (c) as relevant, any Third Party Contributions.

**Administration Agency** means, for each Project Funding Agreement, the agency specified in item 4 of the Project Funding Schedule, which may include the Queensland Reconstruction Authority.

**Appointed Project Manager** means, for a Project, the person engaged or nominated by the Recipient and notified to the State in accordance with clause 3.5(b)(i) or 3.5(d) of the Head Agreement (as applicable) for the Project.

**Approval** means any licence, permit, consent, approval, determination, certificate or other requirement:

- (a) of any Authority having any jurisdiction in connection with the Project; or
- (b) under any other applicable Statutory Requirement.

**Approved Project Plan** means, for each Project, the plan specified in item 12 of the Project Funding Schedule (if any), as amended by the Recipient and approved by the State in accordance with the relevant Program Guidelines or clause 3.4 from time to time.



**Asset** means any item of real or personal property that is either:

- (a) leased or purchased (in whole or in part) using the Project Funding; or
- (b) transferred to the Recipient for the purpose of delivering the Project.

**Authority** means any government or any governmental or semi-governmental authority, local government, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality.

**Background Intellectual Property** means Intellectual Property owned or controlled by the Recipient, developed prior to or independently of a Project, which the State determines, in its sole discretion, is required:

- (a) for the exercise of the Project Intellectual Property; or
- (b) for the use of the Data provided by the Recipient to the State, including under clause 8.

**Bank Account**, for a Project Funding Agreement, means:

- (a) if a bank account is specified in item 20 of the relevant Project Funding Schedule, that bank account; and
- (b) if no bank account is specified in item 20 of the relevant Project Funding Schedule, the bank account specified in the Head Agreement Details.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand for any cost, loss, injury, damage or expense of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, direct or consequential, whether at law, in equity, under statute or otherwise.

**Commonwealth** means the Commonwealth of Australia.

**Data** means, in respect of a Project Funding Agreement, any data or information of the Recipient specified in item 23 of the relevant Project Funding Schedule, other than data or information of the Recipient that is:

- (a) subject to legal professional privilege; or
- (b) data or information that the Recipient is restricted from disclosing to the State by any Statutory Requirements.

**Department** means the Department of Local Government, Racing and Multicultural Affairs.

**Dispute** means any dispute, controversy, difference or Claim between the Parties as to:

- (a) the construction of this Head Agreement or a Project Funding Agreement;
- (b) the rights or obligations of a Party under this Head Agreement or a Project Funding Agreement; or
- (c) any other matter arising out of or relating to this Head Agreement or a Project Funding Agreement including any question regarding the existence, validity or termination of this Head Agreement or a Project Funding Agreement,

other than one entitling a Party to claim for urgent interim or interlocutory relief.

**Eligible Project Costs** has the meaning given in item 18 of the Project Funding Schedule.

**Estimated Total Project Cost** means, in respect of a Project, the estimated aggregate of:

- (a) the Recipient's Contribution, including, for the avoidance of doubt, the costs of the Project that are not Eligible Project Costs;
- (b) the Project Funding; and
- (c) as relevant, any Third Party Contributions.

**Funding** means:

- (a) generally, funding that may be available to the Recipient under a Grant Program; or
- (b) other funding that the State has allocated or has made available for the purpose of a Project.

**Government Body** means:

- (c) the State of Queensland or the Commonwealth of Australia;
- (d) a Minister, the Parliament of Queensland, the Parliament of the Commonwealth of Australia or a committee of the Parliament of Queensland;
- (e) a department, service, agency, authority, commission, corporation, instrumentality, board, office or other entity established for a State Government or Commonwealth government purpose; or
- (f) a part of an entity mentioned in paragraph (c).

**Grant Program** means a program administered by the State for the provision of funding to a local government or local governments.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Head Agreement** means this agreement entered into between the State and the Recipient.

**Head Agreement Commencement Date** means the date the last Party signs this Head Agreement.

**Head Agreement Details** means the details set out in the table at the beginning of this Head Agreement.

**Head Agreement Term** has the meaning given in clause 1 of this Head Agreement.

**Intellectual Property** includes all copyright (including any future copyright), Moral Rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Milestone** means, for a Project, the milestones set out in item 16 of the relevant Project Funding Schedule.

**Milestone Amount** means, for a Project, the amount of the Project Funding payable for each Milestone, as set out in item 16 of the relevant Project Funding Schedule.

**Milestone Dates** means, for a Project, the dates for achievement of the Milestones, as set out in item 16 of the relevant Project Funding Schedule.

**Milestone Requirements** means, for a Project, the requirements for completion of a Milestone, as set out in item 16 of the relevant Project Funding Schedule.

**Moral Rights** has the meaning given to that term in the *Copyright Act 1968 (Cth)*.

**Party** means the State or the Recipient.

**Payment Claim** means a claim for payment of a Milestone Amount that complies with the payment claim requirements specified in item 17 of the relevant Project Funding Schedule.

**Permitted Data Use** means, for a Project Funding Agreement, the use described in item 24 of the relevant Project Funding Schedule.

**Personal Information** has the meaning given in the *Information Privacy Act 2009 (Qld)*.

**Policy Agency** means, for each Project Funding Agreement, the agency specified in item 5 of the Project Funding Schedule.

**Program Guidelines** means the guidelines applicable to the Grant Program, as specified in item 11 of the Project Funding Schedule, as amended from time to time.

**Project** means:

- (a) generally, the project or group of projects to be conducted by a Recipient using the Project Funding, under a Grant Program, as described in item 6 of the Project Funding Schedule; or
- (b) if the project is not to be funded under a Grant Program, a project to be conducted by a Recipient using the Project Funding, as described in item 6 of the Project Funding Schedule.

**Project Completion Date** means, for each Project, the date specified as the Project Completion Date in item 15 of the relevant Project Funding Schedule.

**Project Funding** means the funds to be provided by the State to the Recipient in the amount set out in item 7 of the Project Funding Schedule, to be paid in the Milestone Amounts.

**Project Funding Agreement** means, for each Project, the agreement formed in accordance with clause 2.3 of this Head Agreement.

**Project Funding Agreement Commencement Date** means the date the Project Funding Schedule is signed by the last Party to do so.

**Project Funding Agreement End Date** means the project funding agreement end date specified in item 15 of the Project Funding Schedule.

**Project Funding Agreement Term** means the period between the Project Funding Agreement Commencement Date and the Project Funding Agreement End Date (inclusive), unless terminated earlier.

**Project Funding Schedule** means, for each Project Funding Agreement, the schedule prepared by the State and executed by the Parties in accordance with clause 2.3(a) of this Head Agreement.

**Project Intellectual Property** means Intellectual Property:

- (a) created during the course of a Project with the support of the Project Funding; or
- (b) created during the term of this Head Agreement for the purposes of, or in accordance with the requirements under, this Head Agreement.

**Proposed Project** means a project conducted by the Recipient that the Recipient considers comprises activities that are eligible for Funding.

**RCTI** means Recipient Created Tax Invoice.

**Recipient's Contribution** means, for a Project:

- (a) the amount specified in item 8 of the Project Funding Schedule;
- (b) any amount contributed in lieu of a Third Party Contribution in accordance with clause 3.3(a)(ii)B; and
- (c) any additional amount required to complete the Project, as described in clause 4.2.

**Reports** means the reports specified in item 19 of the Project Funding Schedule.

**Representative** of a Party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint-venturer, contractor or sub-contractor of that Party.

**Special Conditions** means:

- (a) in respect of the Head Agreement, the special conditions (if any) set out in the Head Agreement Details; and
- (b) in respect of a Project Funding Agreement, the special conditions (if any) set out in item 28 of the Project Funding Schedule.

**State Government** includes the Queensland Government, any of its departments or divisions, Ministers, government-owned corporations, any agent or representative of the Department, or a corporation or body constituted for a public purpose of the State of Queensland.

**Statutory Requirement** means:

- (a) any law applicable to the delivery of the Project, including Acts, ordinances, regulations, by-laws, orders and other subordinate legislation;
- (b) Approvals (including any condition or requirement under them); and
- (c) fees and charges payable in connection with the foregoing.

**Third Party Contribution** means, in respect of a Project, the contribution specified in item 9 of the Project Funding Schedule.

**Third Party Contributor** means, in respect of a Project, the entity specified in item 9 of the Project Funding Schedule to provide the Third Party Contribution.

**Unexpected Event** means any circumstance beyond the reasonable control of a Party and without fault by that Party which results in that Party being unable to perform an obligation on time, and includes, but is not limited to:

- (a) natural events like fire, storm, flood, landslide, washaway or earthquake (other than an event the subject of the Project Funding);
- (b) national emergency;
- (c) terrorist act;
- (d) war; or
- (e) an order of any Court.

## **20.2 Other expressions**

In this Head Agreement and in any Project Funding Agreement, all other definitions or expressions referred in this Head Agreement or Project Funding Agreement have the same meaning as set out in the Program Guidelines as if the same were set out in the above clause 20.1, save where there is any inconsistency between the two documents, in which case the definition and terms set out in this Head Agreement (or the Project Funding Agreement, as applicable) prevails.

## **20.3 Interpretation**

In this Head Agreement and in any Project Funding Agreement:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) a reference to an individual or person includes a corporation or other legal entity;
- (c) a reference to 'the State' or 'the Recipient' respectively includes the State's and the Recipient's officers, employees, contractors or agents;
- (d) words importing a gender include any other gender;
- (e) words in the singular include the plural and vice versa;
- (f) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Head Agreement or Project Funding Agreement;
- (g) defined terms include other parts of speech and grammatical forms of the defined word or phrase;
- (h) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (i) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (j) the meaning of general words is not limited by specific examples introduced by "includes" or "including" or similar expressions; and
- (k) no rule of construction of documents shall apply to the disadvantage of a party, on the basis that the party put forward this document or any relevant part of it.

