

BOULIA SHIRE COUNCIL



ORDINARY MEETING

Friday 22 October 2021



Photo by: Peter Hindom

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

{current-date}

NOTICE FOR AN ORDINARY MEETING OF COUNCIL

NOTICE is hereby given that an **ORDINARY MEETING** of the Boulia Shire Council will be held on **Friday 22 October 2021** at the **Boulia Shire Hall** commencing at **9 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 Acknowledgement of Traditional Owners	6
2	Present	6
3	Apologies / Leave of Absence	6
4	Declaration of Interests	6
5	Mayoral Minutes	6
6	Notice of Motion	6
7	Request to Address Council in a Public Forum	7
8	Confirmation of Minutes from Previous Meetings	7
9	Reports	16
9.1	Works and Operations	16
9.1.1	Engineering Services Report – Newsbrief for September 2021	16
9.1.2	Grants Work Status Summary – September 2021.....	19
9.1.3	NDRRA Flood Damage Works Department September 2021 (Information Report)	21
9.1.4	Boulia Work Camp September 2021 Report.....	22
9.1.5	Foreman Roads Maintenance and Construction September 2021	23
9.1.6	Foreman, Road Maintenance and Utility Services September 2021 Report	24
9.1.7	Rural Lands Protection Officer September 2021 Report	28
9.2	Office of the Chief Executive.....	32
9.2.1	Risk Management Framework	32
9.2.2	Policy Reviews	56
9.2.3	WHS / Insurance / Risk Management September 2021 Report	77
9.2.4	Action List - September 2021	80
9.3	Corporate Services	85
9.3.1	Director of Corporate Services September 2021 Update	85
9.3.2	Data Supply Deed with Department of Resources	89
9.3.3	Finance Manager September 2021 Report.....	139
9.3.4	Budget Review 30 September 2021	144
9.4	Community Services	146

9.4.1 Community Services September 2021 Report.....	146
9.4.2 Library September 2021 Report.....	148
9.4.3 Min Min Encounter September 2021 Report.....	150
10 Late Reports	153
11 Closed Session.....	153
11.1.1 Plant Hire and Trade Services Register of Pre-Qualified Suppliers Tender BSC T2019-20-11	153
11.2.1 Boulia Work Camp - The Future	153
12 General Business	153



Ms Lynn Moore
Chief Executive Officer

Please note:

- *Some reports contained in this agenda make reference to 'confidential redacted' attachments. These attachments are not for public display as they are of a confidential nature and for Council use only and are therefore not included within the agenda.*
- *In some instances, due to unforeseen circumstances, the sequence of the Ordinary Meeting of Council on the meeting day may vary from the order of the agenda issued. The corresponding meeting minutes will follow the outline of the originally issued agenda, however the resolution numbers noted will be in accordance with the actual sequence of the meeting on the day.*

COMMONLY USED ACRONYMS

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

RISK MANAGEMENT

Council's risk management process is based around the following principles:

Risk Identification: Identify and prioritise reasonably foreseeable risks associated with activities, using the agreed risk methodology.

Risk Evaluation: Evaluate those risks using the agreed Council criteria.

Risk Treatment/Mitigation: Develop mitigation plans for risk areas where the residual risk is greater than our tolerable risk levels.

The Risk Matrix below is used to assess the likelihood and consequence of any risk to Council, to then identify any necessary treatment actions. This matrix will also be used to assess any risk identified in Council's reports:

Likelihood	Consequence				
	Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain 5 Is expected to occur at most times	Medium M - 5	High H - 10	High H - 15	Extreme E - 20	Extreme E - 25
Likely 4 Will probably occur at most times	Medium M - 4	Medium M - 8	High H - 12	High H - 16	Extreme E - 20
Possible 3 Might occur at some time	Low L - 3	Medium M - 6	Medium M - 9	High H - 12	High H - 15
Unlikely 2 Could occur at some time	Low L - 2	Low L - 4	Medium M - 6	Medium M - 8	High H - 10
Rare 1 May occur in rare circumstances	Low L - 1	Low L - 2	Medium M - 3	Medium M - 4	Medium M - 5

1 Meeting Opening with the Acknowledgement of Traditional Owners

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

The Mayor will also acknowledge past and present service personnel.