## Annexure A - Template Project Funding Schedule

1. <b>Grant Program</b>	[Title of Grant Program]		
2. <b>Project</b>	[Name of Project] [Project Reference Number]		
3. <b>Recipient Name</b>	[Recipient Name for Grant Program]		
4. <b>Administration Agency</b>	[Name of Administration Agency]		
5. <b>Policy Agency</b>	[Name of Policy Agency]		
6. <b>Project Description</b>	The project(s) described in Attachment 1 to this Project Funding Schedule.		
7. <b>Project Funding (ex GST)</b>	[\$ Funding amount]		
8. <b>Recipient's Contribution (ex GST)</b>	[Recipient's contribution (where applicable), or N/A]		
9. <b>Third Party Contribution</b>	<b>##</b>	<b>Name of Third Party Contributor</b>	<b>Amount of Third Party Contribution (ex GST)</b>
	1.		
	2.		
10. <b>Estimated Total Project Cost</b>	[\$ insert total project cost, being the aggregate of the Project Funding, Recipient's Contribution and Third Party Contributions]		
11. <b>Program Guidelines</b>	[Title of relevant Program Guidelines]		
12. <b>Approved Project Plan</b>	<p>[if a plan has already been approved:]</p> <p>"The plan for the conduct of the Project approved by the State and attached as Attachment 2 to this Project Funding Schedule."</p> <p>[if the Program Guidelines require that a project plan is submitted and prescribe a submission and approval process:]</p> <p>"the plan for the conduct of the Project to be submitted by the Recipient and approved by the State in accordance with the requirements under the Program Guidelines."</p> <p>[if the Program Guidelines do not require a project plan but the State requires a project plan:]</p> <p>"The plan for the conduct of the Project that must include:</p> <ul style="list-style-type: none"> <li>• [INSERT];</li> </ul> <p>and must be submitted by the Recipient to the State for the State's written approval within [INSERT] days of the Project Funding Agreement Commencement Date."</p> <p>[if not Approved Project Plan is required:]</p> <p>"N/A"</p>		

13. State Contact	[Position Title of the State's contact]			
14. Recipient Contact	[Position Title of Letter addressee]			
15. Key Dates	Project Funding Agreement Commencement Date	The date the last Party signs this Project Funding Schedule.		
	Project Completion Date	[the due DATE for completion of all project works/activities by the Recipient]		
	Project Funding Agreement End Date	[the DATE the Project Funding Agreement period ends]		
16. Milestone Schedule <i>[Note: This item should be updated by agencies to reflect program-specific milestone requirements (e.g. reimbursement based funding).]</i>	<b>Milestone No</b>	<b>Milestone Date</b>	<b>Milestone Requirements</b>	<b>Milestone Amount</b>
	1.	The Project Funding Agreement Commencement Date	(a) Provision of this Project Funding Agreement to the Recipient; (b) [INSERT]	XX% of the Project Funding
	2.	Various (the Recipient may submit multiple Payment Claims in respect of Milestone 2)	(a) Provision of a Payment Claim; (b) [INSERT]	XX% of the Project Funding or [N/A]
	3.	Within 3 months of the Project Completion Date	(a) Evidence that the Recipient has completed the Project (b) Provision of a Payment Claim (c) [INSERT].	Up to the total amount of any unpaid Project Funding or [N/A]
17. Payment Claim Requirements	[Provision of a payment claim and supporting materials in accordance with the payment claim requirements set out in the Program Guidelines.] or [N/A]			
18. Eligible Project Costs	[Eligible Project Costs as described as "Eligible Costs" in the Program Guidelines]			
19. Reporting <i>[Note: This item should be updated by agencies in line with the reporting requirements for the relevant program. For example, some programs may require submission of a Project Benefits Report 12 months after the Project Completion Date]</i>	<b>Report Type</b>	<b>Report Contents and Form</b>		<b>Lodgement Timing</b>
	Progress Report	In the form, and containing all information identified in, [the Program Guidelines].		[DATE/s] or [N/A]
	Final Acquittal Report	In the form, and containing all information identified in [the Program Guidelines].		[DATE/s] or [N/A]
	[INSERT]	[INSERT OTHER REPORTING REQUIREMENTS]		[INSERT]
	Account Name			

<b>20. Project Specific Bank Account Details (if any)</b>	BSB	
	Account Number	
	Branch	
	Email (remittance)	
<b>21. Acknowledgement Requirements</b>	<p>[Note: Generally, the Program Guidelines will set out the requirements for acknowledgement for a particular program, and the requirements for approval of public statements and media releases. The requirement to comply with the acknowledgement and public statements requirements in the Program Guidelines is set out in clause 10.</p> <p>If the requirements set out in the Program Guidelines are all the requirements that apply, then this item 21 should state "as per the Program Guidelines".</p> <p>If there are specific acknowledgment or public statement requirements for a particular project that are additional to or differ from the requirements under the Program Guidelines, then this section should detail the project specific requirements.</p> <p>If the Program Guidelines do not include any acknowledgement or public statement requirement and the relevant agency wishes to apply its agency policy, then this item 21 should reference the agency policy.</p> <p>If the Program Guidelines do not include any acknowledgement requirements and the relevant agency does not wish to apply or does not have an appropriate agency acknowledgement policy, this item 21 should detail the applicable requirements]</p>	
<b>22. Permitted Asset</b>		
<b>23. Data</b>	<p>[Note: this item will only need to be completed if, for a particular project, there is a particular class of related data (not the subject of a report) that the State requires from a Recipient). For example, if the Project is for flood resilience work, the State might require data from Recipients about flood mapping and impacts. If no additional data is required for a project, insert "N/A"]</p>	
<b>24. Permitted Data Use</b>		
<b>25. Project Management (clause 3.5)</b>	Clause 3.5 [does/does not] apply	
<b>26. Construction and contracting (clause 3.6)</b>	Clause 3.6 [does/does not] apply	
<b>27. Contractor insurance requirements (clause 3.6)</b>	<p>[to be completed only if item 26 provides that clause 3.6 applies]</p> <p>[list required insurance policies and \$]</p>	
<b>28. Special Conditions</b>	<p>[Note: any additional insurance requirements on the Recipient beyond those required by law under the Local Government Act should be included as a special condition. For example, some projects may have a requirement for the local government to hold insurance in respect of Assets of a significant value]</p> <p>[Note: consider whether clause 4.6(b) should apply - include a special condition if the funding is structured in such a way that it is not appropriate for the clause to apply]</p>	



By signing below, a Project Funding Agreement will be formed in accordance with clause 2.3 of the Head Agreement entered into between the State and the Recipient on [DATE] in respect of the Project.

<b>Signed for and on behalf of the State of Queensland</b> by a duly authorised officer in the presence of	<b>Signed for and on behalf of the Recipient</b> by a duly authorised officer in the presence of
Signature of witness	Signature of witness
Name of witness	Name of witness
Signature of Authorised Person	Signature of Authorised Person
Name of Authorised Person	Name of Authorised Person
Date	Date

## Attachment 1 - Project Description for Boulia Shire Council

[Note: the content requirements for the Project Description should be drawn from a Recipient's application for funding and should have regard to the project requirements set out in the relevant Program Guidelines. The description should be more than a high level description of the project - it must provide certainty about all elements that form the project. In some instances, this description will be quite detailed. For example, if the Funding is for the construction of a new park:

- It is not sufficient to simply state "Construction of a new park at "insert";
- if the application included detailed designs for the park, then this project description should either directly refer to or include copies of the detailed designs;
- if there is an Approved Project Plan, and that plan already includes a detailed description, then it is appropriate to refer to "the construction of a new park in accordance with the requirements set out in the Approved Project Plan";
- if there are no detailed designs available and the Approved Project Plan does not include a detailed description, this project description should clearly set out the minimum known requirements for construction of the park]

# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Proposed Boulia Shire Planning Scheme	<b>DOC REF:</b> Item CEO4
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<b>REPORT BY:</b>	Lynn Moore Chief Executive Officer	<b>DATE:</b> 03/01/2020
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### **CORPORATE PLAN REFERENCE:**

Key Priority 2: Building and maintaining quality infrastructure

- Infrastructure, roads, airports, buildings are well maintained
- New development is consistent with relevant plans and strategies

Key Priority 5: Robust Governance

- Residents are informed about and involved in Council's decision making

Key Priority 4: Caring for the environment

- Council services are in line with community expectations
- Community strategies and plans implemented

### **PURPOSE:**

The purpose of this report is to obtain Council's approval, in accordance with the notice dated **11 April 2018** and issued under section 18(3) of the *Planning Act 2016* (Planning Act), to resolve to:

- progress the proposed ***Boulia Shire Planning Scheme*** and maps for ***State Interest Review*** and public consultation
- To endorse ***Community Engagement Action Plan***
- To endorse ***Local Cultural Heritage Report***
- To endorse ***Natural Hazard Risk Assessment Report***

### **CONTENT:**

On the 19<sup>th</sup> July 2017 Council attended a workshop of the new template scheme to review the Town Planning Scheme 2006 with the assistance of the officers of the Department of Infrastructure, Local Government and Planning - **Policy and Statutory Planning**. The planning scheme, under current legislation, is due for review every 10 years to ensure relevance. The Department has developed a template scheme which is very effective in capturing the essence of local government needs for small rural Councils without the costs normally associated with this.

#### **The proposed Boulia Shire Planning Scheme**

The proposed planning scheme template will assist Council in the management and development of the local government area in a way that advances the purpose of the Act, state and regional policies through more detailed local responses, taking into the account the local context.

The proposed Boulia Shire Council Planning Scheme will be prepared, responding to state interests contained with the State Planning Policy. The planning scheme is supported by the following documents:

#### **Natural Hazard Risk Assessment Report**

The purpose of this report is to identify the planning response, planning strategy and applicable planning scheme provisions for flood, bushfire and landslide within the Boulia Shire Council area. The assessment has reviewed the extent of the natural hazard areas and considered the relative risk of such events on people and property. Planning provisions have been developed to respond to the risk by adopting an avoid or mitigate approach. This will enable future development to be more resilient to natural hazard events

#### **Local Cultural Heritage Report**

The purpose of this report is so that Local Heritage places can be identified by a local government in a planning scheme. A planning scheme can also be used as

the regulatory instrument by which a Council can exert a degree of management over the future development of local heritage places, in order to protect the cultural heritage values of places. There is presently only one local heritage place identified within the Boulia Shire being the Boulia Cemetery.

In its proposed new planning scheme, Council will seek to extend protection of cultural heritage values of a further 6 places. A total of 7 local heritage places will be identified in the planning scheme. It is proposed that this be through the inclusion of Schedule 3 in new planning scheme. The identification of local heritage places will be supported by the strategic framework, overall outcomes in various codes and a specific provision in the General Development Code (PO24) of the planning scheme. This represents an improvement on the current circumstances.

### **Draft Communication Strategy/Community Engagement Action Plan**

The purpose of this communications strategy is to outline how Council will engage with key stakeholders and its local community in a relevant and appropriate way. Council will undertake its engagement process detailed below in line with the following principles:

- The community (i.e. residents, ratepayers, community groups and developers) is aware that the Council is drafting a new planning scheme for its local government area and that the community can participate in/contribute to the plan-making process.
- The community is informed that the draft scheme will be released for public consultation, and understand how and when to make a properly-made submission.
- The community has adequate opportunities to provide input through widespread communication and, where appropriate, targeted consultation activities.

The Council and community have confidence that the planning scheme will achieve its desired strategic intent.

#### **Project context and matters of influence:**



**State Interest Review of the Integration of State Planning Policy 2017 and Central West Regional Plan 2009**

The purpose of this report is to comply with the Stage 2 Step 3 of the process set out in the section 18(3) notice requires that when giving the proposed planning scheme to the chief executive of the Planning Act and requesting the state interest review be undertaken, that the local government at the same time also gives the chief executive a written statement addressing the state interests in the relevant regional plan and the State Planning Policy includes:

- a) How the state interests are integrated in the planning scheme
- b) Reasons why any state interests have not been integrated in the planning scheme
- c) Any state interests which are not relevant.

**CONSULTATION:**

DSDMIP – consultation and preparation of the draft planning scheme.