2 Present

Councillors: Councillor Eric (Rick) Britton
Councillor Sam Beauchamp
Councillor Tim Edgar
Councillor Jan Norton

Officers: Ms Lynn Moore (Chief Executive Officer)
Mrs Kaylene Sloman (Director of Corporate Services)
Mr Harin Karra (Director of Works and Operations)
Mr Rahul Bhargava (Finance Manager)
Ms Estelle van Tonder (Acting Executive Assistant)

3 Apologies / Leave of Absence

This item on the agenda allows Council the opportunity to receive apologies/leave of absence from Councillors unable to attend the meeting.

4 Declaration of Interests

To help ensure openness, accountability and transparency, in accordance with the *Local Government Act 2009*, Councillors must declare if they have a Prescribed Conflict of Interest or a Declarable Conflict of Interest in a matter. All declarations of interest are managed in accordance with the *Local Government Act 2009*.

This section also allows Councillors the opportunity to lodge new or make an amendment to their annual register of interests.

5 Mayoral Minutes

This item on the agenda allows business which the Mayor wishes to have considered at the meeting introduced without notice.

6 Notice of Motion

This item on the agenda allows matters of which notice has been given by Councillors to be considered at the meeting.

7 Request to Address Council in a Public Forum

A member of the public may take part in the proceeding of a meeting only when invited to do so by the Chairperson.

In each local government meeting, time may be required to permit members of the public to address the local government on matters of public interest related to local government. The time allotted shall not exceed fifteen (15) minutes and no more than three (3) speakers shall be permitted to speak at one meeting. The right of any individual to address the local government during this period shall be at the absolute discretion of the local government.

If any address or comment is irrelevant, offensive, or unduly long, the Chairperson may require the person to cease making the submission or comment.

For any matter arising from such an address, the local government may take the following actions:

- refer the matter to a committee
- deal with the matter immediately
- place the matter on notice for discussion at a future meeting
- note the matter and take no further action.

Any person addressing the local government shall stand, and act and speak with decorum and frame any remarks in respectful and courteous language.

Any person who is considered by the local government or the Mayor to be unsuitably dressed may be directed by the Mayor or Chairperson to immediately withdraw from the meeting. Failure to comply with such a request may be considered an act of disorder.

8 Confirmation of Minutes from Previous Meetings

This item in the agenda enables previous minutes of Council meetings to be confirmed.



**MINUTES OF THE ORDINARY MEETING
OF THE BOULIA SHIRE COUNCIL
HELD ON Friday 24 September 2021
COMMENCING AT 9:00 am**

1 Meeting Opening with the Acknowledgement of Traditional Owners

Please note:

In some instances, due to unforeseen circumstances, the sequence of the Ordinary Meeting of Council on the meeting day may vary from the order of the agenda issued. The corresponding meeting minutes will follow the outline of the originally issued agenda, however the resolution numbers noted will be in accordance with the actual sequence of the meeting on the day.

The Mayor opened the meeting at 09:44 am.

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 and declaration of contact with or engagement of lobbyists.

2 Present

Councillors: Councillor Eric (Rick) Britton
Councillor Sam Beauchamp
Councillor Tim Edgar
Councillor Jack Neilson
Councillor Jan Norton

Officers: Ms Lynn Moore (Chief Executive Officer)
Mrs Kaylene Sloman (Director of Corporate Services)
Mr Harin Karra (Director of Works and Operations)
Ms Estelle van Tonder (Acting Executive Assistant)

3 Apologies / Leave of Absence

There were no apologies or leaves of absence for this meeting.

4 Declaration of Interests

Councillor Edgar declared a Prescribed Conflict of Interest in the report 11.1.1 Sale of Council Housing - 54 Moonah Street in accordance with the *Local Government Act 2009* section 150EM due to being the applicant for approval. Councillor Edgar will leave the meeting while this matter is discussed and voted on.

5 Mayoral Minutes

There were no Mayoral Minutes to be noted at this meeting.

6 Notice of Motion

There were no notices of motions to be noted at this meeting.

7 Request to Address Council in a Public Forum

There were no requests to address the Council.

8 Confirmation of Minutes from Previous Meetings

Moved: Cr Neilson

Seconded: Cr Norton

That the minutes of the Ordinary Meeting held on 27 August 2021 be accepted.

Resolution No.: 2021/9.1

Carried

9 Reports

9.1 Works and Operations

TITLE:	Engineering Services Report – Newsbrief for August 2021	DOC REF: 9.1.1
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PURPOSE: To inform Council on the progress of various items through an information update.
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Moved: Cr Neilson

Seconded: Cr Beauchamp

That the Engineering Services Report – Newsbrief for August 2021 be noted.

Resolution No.: 2021/9.2

Carried

TITLE:	Grants Work Status Summary – August 2021	DOC REF: 9.1.2
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PURPOSE: To advise Council of the progress of projects being completed with the assistance of either funding provided by Council, State or Federal Grants.
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Moved: Cr Britton

Seconded: Cr Edgar

That the Grants Work Status Summary August 2021 report on the progress of the funded projects be received for information.

Resolution No.: 2021/9.3

Carried

TITLE:	Foreman, Road Maintenance and Utility Services August 2021 Report	DOC REF: 9.1.3
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PURPOSE:

To inform Council of the current utilisation and activities of the Town Department during the month of August 2021.

Moved: Cr Britton

Seconded: Cr Norton

That Council receive the Foreman, Road Maintenance and Utility Services August 2021 report for information.

Resolution No.: 2021/9.4

Carried

TITLE:	Foreman Roads Maintenance and Construction August 2021	DOC REF: 9.1.4
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PURPOSE:

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

Moved: Cr Beauchamp

Seconded: Cr Neilson

That Council receive the Foreman Roads Maintenance and Construction August 2021 Report for information.

Resolution No.: 2021/9.5

Carried

The meeting was adjourned for the Official handover of the new SES Trailer at 10:30 am.
The meeting resumed at 10:55 am.

TITLE:	Rural Lands Protection Officer AUGUST 2021 Report	DOC REF: Item D
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PURPOSE:

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

Moved: Cr Neilson

Seconded: Cr Britton

That the Rural Lands Protection Officer August 2021 Report be received for information

Resolution No.: 2021/9.6

Carried

9.2 Office of the Chief Executive

TITLE:	Chief Executives Report for August 2021	DOC REF: 9.2.1
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PURPOSE:

To advise Council of the activities of the Chief Executive Office.

Moved: Cr Norton

Seconded: Cr Neilson

That the Chief Executive Officer August 2021 report be received for information.

Resolution No.: 2021/9.7

Carried

TITLE:	Action List - August 2021 Update	DOC REF: 9.2.2
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PURPOSE:

To present to Council an updated Action List.

Moved: Cr Edgar

Seconded: Cr Beauchamp

That the Action List update for August 2021 be received for information.

Resolution No.: 2021/9.8

Carried

The meeting was adjourned for lunch at 11:55 am.

The meeting resumed at 11:40 am.

TITLE:	Annual Valuation effective June 2022	DOC REF: 9.2.3
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PURPOSE:

To respond by the 11th October 2021 to the request for an annual valuation to be completed by the Valuer General.

In line with the requirements of the Act, they seek our local government's opinion on whether a valuation of our local government should be undertaken to be effective on 30 June 2022.

Moved: Cr Britton

Seconded: Cr Norton

That a letter of response be returned to advise the Valuer General of Council's recommendation regarding valuation for the 2022 period.