**GOVERNANCE IMPLICATIONS:**

Compliance with regulatory requirements.

**RECOMMENDATION:**

That Council:

- endorses the Draft **Bouliia Shire Planning Scheme and Maps** (“the proposed planning scheme”);
- endorses the **Natural Hazard Risk Assessment Report**, acknowledges the risks and risk mitigation measures identified in the report and resolves to accept the residual risks arising from the natural hazard mapping and related provisions in the proposed planning scheme;
- endorses the **Local Cultural Heritage Report** and the recommendations of the report reflected in the proposed planning scheme;
- endorses the **Community Engagement Action Plan** for public consultation of the proposed planning scheme;
- resolves to request the Chief Executive administering the Planning Act to undertake a **State interest review** of the proposed planning scheme, in accordance with Step 3 of Stage 2 of the prescribed process set out in the 11 April 2018 notice issued to Council under section 18(3) of the Planning Act;
- resolves to **undertake public consultation** of the proposed planning scheme in accordance with Step 8 of Stage 2 of the prescribed process set out in the **11 April 2018** notice issued to Council under section 18(3) of the *Planning Act 2016* for a period of 40 business days.

**TABLED DOCUMENTS:**

- CEO 4.1 Draft Bouliia Shire Planning Scheme
- CEO 4.2 Natural Hazard Risk Assessment Report
- CEO 4.3 Local Cultural Heritage Report
- CEO 4.4 Community Engagement Action Plan
- CEO 4.5 Statement of State Interest Integration of the State Planning Policy 2017
- CEO 4.6 Letter under section 18

Chief Executive Officer

Ms Lynn Moore

# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Annual Report 2018-2019	<b>DOC REF:</b> Item CEO5
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<b>REPORT BY:</b>	Ms Lynn Moore Chief Executive Officer	<b>DATE:</b> 13/01/2020
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**CORPORATE PLAN REFERENCE:**

Key Priority 5: Robust Governance

5.1: Confidence

5.1.1 Manage Council's operations in an effective manner by clearly defining the functions, services, roles and responsibilities of Council

**PURPOSE:**

To present Council's Annual Report 2018/19 to Council before submission to Division of Local Government.

**CONTENT**

- A local government must prepare an annual report for each financial year.
- The local government must adopt its annual report within one month after the day the auditor-general gives the auditor-general's audit report about the local government's financial statements for the financial year to the local government.
- The local government must publish its annual report on its website within two weeks of adopting the annual report.

The annual report is one of the key points of accountability between a Council and its Community. It is not a report to the Division of Local Government or the Queensland Government, it is a report to the community. The annual report focuses on the Council's implementation of the Corporate Plan objectives and the annual Operational Plan deliverables.

The report also includes information that is prescribed by the Local Government (General) Regulation 2012. This information has been included in the Regulation because the Government believes that it is important for community members to know about it – to help their understanding of how the Council has been performing both as a business entity and a community leader. The Annual Report has been prepared under the above guidelines.

**CONSULTATION:** N/A

**GOVERNANCE IMPLICATIONS:**

Prepared in accordance with Local Government Regulation 2012.

**RECOMMENDATION:**

That Council adopt the Annual Report for the financial year 2018-2019 including Financial Statements.

**TABLED DOCUMENT:**

Council's Annual Report including Financial Statements for the year ending 30 June 2019

Chief Executive Officer

Ms Lynn Moore

# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Resolution to designate flood hazard areas and defined flood events	<b>DOC REF:</b> Item CEO6
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<b>REPORT BY:</b>	Lynn Moore Chief Executive Officer	<b>DATE:</b> 13/1/2019
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### **CORPORATE PLAN REFERENCE:**

Key Priority 2: Building and maintaining quality infrastructure

2.3 Well planned

2.3.5 Ensure Town Planning Scheme accommodates appropriate land/zonings for future commercial/ industrial establishment and growth.

2.3.6 Facilitate land and infrastructure planning and development that meets the needs of the community

### **PURPOSE:**

Council is required to make a resolution under section 13 of the Building Regulation 2006 to declare flood hazard areas and define flood levels for building and development planning in Boulia.

### **BACKGROUND:**

The Department of State Development, Manufacturing, Infrastructure and Planning (DSDMIP) are drafting a template planning scheme on behalf of Council and in accordance with a section 18 notice approved by the Minister. The DSDMIP Town Planners presented to Council the most recent version of the template Planning Scheme at a workshop in December 2019. The Department has sought Council's assistance to undertake various actions to complete the drafting process. One of these actions involves the adoption of a Defined Flood Level (DFL) for the township of Boulia.

The draft Planning Scheme intends to adopt the 1% AEP Flood Event for Boulia as reflected in the Flood Hazard Overlay Mapping, which represents the Defined Flood Event (DFE). Generally, development located in a Flood Hazard Area as shown on the Overlay Mapping will require assessment through the lodgement of a development application to Council.

The flood levels put forward for adoption by Council are sourced from the 1% AEP Flood event data. The DFL is then referred to in the General Development Code of the draft Planning Scheme for regulating minimum habitable floor levels for any new buildings affected by the Flood Hazard Overlay Mapping.

It is best practice for local governments to declare flood hazard areas and/or adopt defined flood levels in accordance with section 13 of the Building Regulation 2006. Adopting the DFL via a resolution rather than through a planning scheme overlay allows Council to easily make changes to respond to any future flood risks or event without having to go through the lengthy planning scheme amendment process.

The following information is provided to assist Council in determining the DFLs that are appropriate for its risk profiles.

### **Defined Flood Event**

For the township of Boulia, the 1% AEP design event for flooding has been used as the basis for identifying the flood hazard area. It means that the defined flood event has a 1 in 100 chance of occurring, or being exceeded, in any year. This design event is commonly used for flood hazards and is considered acceptable to the level of risk that flooding represents in these towns. The draft Boulia Shire Planning Scheme therefore reflects this design event in the Flood Hazard Overlay Mapping for the entire shire.

The flood hazard areas in the overlay mapping have been identified using two methods.

- For rural areas, flood hazard areas have been identified using the State Planning Policy Interactive Mapping System Flood hazard area – Level 1 – Queensland Floodplain assessment overlay. This is because detailed flood mapping is not available for these areas.
- For the township of Boulia detailed – Level 2 – flood hazard mapping prepared for the Queensland Reconstruction Authority has been used.

The township of Boulia is bound from the east by the Burke River. The Queensland Reconstruction Authority report titled “*Report on Flood Investigation for Boulia. Flood Investigation Level 2 – Unvalidated GIS Mapping Approach*” dated October 2012 mapped the following flood events at Boulia:

- Feb 1974 flood event (5.96m at BoM Gauge #038055)
- 10% AEP design event (1 in 10 yrs) (5.7m at BoM Gauge #038055)
- 5% AEP design event (1 in 20 yrs) (5.9m at BoM Gauge #038055 )
- 2% AEP design event (1 in 50 yrs) (6.2m at BoM Gauge #038055)
- 1% AEP design event (1 in 100 yrs) (6.4m at BoM Gauge #038055)

For the township of Boulia, the 1% AEP design event has been used as the basis to identify the flood hazard area. This will provide greater flood immunity than the 1974 flood event. Records from the Bureau of Meteorology indicate that a flood in February 1933 resulted in Boulia being isolated and low lying parts of the town inundated.

Flood mapping for the 1% AEP extends over the northern and eastern parts of the town (refer to Figure 1). The deeper areas of inundation occur over the northern part of the town where it directly fronts the Burke River. The township areas impacted by flooding include parts of the township zone including the commercial, mixed use areas. For the township in the northern and eastern parts of the town, 23 properties are completely or substantially inundated and 15 lots partly inundated.

The following community infrastructure may be impacted and/or inundated by flooding:

- Sewer infrastructure – associated settlement ponds and pump station.

A Local Disaster Management Plan was reviewed in May 2019 for Boulia Shire. This management plan outlines the potential hazards and risks, and strategies and actions to mitigate potential risks and impacts on the community. This plan will be regularly reviewed and updated by Council. It is expected the next review will consider the impacts of a major flood event reflective of the draft Planning Scheme flood mapping.

### **Defined Flood Levels**

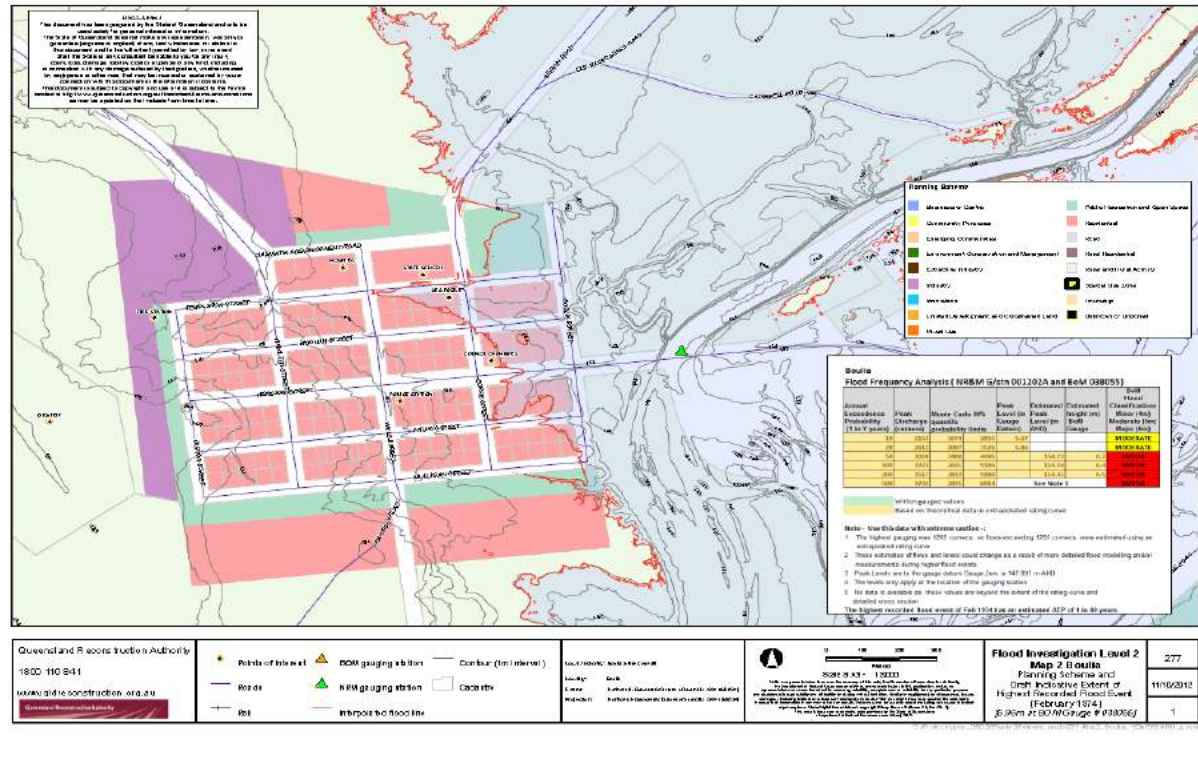
The defined flood levels have been derived from the 1% AEP design event data. The General Development Code of the draft Planning Scheme includes a requirement for all new buildings to be constructed with floor levels 300mm above the defined flood level.

### **Policy Implications**

The resolution to declare flood hazard areas and define flood levels will need to be considered in other operational and corporate policies, such as the draft Planning Scheme and Local Disaster Management Plan.



**Figure 1 Extract of flood mapping for Boulia**



**CONSULTATION:**

- Dept of State Development, Manufacturing, Infrastructure and Planning
- Councillors
- Chief Executive Officer
- Director of Works and Operations

**GOVERNANCE IMPLICATIONS: Nil**

**RECOMMENDATION:**

**Resolution to Designate Flood Hazard Areas and Defined Flood Levels:**

Council is required to make a resolution under section 13 of the Building Regulation 2006 to declare flood hazard areas and define flood levels for building and development for Boulia.

That Council resolves to declare in accordance with part 3, section 13 of the Building Regulation 2006 –

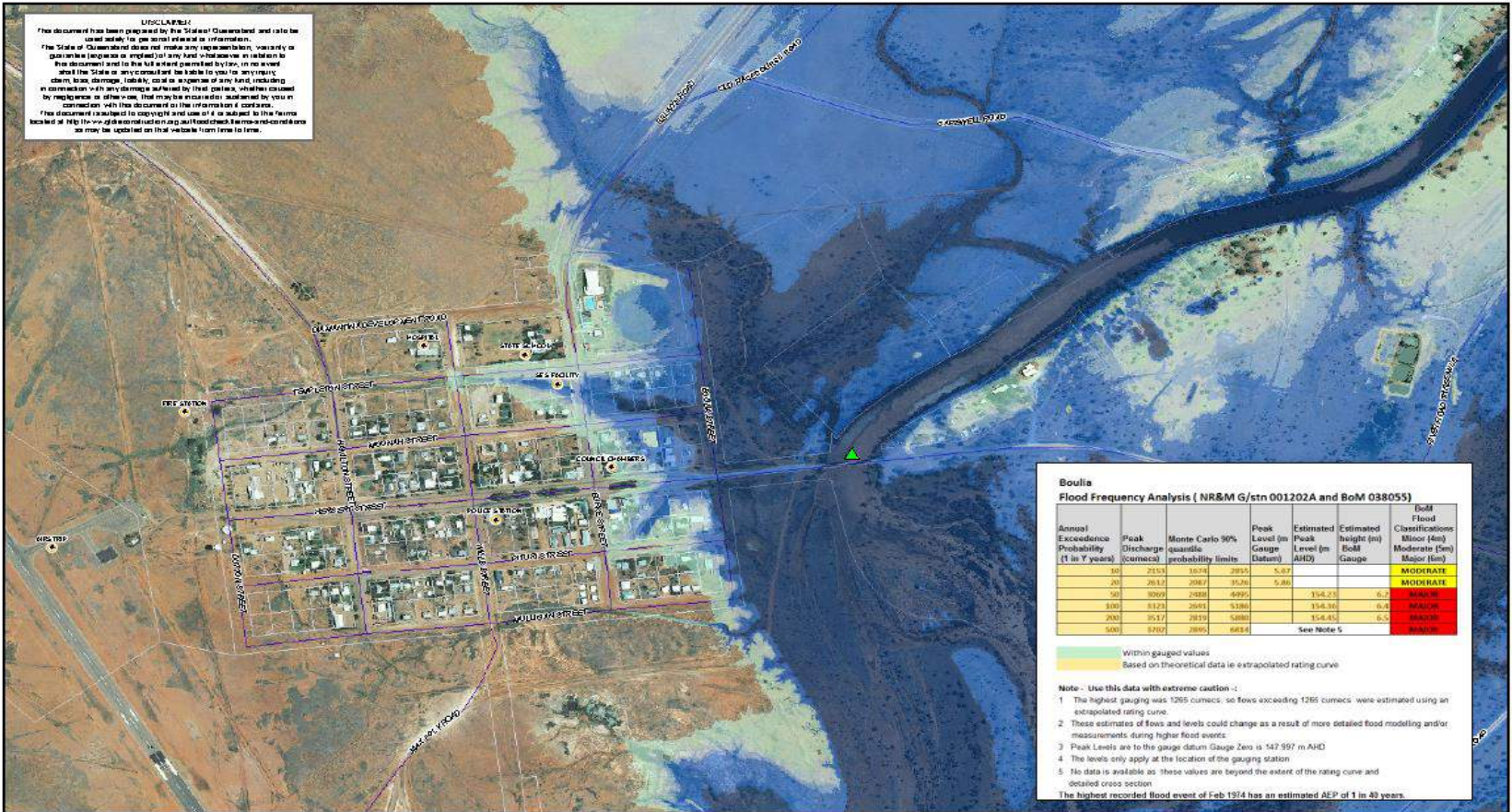
- land liable to inundation by flood is land subject to the defined flood event, being the 1 percent Annual Exceedance Probability (AEP) design event; and
- the defined flood level for Boulia is 147 metres Australian Height Datum (AHD) in accordance with Flood Investigation Level 2 Map 7 Boulia Draft Indicative Extent and Depth of Estimated Flood AEP 1 in 100 years [6.4m at BoM Gauge #038055], plan reference 277, dated 11 October 2012 and prepared by the State of Queensland (Attachment 1);

**ATTACHMENTS: CEO 6.1 Flood investigation Level 2 Map 7 Boulia.**

Chief Executive Officer

Ms Lynn Moore

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**Boulia  
 Flood Frequency Analysis ( NR&M G/stn 001202A and BoM 038055)**

Annual Exceedence Probability (1 in Y years)	Peak Discharge (cumecs)	Monte Carlo 90% probability limits	Peak Level (m Gauge Datum)	Estimated Peak Level (m AHD)	Estimated height (m) BoM Gauge	BoM Flood Classifications (Minor (m), Moderate (m), Major (m))
10	1535	1474 - 1597	5.97			MODERATE
20	2012	1907 - 2126	5.90			MODERATE
50	3069	2888 - 3295		3.64.23	6.2	MAJOR
100	3323	2963 - 3386		3.64.36	6.2	MAJOR
200	3537	2934 - 3680		3.64.45	6.0	MAJOR
500	3767	2895 - 4684				MAJOR

See Note 5

Within gauged values  
 Based on theoretical data ie extrapolated rating curve

**Note - Use this data with extreme caution -**

- The highest gauging was 1265 cumecs, so flows exceeding 1265 cumecs were estimated using an extrapolated rating curve.
- These estimates of flows and levels could change as a result of more detailed flood modelling and/or measurements during higher flood events.
- Peak Levels are to the gauge datum Gauge zero is 147.997 m AHD
- The levels only apply at the location of the gauging station
- No data is available as these values are beyond the extent of the rating curve and detailed cross section

The highest recorded flood event of Feb 1974 has an estimated AEP of 1 in 83 years.

Queensland Reconstruction Authority  
 1800 110841  
[www.qldreconstruction.org.au](http://www.qldreconstruction.org.au)  
 Queensland Reconstruction Authority

● Points of Interest  
— Roads  
— Rail  
▲ BOM gauging station  
▲ NRM gauging station  
 City

Depth (m)
  0.8 - 1  
 0 - 0.5  
 1 - 2  
 0.5 - 0.8  
 > 2

Location: Bouli Shire Council  
 Local Gov: Bouli  
 County: Northern Queensland (former of the 100 AHD) (100 AHD)  
 Project: Northern Queensland Data of water 001202A



**Flood Investigation Level 2  
 Map 7 Boulia**  
 Draft Indicative Extent and Depth of Estimated Flood AEP 1 in 100 yrs  
 @ 6.4m at BOM gauge #038055

277  
 11/10/2012  
 1

# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Urandangi Property: Marmanya Office of Fair Trading Divesting Land to Council	<b>DOC REF:</b> Item CEO7
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<b>REPORT BY:</b>	Ms Lynn Moore Chief Executive Officer	<b>DATE:</b> 10/01/2020
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### **CORPORATE PLAN REFERENCE:**

Key Priority 5: Robust Governance

5.4 Sustainability

5.4.4 Implement good practice in managing and maintaining our assets

### **PURPOSE:**

To advise Council of the final outcome of the property known as Marmanya in Urandangi by the Office of Fair Trading and the Public Trustee.

### **EXECUTIVE SUMMARY:**

As at the date of this report the property commonly known as Marmanya has outstanding rates and charges identified as having some or all of their overdue rates and charges for three years or more. The property was vested to the Public Trustee in an attempt to find a suitable organisation to continue the operation of the property for its intended purpose as opposed to selling the property. This has been a long and unfruitful process by both the Council, the Office of Fair Trading and the Public Trustee. Under **Chapter 4 - Rates and Charges / Part 12 - Overdue Rates and charges / Division 3 - Selling or acquiring land for overdue rates or charges of the Local Government Regulation 2012**, Council has the power to sell land for overdue rates or charges.

### **CONTENT:**

Council has carried a large balance of rates and charges outstanding with respect to a property in Urandangi (Marmanya) where ownership transfer costs and outstanding rates and charges exceed the value of the respective land and buildings. In this particular case the traditional owners have abandoned the property because of various circumstances and other small groups who have attempted to reside in the area have been unsuccessful in maintaining consistent habitation. Full financial disclosure was made available to Council in a closed report on 9/2/2019.

Once rates and charges have been outstanding for three years Council has the power to sell or acquire the property for overdue rates. As the property has no registered owner (Marmanya Development Association Inc was deregistered) the Council could not action either a sale or auction. The chosen option was to divest the property to the Public Trustee with perhaps another 'like' group being able to take up the property.

### **The Public Trustee and the Office of Fair Trading: Divest the property**

The Public Trustee is currently holding the property in abeyance. An approach to the Office of Fair Trading who has the power to divest the land to the Council in absence of the Marmanya Association being registered would enable the land to be divested back to the Council. This would mean the Council could then sell the land to a group who wished to use the land/buildings in accordance with the LG Reg Chp 4 Part 2 (see below). The original Deed of Association for Marmanya Development Association indicates that in the event of Marmanya being wound up the assets of the Association would revert to "an association or fund established for the benefit of Aboriginal people generally" however the Office of Fair Trading also has the power to override the original requirements of the Deed of Association.

Investigation into the solution of this ongoing issue leads us to the abandonment of the rates and charges accrued thus far and the loading of a code on this block so that it does not accrue rates into the future.

Office of Fair Trading has advised no interest was received from advertisements placed via the media and contact made with various Aboriginal Corporations, that the land should be divested back to Council and change the objects associated with the original Deed of Association to enable Council to do with the land whatever they see fit.