Resolution No: 2021/9.9

Carried

TITLE:	WHSA / Insurance / Risk Management August Report	DOC REF: 9.2.4
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PURPOSE:

To inform Council of progressions and or issues of concern regarding Workplace Health and Safety.

Moved: Cr Beauchamp

Seconded: Cr Neilson

That Council receive the Workplace Health and Safety - WHSA / Insurance / Risk Management August 2021 Report for information.

Resolution No.: 2021/9.10

Carried

9.3 Corporate Services

TITLE:	Director of Corporate Services August 2021 Update	DOC REF: 9.3.1
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PURPOSE:

To advise Council of the activities of the Director of Corporate Services.

Moved: Cr Britton

Seconded: Cr Neilson

That the Director of Corporate Services August 2021 Report be received for information purposes.

Resolution No.: 2021/9.11

Carried

TITLE:	Landfill Remediation Policy	DOC REF: 9.3.2
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PURPOSE:

To review and update Council's Policies in accordance with the adopted procedure to ensure that Policies made by Council are compliant with legislation and are reviewed in a timely manner.

Moved: Cr Britton

Seconded: Cr Beauchamp

That the policy Landfill Remediation be endorsed as presented and are loaded on the Councillor Hub.

Resolution No.: 2021/9.12

Carried

TITLE:	Audit & Risk Management Committee Report	DOC REF: 9.3.3
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PURPOSE:

To present Council with the Audit and Risk Management Meeting Minutes held on 30th August 2021.

Moved: Cr Britton

Seconded: Cr Neilson

That the Director of Corporate Services Audit Report for August 2021 be received for information.

Resolution No.: 2021/9.13

Carried

TITLE:	Finance Manager August 2021 Report	DOC REF: 9.3.4
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PURPOSE:

Financial Summary as at 31st August 2021

Moved: Cr Edgar

Seconded: Cr Beauchamp

That the Finance Report for August 2021 Report be received for information.

Resolution No.: 2021/9.14

Carried

9.4 Community Services

TITLE:	Community Services August Report	DOC REF: 9.4.1
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PURPOSE:

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

Moved: Cr Britton

Seconded: Cr Neilson

That the Community Services August Report be received for information.

Resolution No.: 2021/9.15

Carried

TITLE:	Community Drought Support 2021 Funding	DOC REF: 9.4.2
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PURPOSE:

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

Moved: Cr Britton

Seconded: Cr Neilson

That Council arrange for 500 (five hundred) cards to be uploaded with \$200 (two hundred dollars) each. These cards will be allocated to persons with a Boulia or Urandangi address, reflected on their drivers licence as at 24 September 2021. These cards are only to be used for purchases at local stores and valid until December 2022.

Resolution No.: 2021/9.16

Carried

TITLE:	Television Advertising Report	DOC REF: 9.4.3
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PURPOSE:

To report to Council on Community Services tourism advertising activities to promote Boulia.

Moved: Cr Britton

Seconded: Cr Beauchamp

That this information report be received.

Resolution No.: 2021/9.17

Carried

TITLE:	Sports Centre August 2021 Report	DOC REF: 9.4.4
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PURPOSE:

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

Moved: Cr Neilson

Seconded: Cr Britton

That Council receive the Boulia Sports and Aquatic Centre August 2021 Report for information.

Resolution No.: 2021/9.18

Carried

TITLE:	Library August 2021 Report	DOC REF: 9.4.5
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PURPOSE:

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

Moved: Cr Beauchamp

Seconded: Cr Norton

That Council receives the August 2021 Library Report for information.

Resolution No.: 2021/9.19

Carried

TITLE:	Boulia Heritage Complex August 2021 Report	DOC REF: 9.4.6
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PURPOSE:

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

Moved: Cr Norton

Seconded: Cr Britton

That the Boulia Heritage Complex August 2021 Report be received for information.