**20 December 2019] QUEENSLAND GOVERNMENT GAZETTE No. 118 page 665  
Associations Incorporation Act 1981, Department of Justice and Attorney-  
General, Brisbane, 16 December 2019**

*NOTICE is hereby given that pursuant to Section 94 paragraph (c) of the Associations Incorporation Act 1981, the property of the former Marmanya Development Association Incorporated (IA19327), vested in the Public Trustee, be vested in the Boulia Shire Council as at 8.00am Friday 20 December 2019 for purposes consistent with local government principles.*

**Patrick Tully  
Delegate of the Chief Executive**

### **Potential financial impact for Council**

Council has levied rates, waste and water charges with the property being abandoned and re-occupied by various groups, few of which were the rightful owner, over the entire life of the complex. It appears from review of the Local Government Regulations that this property could have been exempt from rates charges from the outset.

**Charging of rates:** Land exempt from rating (LGR Ch 4, Pt 2 s73 (d)

(d) land owned by a community organisation if the land is less than 20ha and is used for providing the following-

- Accommodation associated with the protection of children
- Accommodation for students
- Educational, training or information services aimed at improving the labour market participation or leisure opportunities.

*Any future the use of the complex would need to be agreed upon for this exemption to be used.*

### **Water and Waste charges.**

It is noted that the Marmanya property has had a bore drilled and a water tank installed (non-operational at present). On other similar Aboriginal owned land this has eliminated the charges for water from being levied by the Council.

The waste charges will apply if Council provides the service in the future.

### **THE WAY FORWARD**

The Council has written off the outstanding water and waste charges in the 2019 financial year which leaves the outstanding rates to be written off in the 2020 financial year. There will be an estimated fee of \$2K to transfer the property into Council's name after which the Council will own the property as a freehold block.

**CONSULTATION:** Office of Fair Trading, Public Trustee

### **GOVERNANCE IMPLICATIONS:**

- Council compliance with regulations
- Local Government Act 2009 and Local Government Regulations 2012
- Payment of transfer costs for the freehold property.

**RECOMMENDATION:**

1. That Council resolve to:

- have the Public Trustee register the transfer of the property described as Lot 7 Urandangi Road North Crown Plan U16 Urandangi directly to Boulia Shire Council as per the General Gazette 20.12.19-118
- Write off the remaining a balance of the rates outstanding as per the financial report in the closed session of Council on 9/2/2019 and record a rates code class 47 which does not accrue rates for so long as the Council owns this parcel of land.

2. That the CEO be authorised to do all things necessary to progress the finalisation of the outstanding rating issue including the execution of documents.

**ATTACHMENTS:**

CEO 7.1 Marmanya – Divesting property to Council 10/1/2019

Approved by Chief Executive Officer

Ms Lynn Moore

CEO 7.1 MARMANYA – Divesting to Council due to overdue rates and charges – RISK ASSESSMENT 10/1/2019	
Issue: Overdue rates extending past 3 years unable to deal with issue due to deregistration of Inc Association (full financial disclosure in closed Council meeting 9/2/2019)	
Previous Owners: Marmanya Development Association Inc. deregistered 24/10/2009	
Current Owners: The Public Trustee	
What is the desired outcome?	The solution and finalisation of the outstanding rates for the Marmanya Development Association Inc. which has been an ongoing unsolvable issue for many years.
Does the outcome link with any desired community or social need?	<p>The ongoing rates accrual is of no benefit to the Council or ratepayers of Boulia as the Marmanya Development Association Inc. has been deregistered and they do not have any legal standing at present. The proposed outcome would release the land from the current rating deficit, change the future rating category provided the land use remains applicable which would enable another organisation to commence using the land for its intended purpose.</p> <ol style="list-style-type: none"> <li>1. There has been several attempts to re-settle Marmanya but due to the friction between the various groups in the area and the tenure of the land not being settled this has been unsuccessful.</li> <li>2. There is a strong desire to have this area utilised by both the Council and the local indigenous people.</li> <li>3. The Marmanya area has the potential to deliver housing to several families.</li> <li>4. This could then translate to employment outcomes within an employment provider.</li> <li>5. The families which will then gravitate to this area will no doubt have children which will increase school attendance.</li> <li>6. Urandangi is a very small town with a floating population, the progression of this area should see a small stabilising effect on the town's numbers.</li> </ol>
What is the nature of proposed activity?	<ol style="list-style-type: none"> <li>1. Finalisation of the ownership of the Marmanya block of land and</li> <li>2. Determine a reasonable outcome for rates and charges.</li> <li>3. Determine a code for the future charge for rates, water and garbage expenses</li> </ol>
Is there a high level of estimated costs? (existing and new)	<p>The balance of the outstanding charges for Marmanya Association land at Urandangi was disclosed in a closed Council meeting on 9/2/2019.</p> <p><b>Existing: disclosed 9/2/2019</b></p> <p><b>New:</b></p> <ul style="list-style-type: none"> <li>• transfer of land cost from Public Trustee plus solicitors costs/registration etc \$5K</li> <li>• loss of potential future rates and charges income \$8k pa</li> </ul> <p><i>The proposal in the report would mean that future charges will not accrue providing the land use is consistent with the rating schedule.</i></p>
What are the proposed solutions/actions?	<ul style="list-style-type: none"> <li>- The balance of the water and garbage charges be written off as there would be some dispute as to when Marmanya outstation was functional and whether the charges should have been levied in the first instance.</li> <li>- That the category of rating should have been reviewed when the land was made Free Title and because of the nature of the intent of the land use should have been made <b>category 47</b> which can be determined by Council and would allow a zero accrual of rates.</li> <li>- Under Local Government Regulation 2012 the Council has the ability to: <ol style="list-style-type: none"> <li>1. Acquire the land (divested from Office of Fair Trading).</li> </ol> </li> </ul>

	2. Sell the land which or do whatever it sees fit to do with the property.		
Background - Have other options been considered?	The outstanding rates and land title was transferred to the Public Trustee in 2015. The Public Trustee does not have the funds to pay the outstanding rates. Representations have been made to the various Queensland Government Departments which have been unable to assist with the payment of rates owing. A recent letter from the Public Trustee has indicated that the solution to this issue lay squarely in the hands of the Council. References have been made to Toowoomba Regional Council and Bundaberg City Council both whom have had experience in the solution of unusual rating cases. Neither were able to adequately find an easy solution. Referred to the Office of Fair Trading who is able to divest the land either back to Council or another similar organisation. Office of Fair Trading advertised the offer and received no responses.		
Have all relevant options been adequately assessed in detail against the preferred option?	1. This issue has been reviewed several times in the last 4 years with attempts to find a solution whereby Council may recover any or part of the outstanding rates. None of the options which have been put forward have been viable. Refer previous Risk assessment completed 9/2/2019 (closed) 2. The preferred option would be to have the Office of Fair Trading directly divest the property to the Council due to no other parties are interested in taking on the property.		
What are the whole of life costs?	If the rating schedule is not changed then the annual increase to the debt will be: <ul style="list-style-type: none"> <li>• General Rates; \$ 457.00</li> <li>• Water charges; \$ 4,690.00</li> <li>• Garbage charges; \$ 2,604.00</li> <li>• Fire; \$ 261.20</li> <li>• Total; <b>\$ 8,011.00</b></li> </ul>		
Have all the stakeholders been identified?	The current stakeholders are: Boulia Shire Council - Creditor Public Trustee - Freehold Title owner Marmanya Development Association Inc. – Defunct/deregistered Office of Fair Trading		
Are there any legislative, regulatory or compliance issues associated with the proposal?	Local Government Act 2009; Local Government Regulation 2012; Office of Fair Trading; Public Trustee		
Are there any other contemporaneous agreements?	No		
Is the progression of this item aligned to Council's strategic objectives?	Yes, Boulia Shire Council Corporate Plan 2019-2024 : Key Priority 5 – Robust Governance <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">5.2.3</td> <td>Decisions on new or enhanced community assets or facilities are viewed with the future financial impact on Council</td> </tr> </table>	5.2.3	Decisions on new or enhanced community assets or facilities are viewed with the future financial impact on Council
5.2.3	Decisions on new or enhanced community assets or facilities are viewed with the future financial impact on Council		
Have all options been assessed against the base case 'do nothing'?	Yes, we have done nothing for many years and this is compounding the problem.		
Has stakeholder analysis and consultation been completed? Are there strategies to manage stakeholder expectations?	Several interested parties have expressed an interest in the past in management of the land in accordance with the previous use but have not come forward during this process. The future progress of this matter will be in line with current processes undertaken by Office of Fair Trading.		

<p>Are the legal issues sufficiently explained and, where applicable, has legal advice been sought?</p>	<p>Legal advice has not been obtained through a Solicitor however experts in their field ie: Public Trustee and Office of Fair Trading and other larger Council's guidance has been sought.</p>
<p>Are there other non-financial cost/benefits (eg: increased employment, social factors)?</p>	<p>The solution of this rating issue could prove of benefit to the town of Urandangi. Should the land be made available for the use for which it was intended (child protection and employment of Aboriginal people) then Urandangi may see an influx of children which will benefit the local school.</p>
<p>Will the problem re-occur in the future:</p> <p>Under Ch 4, Pt 1 - <b>Section 73</b> <i>Land which is exempt from rating: (d) land owned by a community organisation if the land is less than 20ha and is used for providing the following-</i></p> <ul style="list-style-type: none"> <li><i>(i) accommodation associated with the protection of children;</i></li> <li><i>(ii) accommodation for students;</i></li> <li><i>(iii) educational, training or information services aimed at improving labour market participation or leisure opportunities;</i></li> </ul>	<p>The Council has the power to rate properties and categorise parcels of land (<b>Item 47 in the Revenue Statement</b>).</p> <p><b>Future loss of income</b> - should the Council levy the full rates and charges applicable then this would be \$8k per annum. The likelihood that this would eventuate into income for the Council is remote.</p> <p>It is realistic that the general rate and the fire rate be charged (Fire rate collected on behalf of QFES).</p> <ul style="list-style-type: none"> <li>• Section 73 may exempt Marmanya from the general rate in the future.</li> <li>• Fire \$252 pa (no exemption).</li> <li>• If new owners are found and then re-instate the bore then we may no longer need to provide water.</li> <li>• If they choose to deliver their own garbage service this also could be waived.</li> </ul>



# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Manager Corporate & Financial Services December 2019 Report	<b>DOC REF:</b> Item FM1
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<b>REPORT BY:</b>	Kaylene Sloman	<b>DATE:</b> 15/01/2020
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<b>CORPORATE PLAN REFERENCE:</b> Key Priority 5: Robust Governance 5.2: Accountability 5.2.1 Ensure Council's financial activities are monitored and well managed 5.4: Sustainability 5.4.3 Ensure the long-term financial sustainability of the Council through prudent financial management and budgeting
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<b>PURPOSE:</b> Financial Summary as at 31 <sup>st</sup> December 2019.
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### **Financial Statements**

Have been signed off by Queensland Audit Office on 23<sup>rd</sup> December 2019.

### **Cash Position:**

The Cash Position determines the expected money the Council should have after every period.