Resolution No.: 2021/9.20

Carried

TITLE:	Min Min Encounter August 2021 Report	DOC REF: 9.4.7
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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: Cr Norton

Seconded: Cr Neilson

That the Min Min Encounter August 2021 Report be received for information.

Resolution No.: 2021/9.21

Carried

10 Late Reports

There were no late reports presented at this meeting.

11 Closed Session

CLOSED MEETING AT 2:39 pm

Moved: Cr Britton

Seconded: Cr Beauchamp

That Council move into Closed Session in accordance with the Local Government Regulation 2012 section 254J (3) on the following provision:

(g) negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government;

Resolution No.: 2021/9.22

Carried

OUT OF CLOSED SESSION AT 2:44 pm

Moved: Cr Neilson

Seconded: Cr Beauchamp

It was resolved Council move out of the closed meeting, and adopt the recommendations discussed in closed committee.

Resolution No.: 2021/9.23

Carried

Moved: Cr Britton

Seconded: Cr Norton

The following recommendations were resolved from the closed session:

1. That Council proceed with the sale of 54 Moonah Street to the approved applicant as per the conditions imposed under the Ministerial consent received and the approval to proceed received from the Department of Local Government Racing and Multicultural Affairs.
2. That the council approve the CEO to do all things necessary to progress the sale of 54 Moonah Street as per Ministerial approval.

Resolution No: 2021/9.24

Carried

12 General Business

There was no general business to be noted at this meeting.

13 Meeting Closure

The Mayor closed the meeting at 3:01 pm.

14 Confirmed

Minutes to be confirmed at the next Ordinary Meeting of Council.

9 Reports

9.1 Works and Operations

TITLE:	Engineering Services Report – Newsbrief for September 2021	DOC REF: 9.1.1
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REPORT BY:	Stuart Bourne GBA - Senior Civil Engineer	DATE: 18/10/2021
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CORPORATE PLAN REFERENCE:

Key Priority 2: Built Environment

2.3: Well-planned - land, open spaces and assets

2.3.1: Develop and implement a robust Asset Management Strategy to support effective long-term asset management

Key Priority 3: Economic Development

3.2: Advocate for the region through regional networks

3.2.1: Advocate and support the development of the Outback Highway

Key Priority 4: Natural Environment

4.2: Resilient management plans which support the community in times of crisis

4.2.1: Implement initiatives for flood responses and to plan, prepare, respond, recover and build resilience from disasters for the communities of our region

RISK MANAGEMENT:

Information Report only - not applicable.

PURPOSE:

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

CONTENT:

1. Visits to the Shire

5 th -7 th October	Stuart Bourne Nathan Raasch	Meeting with Harin Bouliia-Djarra Priority Inspection 93E Diamantina Development Road 69600-79900 CH
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2. Flood Damage Works

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

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 the value of \$1.050m. In Field assessment was held in Bouliia on the 16-19th September 2019 for the REPA works. Submission has been approved by QRA for a total value of \$14,231,596.59. Job Management Plan completed. Cultural Heritage Risk assessment complete. CH Site inspections Feb 2021. The completion date of the event has been extended by 12 months. Completion due June 2022.

The Jan 2020 Monsoonal Flooding Event (QLD Monsoonal Flooding, 23 Jan – 3 Feb 2020) has been activated. Emergency works are complete and submission has been uploaded to MARS for acquittal with submission value of \$494,438.07 (BoSC.0011.1920E.EWK).

Emergency works Submission is approved for a value of \$494,154.85. REPA Pickup has been completed on Donohue Highway only. REPA Submission has been uploaded to MARS with submission value of \$450,999.46 (BoSC.0008.1920.REC). In Field assessment completed on 8th May. The submission has been approved by QRA for \$450,999.46. Scope of works has been uploaded into Asset Edge Recover system. Works has not commenced on this event.

3. Other

Donohue Highway: Outback Way Funding Package 2

There is 76.1 km left to seal which is about 30% (locations left are Lake Wanditti and Pituri to Kellys Ck and 2.7km near the emergency airstrip).

Design is complete for Stage 7 and 8.

Cultural Heritage inspections were completed early August for stage 7 & 8 and CH report underway.

4. Industrial Subdivision

Purchase order submitted to Ergon for the power reticulation. Ergon detailed design complete, prestart meeting done. Sewer Design now complete materials being procured.

5. Wills Street Drain

Survey of Wills St and adjacent streets completed options analysis and design nearly complete.

6. Bengeacca Crossing

\$1.7m QRA resilience funding – top up as required with Outback Way Package 3.

Survey of crossing to be completed 13th August, cultural heritage assessment was completed late August for sidetrack and CH report is complete and getting finalised along with the design.

7. DTMR 20D Flood Damage and Dump Road Access

Cover Aggregate RFQ Closed 8/10/2021

Assessment of quotes started.

Bitumen RFT Closes 22/10/2021

Seal date late November pending procurement.

8. Bouliia Airport Surface Rejuvenation, Crack Sealing and Line Marking

RFQ's released 1st October and closes 15/10/2021

CONSULTATION:

Nil – information update only

GOVERNANCE IMPLICATIONS:

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

RECOMMENDATION:

That the Engineering Services Report – Newsbrief for September 2021 be noted.

ATTACHMENTS:

1. Flood Damage Events - Detailed Summary (ID 398455) [9.1.1.1 - 1 page]

Reviewed by Director of Works and Operations

Mr Harin Karra

Approved by Chief Executive Officer

Ms Lynn Moore

Boulia Shire Council

Flood Damage Events - Detailed Summary (08/10/2021)

QRA Event Code	Activation	Type	Submitted Value(Inc PM,Esc and Cont)	Approved Submission Value (Inc PM,Esc and Cont)	Final Expenditure (Acquittal)	Comments
BoSC.23.18	March. 2018	REPA	\$ 7,200,421.00	\$ 3,994,189.65	\$ 2,811,273.65	Works Completed. Acquittal Completed
BoSC.0006.1819G.REC	March. 2019	REPA	\$ 14,706,416.51	\$ 14,231,596.59		Approved, works commenced
BoSC.0011.1920E.EWK	Jan/Feb 2020	Emergency Works	\$ 494,438.07	\$ 494,154.58	\$ 494,438.07	Approved/ Works Complete
BoSC.0008.1920.REC	Jan/Feb 2020	REPA	\$ 450,999.46	\$ 450,999.46		Approved - Donohue only

TITLE:	Grants Work Status Summary – September 2021	DOC REF: 9.1.2
REPORT BY:	Mr Harin Karra Director of Works and Operations	DATE: 18/10/2021
CORPORATE PLAN REFERENCE:		
Key Priority 2: Built Environment 2.2: Sustainable - housing, buildings and community infrastructure 2.2.2: Provide and maintain well planned community assets to meet the needs of our community Key Priority 6: Lifestyle and Community 6.1: Facilitate opportunities for community development 6.1.3: Maintain a high quality of life by providing facilities and resources that encourage a secure, interactive and progressive community lifestyle		
RISK MANAGEMENT:		
Information Report only - not applicable.		
PURPOSE:		
To advise Council of the progress of projects being completed with the assistance of either funding provided by Council, State or Federal Grants.		
CONTENT:		
<p>Currently Council has several funding streams which are providing funds to complete various programs across the Shire. Without this type of 'unrestricted' funding Council would be unable to complete these projects and is grateful to receive grants from the following departments:</p> <p>W4Q - Work for Queensland (DILGP - Department of Infrastructure, Local Government and Planning - State funding)</p> <p>COVID W4Q - COVID Works for Queensland (DLGRMA - Department of Local Government, Racing and Multicultural Affairs – State funding)</p> <p>LGGSP - Local Government Grants and Subsidies Program (DILGP - Department of Infrastructure, Local Government and Planning - State funding)</p> <p>DCP - Drought Communities Program (Dept of Infrastructure and Regional Development – Federal funding)</p> <p>DCP Ext. - Drought Communities Programme - Extension (Department of Infrastructure, Transport, Cities & Regional Development – Federal funding)</p> <p>BoR - Building Our Regions Funding (DSD - Dept of State Development – State funding)</p> <p>LRCI - Local Roads and Community Infrastructure Program (Department of Infrastructure, Transport, Regional Development and Communications – Federal funding)</p> <p>Current Project status –</p> <p>All projects under the LGGSP, LRCI, Works for Queensland Round 3 and COVID Works for Queensland Program have been completed with the exception of the Construction of New Residential Building (Caretaker's house at the Racecourse Reserve) which has been granted an extension of time until the 30th December 2021. Building delivered services and concrete driveway to be installed. and the Heritage Complex Fencing Upgrade which has been granted an extension of time until the 30th December 2021.</p> <p>BOR R4 - Boulia Industrial Estate – Applied for a variation for an extension of time to the 30th December 2021. Extension approved until March 2022.</p>		