	31 <sup>st</sup> December 2019	30 <sup>th</sup> November 2019
Cash at Hand	15,603,166	17,160,883
Net Cash Equivalent (Debtors-Creditors)	446,429	-2,685
<b>Total</b>	<b>\$16,049,595</b>	<b>\$17,158,198</b>

### **Income**

- Total revenues 31<sup>st</sup> December 2019 are \$6,133,932. This equates to approx. 56% of this year's budget.

### **Expenditure**

- Operating expenses to 31<sup>st</sup> December 2019 are \$4,824,131. This equates to approx. 38% of this year's budget.

### **Liquidity**

• CBA		\$181,371
• Floats		\$ 1,300
• Investments		
CBA At Call 0.1%	\$5,763,800	
QTC 1.66%	\$9,656,695	
		\$15,420,495
<b>Total</b>		<b>\$15,603,166</b>

### Additional Information on Cash Position

Cash Balance as at 31<sup>st</sup> December 2019 15,603,166

The following items need to be backed by cash:

Reserves 30 <sup>th</sup> June	2,328,551
Funded Depreciation	3,431,932
Funded Employee Entitlements - NC	199,875
Working Capital Cash	1,500,000
Capital Grants	2,272,356
Operating Results for 2019/2020	62,082
Less Capital Expenditure 2019/2020	(3,135,590)
	<b>6,659,206</b>

Uncommitted Cash 31<sup>st</sup> December 2019 **\$ 8,943,960**

### AGED DEBTORS 31<sup>st</sup> December 2019

DEBTOR	90+	60	30	CURRENT	PRE-PAID	BALANCE
	81,840.64	6,355.73	470,622.27	51,765.63	(930.00)	609,654.27

#### **90+ Days Outstanding**

Of the \$81,840.64, \$71,221.13 are currently under a payment arrangement, \$ \$8,739.51 has been referred to Council's external Collection Agency, outstanding balance is being followed up by Manager.

### RATES 31<sup>st</sup> December 2019

Total Outstanding \$ \$157,718.86

RATES	3 Years +	2 Years	1 Year (18-19)	Current Year (19-20)	In Credit (pre-paid OR Water & Gravel Compensation)	Total Outstanding
Urban	0.00	45,608.85	126,860.47	39,784.08	(7111.05)	205,142.35
Rural	0.00	2,438.36	3,231.33	18,030.08	(71,123.26)	-47,423.49
Mining	0.00	0.00	0.00	0.00		0.00
	<b>0.00</b>	<b>48,047.21</b>	<b>130,091.80</b>	<b>57,814.16</b>	<b>(78,234.31)</b>	<b>157,718.86</b>

**CREDITORS 31<sup>st</sup> December 2019 \$ 4,013.20**

**BOULIA SHIRE COUNCIL**  
**Income Statement**  
**For the period ended 31st December 2019**

*2019 Actual*

<b>Income</b>	
<b>Revenue</b>	
<b>Recurrent Revenue</b>	
Net rate and utility charges	718,225
Fees and charges	76,160
Rental income	127,680
Interest received	104,961
Sales - contract and recoverable works	1,979,823
Other Income	134,935
Grants, subsidies, contributions and donations	2,591,777
<b>Total Recurrent Revenue</b>	5,733,561
<b>Capital Revenue</b>	
Grants, subsidies, contributions and donations	2,272,356
<b>Total Capital Revenue</b>	2,272,356
<b>Total Revenue</b>	8,005,917
<b>Total Income</b>	8,005,917
<b>Expenses</b>	
<b>Recurrent Expenses</b>	
Employee benefits	(1,469,920)
Materials & Services	(3,855,859)
Finance Costs	(22,643)
Depreciation	0
<b>Total Recurrent Expenses</b>	(5,348,422)
<b>Total Expenses</b>	(5,348,422)
<b>Net Result Attributable to Council</b>	2,657,495

**BOULIA SHIRE COUNCIL**  
**Balance Sheet**  
**For the period ended 31st December 2019**

	<i>2019 Actual</i>
<b>Current Assets</b>	
Cash and cash equivalents	15,603,166
Trade and other receivables	672,057
Inventories	<u>299,521</u>
<b>Total Current Assets</b>	16,574,744
 <b>Non-current Assets</b>	
Property, plant and equipment	<u>174,597,856</u>
<b>Total Non-current Assets</b>	174,597,856
 <b>TOTAL ASSETS</b>	<u>191,172,600</u>
 <b>Current Liabilities</b>	
Trade and other payables	(225,628)
Borrowings	(27,476)
Provisions	<u>(595,414)</u>
<b>Total Current Liabilities</b>	(848,518)
 <b>Non-current Liabilities</b>	
Borrowings	(1,061,743)
Provisions	<u>(199,875)</u>
<b>Total Non-current Liabilities</b>	(1,261,618)
 <b>TOTAL LIABILITIES</b>	<u>(2,110,136)</u>
 <b>NET COMMUNITY ASSETS</b>	<u><u>193,282,736</u></u>
<b>Community Equity</b>	
Asset revaluation reserve	103,435,167
Retained surplus	89,847,569
<b>TOTAL COMMUNITY EQUITY</b>	<u><u>193,282,736</u></u>

**BOULIA SHIRE COUNCIL**  
**Statement of Cash Flows**  
**For the period ended 31st December 2019**

*2019 Actual*

<b>Cash Flows from Operating activities:</b>	
Receipts from customers	3,003,302
Payments to suppliers and employees	(5,722,486)
	(2,719,184)
Interest received	104,961
Rental income	127,680
Non-capital grants and contributions	2,268,720
Borrowing costs	(22,643)
<b>Net Cash Inflow (Outflow) from Operating Activities</b>	<b>(240,466)</b>
 <b>Cash Flows from Investing activities:</b>	
Payments for property, plant and equipment	(3,135,590)
Proceeds from sale of property, plant and equipment	323,058
Grants, subsidies, contributions and donations	2,272,356
<b>Net Cash Inflow (Outflow) from Investing activities</b>	<b>(540,176)</b>
 <b>Cash Flows from Financing activities</b>	
Repayment of borrowings	(24,806)
<b>Net Cash Inflow (Outflow) from Financing activities</b>	<b>(24,806)</b>
 <b>Net Increase (Decrease) in Cash and Cash Equivalents held</b>	 <b>(805,448)</b>
 <b>Cash and Cash Equivalents at beginning of Reporting period</b>	 16,408,614
 <b>Cash and Cash Equivalents at end of Reporting period</b>	 <b>\$ 15,603,166</b>

<b>CONSULTATION:</b> Nil
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<b>GOVERNANCE IMPLICATIONS:</b> Nil
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<b>RECOMMENDATION:</b>
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That the Manager of Corporate & Financial Services December 2019 Report be received for information.
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<b>DOCUMENTS TO BE TABLED:</b>
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Capital Major Projects, Capital Road Works, Flood Damage Works, Revenue & Expenditure Report
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Reviewed and Approved by Chief Executive Officer	Ms Lynn Moore
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# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Community Services December 2019 Report	<b>DOC REF:</b> Item CSM1
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<b>REPORT BY:</b>	Mrs Julie Woodhouse Community Services Manager	<b>DATE:</b> 06/01/2020
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### **CORPORATE PLAN REFERENCE:**

Key Priority 1: A strong supportive community environment

1.1: Promotion of community events, services and facilities

1.1.3 Maintain a high quality of life by providing facilities and resources that encourage a secure, interactive and progressive community lifestyle

1.2: Respecting our culture and heritage, past, present and future

1.2.1 To preserve and promote the heritage and diverse cultures of our community

1.2.2 To maintain, preserve, develop and provide access to our region's history

1.2.3 To promote the heritage, arts and cultures of our communities

Key Priority 3: Economic Development – A sustainable local economy

3.1: Facilitate employment and investment opportunities

3.1.2 Council owned housing is managed, is affordable, and which is suitable to meet demands

3.4: Promote Bouliia Shire and the RAPAD region as a region for tourism and development opportunities

### **PURPOSE:**

To provide Council with an update of the activities associated with Councils' community development activities.

### **CONTENT:**

Current housing available:

<u>ACTIVITY</u>	<u>Number</u>
Total houses available for occupation currently	1
Total units available (includes 1 pensioner unit)	1
Total Council units are always kept vacant for use by visiting professionals	1
Total Council furnished units being used by contractors	1
Houses/units being renovated/painted	0
Applications for rental for December	4

### **Housing:**

A copy of the Housing minutes for December 2019 will be presented to Council within the Closed Session of Council.

Houses on Burke, Moonah and Herbert Street have been allocated to/earmarked for employees.

House inspections will take place on the 19<sup>th</sup> and 20<sup>th</sup> February.

### **Tourism:**

Council has appointed a new Tourism Officer to start in February 2020. Lorraine has previous experience in tourism and administration.

**Grants:**

- A Community Drought Support Program application went in for the total amount of \$47,000 to get Ashtons Circus back and a year of films to be shown in the hall.
- A submission went to the 2020 Celebrating Reconciliation Program for the amount of \$2,500 to hold a Cultural Day for the community at the end of May.

**Community:**

The annual Council Seniors Christmas lunch was held at the Australian Hotel and was once again wonderfully catered for. This year Senator Susan McDonald was invited with the Mayor to join with the attendees for a sumptuous lunch.

The Council sponsored Christmas stockings for the children who attended the annual Council staff party.

The annual Council Christmas lights competition was hotly contested between the three winners as below. There were also two entries from rural properties.

1. Tim Edgar
2. Leaim Shaw
3. Boulia Police Station

**GOVERNANCE IMPLICATIONS:** Nil**RECOMMENDATION:**

That the Community Services December 2019 Report be received for information.