Works for Queensland Round 4 -

Council Housing Renovations	Painting, renovation bathrooms, kitchen, painting, replacing stumps, stairs etc	Yet to commence
Min Min Encounter-	Painting, walls, ceiling, flooring, fitout	Yet to commence; Scope variation to be applied
Robinson Park shelter	New shade shelter for playground	Design work commenced.
ANZAC Garden gazebo	New shade structure for the ANZAC Garden	Design work commenced
Improve the sewer aeration system	Purchase and installation of solar power unit.	Construction work will commence in end of October.
Digital TV	New Project – Urandangi solar system to the Depot.	Variation approved by council. Yet to be submitted to the Department.

LRCI Phase 2 - Industrial Subdivision services: installation of sewer and comms services – sewer and manholes arrived awaiting on the sewer poly.

LRCI Phase 3 – Industrial Estate pave and seal – yet to commence.

CONSULTATION:

George Bourne and Associates (GBA) – various tenders.

GOVERNANCE IMPLICATIONS:

All programs have been included in the budget for 2021-22.

RECOMMENDATION:

That the Grants Work Status Summary September 2021 report on the progress of the funded projects be received for information.

ATTACHMENTS: Nil

Reviewed and Approved by Chief Executive Officer

Ms Lynn Moore

TITLE:	NDRRA Flood Damage Works Department September 2021 (Information Report)	DOC REF: 9.1.3
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REPORT BY:	Gordon Stumbris Consultant Works Overseer	DATE: 18/10/2021
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CORPORATE PLAN REFERENCE:

Key Priority 2: Built Environment
 2.1: Fit for purpose - roads, airport infrastructure
 2.1.1: Develop, manage and maintain Council controlled roads and airport infrastructure to sustain and improve connectivity and safety

RISK MANAGEMENT:

Information Report only - not applicable.

PURPOSE:

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

CONTENT:

Current Projects

We currently have five sites that our Flood damage contractors are working on, they are:

Harris Crew (1) Urandangi North Rd – Heavy Formation Grade,

Harris Crew (2) Urandangi Border Rd – Medium Formation Grade,

Harris Crew (3) South Urandangi Rd – Heavy Formation Grade,

Haulage Crew - Headingly Rd,

Mixed Crew - Linda Downs Rd - Heavy Formation Grade utilising a Stabilising Machine,

Please note, Headingly Rd, North Urandangi Rd plus Urandangi Border Rd will all be completed by October 31st, 2021, the remaining two (2) projects being South Urandangi Rd & Linda Downs Rd will be fully completed by November 2021.

Future Works

Cravens Peak Road - To commence late October for a schedule completion prior to Break-up (14-12-2021)

CONSULTATION:

GBA as project officers on NDRRA Flood damage work.

GOVERNANCE IMPLICATIONS:

All work completed within NDRRA guidelines and budget allocations.