**ATTACHMENTS:**

- Grant Funding Register – Approved items
- Grant Funding Register – Pending items

Approved by Chief Executive Officer

Ms Lynn Moore

Grant Funding Register - Approved items

Project Name	Grant / Funding Body	Amount of Funding applied for	Council Cash or in kind Contribution	Other funding source \$'s	Total Project Cost	NOTES	Amount of Funding approved	Expected Project Completion Date	Works Completed
Upgrade Urandangi Health Clinic - auspiced	Western Qld Primary Health Network	\$ 50,000	\$ -	\$ -	\$ 50,000	Funding auspiced by Council for Urandangi Health Clinic. Trust A/c	\$ 50,000	30th June 2018	
Regional Community Hub (Study)	MIPP_Maturing Infrastructure Pipeline	\$ 66,220	\$ -	\$ -	\$ 66,220	monthly finance rep needed	\$ 75,310	21/8/2020	
Arts Qld	RADF funding	\$ 15,000	\$ 2,250	\$ -	\$ 15,000	Community	\$ 12,000	16/09/2019	
First 5 Forever Program	Queensland State Library				\$ 1,000				
Airport Industrial Estate	Building our Regions	\$ 994,800	\$ -	\$ -	\$ 994,800	Stage 1, industrial airport land	\$ 994,800	13/12/2019	
First Start Program	Department of Employment, Small Business and Training	\$ 30,000	\$ -	\$ -	\$ 15,000	Was originally for 2 x Traineeships: Admin and Horticulture, only Admin traineeship able to progress	\$ 30,000		
Combatting Pest and Weeds	Department of Ag and Water Resources	\$ 100,000	\$ -	\$ 99,498	\$ 199,498	Stage 2 Hamilton Channels	\$ 100,000	1/12/2019	
Get Ready Qld	Qld State Government	\$ 4,880	\$ -	\$ -	\$ 4,880		\$ 4,880.00	1/12/2019	
LDMG EMERGENCY GENERATOR	2018-2019 Queensland Disaster Resilience Fund (QDRF) and the Prepared Communities Fund (PCF) via Queensland Reconstruction Authority	\$ 42,541	\$ -	\$ -	\$ 42,541		\$ 42,541	30/6/2020	
Bouliia Town Infrastructure Upgrade - W4Q3	Work's For Queensland Round 3 - Department of Infrastructure, Local Government and Planning	\$ 520,000	\$ -	\$ -	\$ 520,000		\$ 520,000	30/6/2021	
Bouliia Town Water Infrastructure Upgrade - W4Q3	Work's For Queensland Round 3 - Department of Infrastructure, Local Government and Planning	\$ 180,000	\$ -	\$ -	\$ 180,000		\$ 180,000	30/6/2021	
Urandangi Town Infrastructure Upgrade - W4Q3	Work's For Queensland Round 3 - Department of Infrastructure, Local Government and Planning	\$ 130,000	\$ -	\$ -	\$ 130,000		\$ 130,000	30/6/2021	
Bouliia Shire Council Road Network Upgrade Signage and Weed Control - W4Q3	Work's For Queensland Round 3 - Department of Infrastructure, Local Government and Planning	\$ 200,000	\$ -	\$ -	\$ 200,000		\$ 200,000	30/6/2021	
Urandangi Water Tanks Relining & Hydrosmart Installation	LGGSP		\$ 50,600	\$ -	\$ 253,000		\$ 202,400	30/06/2021	
Qld Day 2020	Qld State Government 2020 Qld Day sponsorship	\$ 3,860	\$ 1,860				\$ 2,000	6/07/2019	
Security Cameras & Installation	LGGSP		\$ -	\$ -	\$ 77,467	Upgrade security systems at Library, Sports Centre, Admin Office. New system installation at Heritage Complex and Dump.	\$ 77,467	30/06/2021	

TOTAL AMOUNT OF FUNDING APPROVED: \$ 2,621,398



Grant Funding Register - Pending items

Project Name	Grant / Funding Body	Amount of Funding applied for	Council Cash or in kind Contribution	Other funding source \$'s	Total Project Cost	Application closing date	Council Officer Responsible	NOTES
Boulia Airport Resurfacing and Security Fencing Upgrade	Building our Regions Round 5 - EOI	\$ 996,325	\$ -	\$ -	\$ 996,325	30/8/19	DWO	
Springvale Road realignment	Department of Transport and Main Roads Black Spot Program	\$ 414,916	\$ -	\$ -	\$ 414,916		DWO	
Womens Week funding	Dept of Child Safety, Women	\$ 2,670	\$ 150	\$ -	\$ 2,820	31/10/2019	CSM	pamper day
Celebrating Reconciliation - Cultural Day for the community	DATSIP - Celebrating Reconciliation Week 2020	\$ 2,500	\$ -	\$ -	\$ 2,500	9/11/2019	CSM	family fun day, cultural displays, food
Old Health	TRAIC	\$ 61,000	\$ -	\$ -	\$ 61,000	13/11/2019	CSM	community projects as per TRAIC workshop
Flagpole	Saluting their Service funding	\$ 2,690	\$ 1,200	\$ -	\$ 3,890	4/11/2019	CSM	
Tennis Court Lighting/Security	Active Community Infrs. Round 1/Sports & Rec Dept Housing and Public Works	\$ 104,000	\$ -	\$ -	\$ 104,000	6/12/2019	CSM	
Community Drought support program	Dept of Communities, Disabilities, Health Services	\$ 47,000	\$ -	\$ -	\$ 47,000	13/11/2019	CSM	circus and 1 year of movies in hall
Boulia SES Facility Upgrade	Queensland Fire and Emergency Services - SES	\$ 59,446.62	\$ -	\$ -	\$ 59,446.62	31/12/2019	EA	announcements expected in March 2020
Boulia Regional Community Precinct	Building Better Regions Round 4	\$ 7,342,200	\$ 815,800	\$ -	\$ 8,158,000	19/12/2019	CEO	Construction of Regional Community Precinct. Application for 90% funding with a 10% Council co-contribution.
Total Amount of Funding applied for		\$ 9,032,748						

# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Min Min Encounter December 2019 Report	<b>DOC REF:</b> Item F
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<b>REPORT BY:</b>	Sandra Capewell	<b>DATE:</b> 24/12/2019
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### CORPORATE PLAN REFERENCE:

Key Priority 1: A strong supportive community environment

1.1: Promotion of community events, services and facilities

1.1.3 Maintain a high quality of life by providing facilities and resources that encourage a secure, interactive and progressive community lifestyle

1.2: Respecting our culture and heritage, past, present and future

1.2.1 To preserve and promote the heritage and diverse cultures of our community

1.2.2 To maintain, preserve, develop and provide access to our region's history

1.2.3 To promote the heritage, arts and cultures of our communities

Key Priority 3: Economic Development – A sustainable local economy

3.4: Promote Boulia Shire and the RAPAD region as a region for tourism and development opportunities

### PURPOSE:

To report on the day to day operations of the Min Min Encounter and to promote tourism in the Shire and surrounding region.

### CONTENT:

Monthly Activity Statistics:

Daily Sales for December 2019	\$1884.50
MME Visitor Stats for December 2019	106
MME Show Stats for December 2019	6
BHC Stats for December 2019	9

Social Media Statistics for December 2019:

Page	Page Likes	Reached	Shares
Boulia Shire Council	1555	36,669	1587
Min Min Encounter	927	5822	356

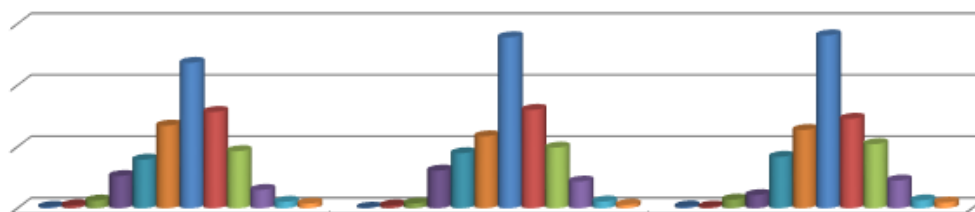
### REPORT ON ACTIVITIES HELD FOR DECEMBER 2019

Unfortunately due to air conditioner issues we had to turn a few people away from the Min Min show but most of them were happy to take in the Boulia Heritage Complex.

As the figures below show, the Min Min Encounter and Tourist Information Centre is still attracting a steady flow of visitors. Visitor numbers for December are up by 52 and sales up by \$756.00 compared to December 2018. So far there have only been 11 Boulia Shire Council Christmas vouchers redeemed.

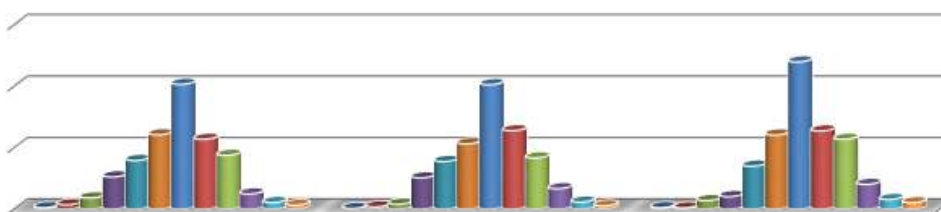
On return to work in the 2020 we will be ordering stock items ready for a bumper season.

### Min Min Encounter & BHC Tickets & Merchandise Sales



	2017	2018	2019
January	\$468.00	\$199.50	\$635.90
February	\$986.80	\$941.90	\$534.95
March	\$2,527.60	\$1,570.40	\$2,810.65
April	\$10,507.97	\$12,261.15	\$4,295.05
May	\$15,819.82	\$17,912.50	\$16,721.75
June	\$26,898.35	\$23,428.55	\$25,490.35
July	\$47,314.75	\$55,628.45	\$56,252.85
August	\$31,345.60	\$32,009.00	\$29,131.05
September	\$18,576.75	\$19,744.51	\$20,876.55
October	\$5,981.65	\$8,699.05	\$9,028.75
November	\$2,105.20	\$2,198.20	\$2,580.05
December	1,520.75	1,127.96	\$1,884.50

### Min Min Encounter Visitor Numbers



	2017	2018	2019
January	25	13	26
February	72	38	22
March	183	82	140
April	526	510	205
May	793	776	701
June	1212	1063	1208
July	2031	2026	2396
August	1138	1277	1273
September	877	835	1138
October	249	335	405
November	109	116	159
December	65	54	106

**RECOMMENDATION:**

That the Min Min Encounter December 2019 Report be received for information.

Reviewed by Community Services Manager

Mrs Julie Woodhouse

Approved by Chief Executive Officer

Ms Lynn Moore

# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Boulia Heritage Complex December 2019 Report	<b>DOC REF:</b> Item G
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<b>REPORT BY:</b>	Lindsay Leonard	<b>DATE:</b> 06/01/2020
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**CORPORATE PLAN REFERENCE:**

Key Priority 1: A strong supportive community environment  
 1.1: Promotion of community events, services and facilities  
     1.1.3 Maintain a high quality of life by providing facilities and resources that encourage a secure, interactive and progressive community lifestyle  
 1.2: Respecting our culture and heritage, past, present and future  
     1.2.1 To preserve and promote the heritage and diverse cultures of our community  
     1.2.2 To maintain, preserve, develop and provide access to our region's history  
     1.2.3 To promote the heritage, arts and cultures of our communities  
 Key Priority 3: Economic Development – A sustainable local economy  
 3.4: Promote Boulia Shire and the RAPAD region as a region for tourism and development opportunities

**PURPOSE:**

To update Council on the visitations and activities at the Boulia Heritage Complex.

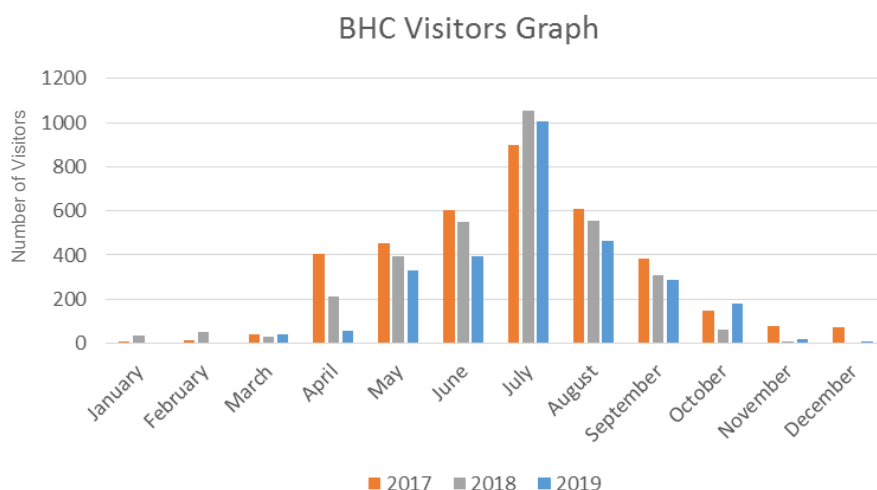
**CONTENT:**

Boulia Shire Council provides a well-appointed Heritage Complex which is open 5 days per week, Monday to Friday from 10am to 3pm.

ACTIVITY	CUSTOMER VOLUME - per month
Complex Visitors	7

We have had 7 visitors for the month of December. This month was very quiet visitor wise which is expected for this time of year. This month I have been working on putting together a video for the Picture Theatre display. I have also been working on the last few machinery signs and started putting together a booklet on the machinery in the yards.

**Visitor Statistics Comparison**



**RECOMMENDATION:**

That the Boulia Heritage Complex December 2019 Report is received for information.

Reviewed by Community Services Manager	Mrs Julie Woodhouse
Approved by Chief Executive Officer	Ms Lynn Moore

## BOULIA SHIRE COUNCIL

### Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Boulia Sports and Aquatic Centre December 2019 Report	<b>DOC REF:</b> Item H
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<b>REPORT BY:</b>	Natarsha Shaw Sports Centre Attendant	<b>DATE:</b> 06/01/2020
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#### **CORPORATE PLAN REFERENCE:**

Key Priority 1: A strong supportive community environment

1.1: Promotion of community events, services and facilities

1.1.1 Build a strong sense of community, capacity and pride by supporting partnerships

1.1.3 Maintain a high quality of life by providing facilities and resources that encourage a secure, interactive and progressive community lifestyle

1.3: Boulia Shire to have active inclusive communities

1.3.3 Facilitate opportunities for learning, social activities, community events, grants and funding programs

#### **PURPOSE:**

To inform Council of the current utilisation and activities of the centre.

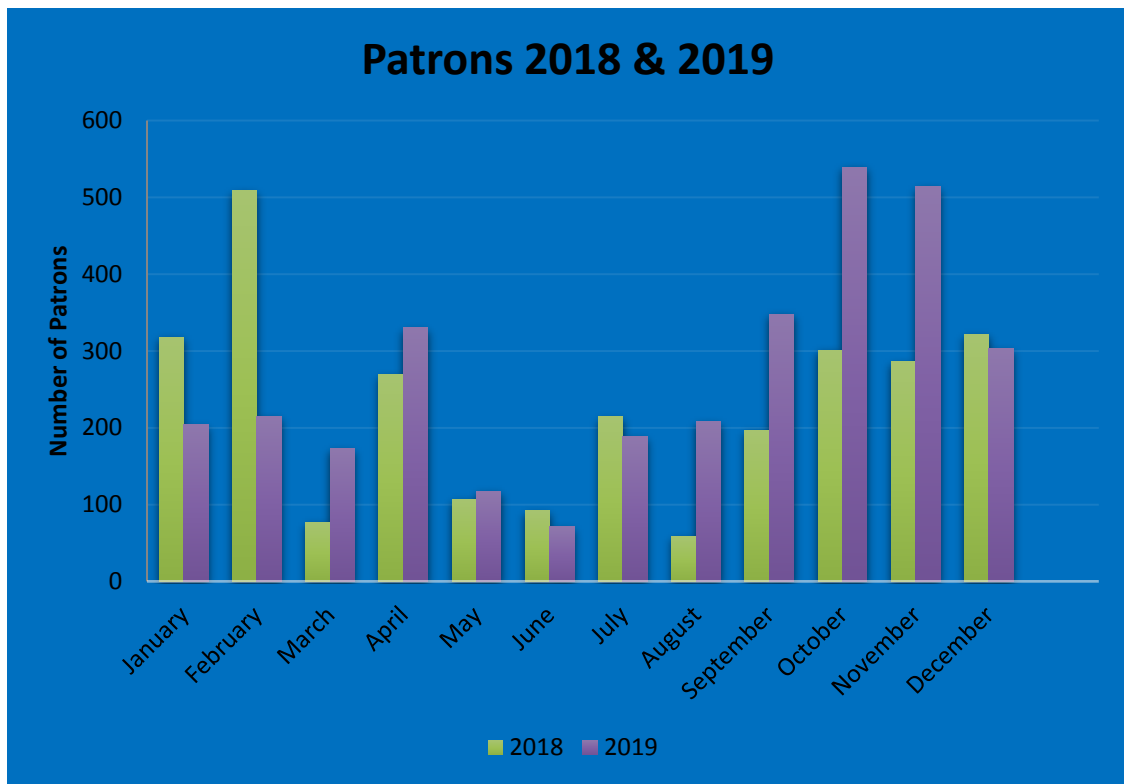
#### **CONTENT:**

The Sports and Aquatic Centre provides an important sports venue for the local residents of Boulia. It has an extensive gymnasium with up to date equipment and several large activity areas including the swimming pool. Charges are levied for membership with casual entry fees for ad-hoc visitation.

<b>ACTIVITY</b>	<b>CUSTOMER VOL PER MONTH</b>
• Gymnasium	During Hours: 21 After Hours: 10
• Squash	-
• Casual entry usage	87
• Kids usage	204
• Membership usage	12
• Merchandise sales	\$16.00
• Admission	\$90.50
• Refreshment sales	\$41.50

#### **Activities held this month:**

- ✚ This month myself along with Jan – Community Support and Michael – Boulia Police, have started an afterschool sports every Thursday. This has proved to be a great success with sometimes over 20 kids attending each week.
- ✚ We had a 2 week school holiday program for the kids and will run another program in January.



**RECOMMENDATION:**

That Council receive the Boulia Sports and Aquatic Centre December 2019 Report for information.

Reviewed by Community Services Manager

Mrs Julie Woodhouse

Approved by Chief Executive Officer

Ms Lynn Moore

# BOULIA SHIRE COUNCIL

## Report for Ordinary Meeting held on 20<sup>th</sup> January 2020

<b>TITLE:</b>	Library December 2019 Report	<b>DOC REF:</b> Item I
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<b>REPORT BY:</b>	Dorothy James	<b>DATE:</b> 09/01/2020
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### CORPORATE PLAN REFERENCE:

Key Priority 1: A strong supportive community environment

1.1: Promotion of community events, services and facilities

1.1.3 Maintain a high quality of life by providing facilities and resources that encourage a secure, interactive and progressive community lifestyle

1.2: Respecting our culture and heritage, past, present and future

1.2.1 To preserve and promote the heritage and diverse cultures of our community

1.2.2 To maintain, preserve, develop and provide access to our region's history

1.2.3 To promote the heritage, arts and cultures of our communities

### PURPOSE:

To update Council on the visitations and activities in the Library.

### CONTENT:

Boulia Shire Council provides a well-appointed Library facility which is open 5 days per week from 1pm to 5pm.

ACTIVITY	CUSTOMER VOLUME - per month
Library visitors	156
Wi Fi	38
Number of new members - local	1
Tourist Member	0

### LIBRARY ACTIVITIES

We welcomed one new local member to the Library last month. Visitor numbers have come up from our previous month which is good and we also have our Australia Day Colouring in and drawing Competition with the winners to be announced at the Australia Day breakfast.

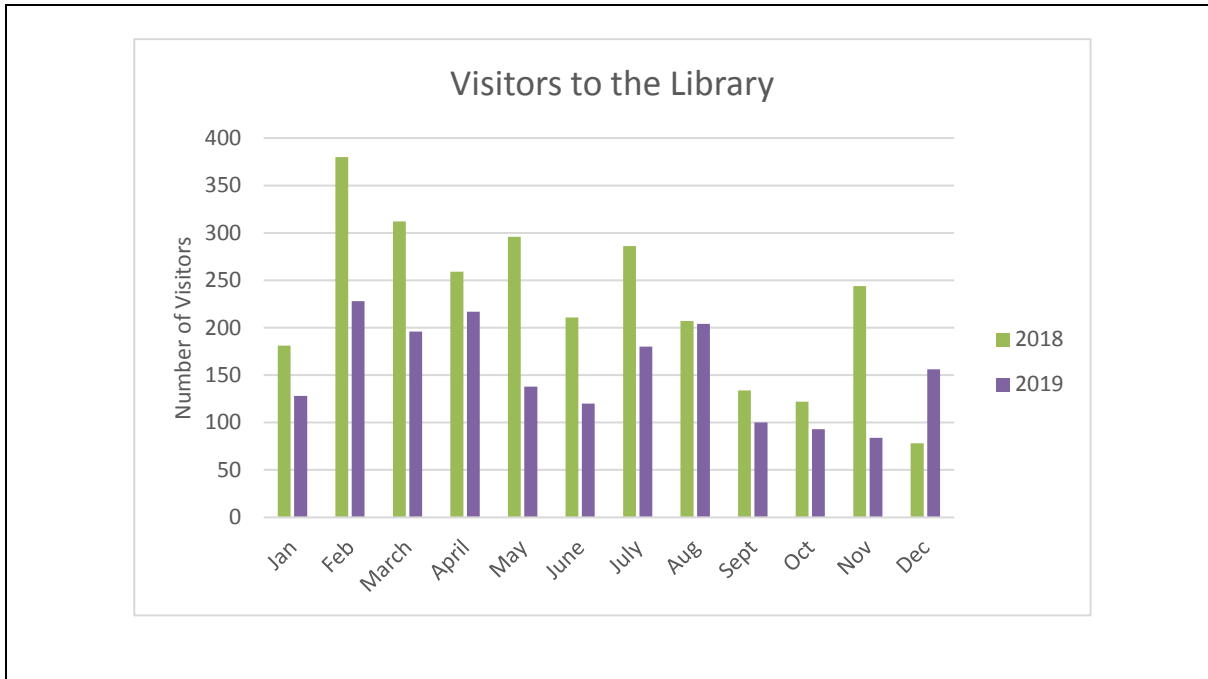
The Library continues to attract the children for school holiday visits, some enjoy playing the new board games while others try to improve their mathematics skills with reading eggs.

Printing is still being carried out for both the Min Min Encounter and the Boulia Heritage Complex.

The window display for last month was our Christmas Display and our new display is for Australia Day.

### Visitor Numbers

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2018	181	380	312	259	296	211	286	207	134	122	244	78
2019	128	228	196	217	138	120	180	204	100	93	84	156



**RECOMMENDATION:**

That Council receive the Library December 2019 report for information.

Reviewed by Community Services Manager

Mrs Julie Woodhouse

Approved by Chief Executive Officer

Ms Lynn Moore