RECOMMENDATION:

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

ATTACHMENTS: Nil

Reviewed by Director of Works and Operations	Mr Harin Karra
Approved by Chief Executive Officer	Ms Lynn Moore

TITLE:	Boulia Work Camp September 2021 Report	DOC REF: 9.1.4
REPORT BY:	Vic Strowger Filed Supervisor, Correctional Officer Townsville Correctional Centre	DATE: 18/10/2021
CORPORATE PLAN REFERENCE: Key Priority 1: Social License 1.1: Enhance sporting, recreational & cultural facilities and activities 1.1.1: Build a strong sense of community by supporting local groups and organisations		
RISK MANAGEMENT: Information Report only - not applicable.		
PURPOSE: To advise of the activities of the Boulia Work Camp from 1 st to 29 th September 2021.		
CONTENT: During this period the below community work was conducted:		
<ul style="list-style-type: none"> ▪ Racecourse Reserve – Maintain watering of Area ▪ Racecourse Reserve – Mow and whipper snip area ▪ Racecourse Reserve – Prepare area for event in October ▪ Town Common Fence near Pony Club – Remove old, replaced fence and build gate ▪ Sports Centre – Mow & whipper snip area and remove some weeds in front of Office ▪ Town Tip – Clean rubbish around tip with Bobcat ▪ Boulia State School – Mow and whipper snip area ▪ Boulia State School – Pressure clean foot paths ▪ Boulia State School – Dig trench and lay new irrigation pipe. ▪ Pedestrian Crossings - Re-paint ▪ Church yard – Mow and whipper snip area ▪ Community Support Services – Maintain area ▪ Cemetery – Mow and whipper snip ▪ Town Verge – Clean some gutters ▪ Main street – Trim bushes. 		
CONSULTATION: Nil		
GOVERNANCE IMPLICATIONS: Nil		
RECOMMENDATION: That the Boulia Work Camp September 2021 Report is received for information.		
ATTACHMENTS: Nil		
Reviewed by Director of Works and Operations	Mr Harin Karra	
Approved by Chief Executive Officer	Ms Lynn Moore	

TITLE:	Foreman Roads Maintenance and Construction September 2021	DOC REF: 9.1.5
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REPORT BY:	Mr Jimmy Newman Foreman Roads Maintenance and Construction	DATE: 18/10/2021
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CORPORATE PLAN REFERENCE:

Key Priority 2: Built Environment
 2.1: Fit for purpose - roads, airport infrastructure
 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 outcomes on all roads (Shire and State) within quality assurance guidelines

RISK MANAGEMENT:

Information Report only - not applicable.

PURPOSE:

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



CONTENT

Current and upcoming projects are as follows:

- The crew is currently working on RMPC heavy shoulder grading on the Boulia / Winton Road while waiting for the Stabiliser.
- Started on rehabilitation work on the Marion Section of the Boulia / Bedourie Road (DRFA Flood Damage) - Ongoing. Stabiliser due to arrive end of October.
- 4km Side Track completed. Boxing out floodways - completed.

CONSULTATION:

Director Works and Operations as required. GBA as Project Officers on RMPC work.

GOVERNANCE IMPLICATIONS:

All work completed within guidelines and budget allocations.

RECOMMENDATION:

That Council receive the Foreman Roads Maintenance and Construction September 2021 Report for information.

ATTACHMENTS: Nil

Reviewed by Director of Works and Operations	Mr Harin Karra
Approved by Chief Executive Officer	Ms Lynn Moore

TITLE:	Foreman, Road Maintenance and Utility Services September 2021 Report	DOC REF: 9.1.6
REPORT BY:	Mr Ron Callope Foreman, Road Maintenance and Utility Services	DATE: 18/10/2021
CORPORATE PLAN REFERENCE: Key Priority 6: Lifestyle and Community 6.1: Facilitate opportunities for community development 6.1.3: Maintain a high quality of life by providing facilities and resources that encourage a secure, interactive and progressive community lifestyle		
RISK MANAGEMENT: Information Report only - not applicable.		
PURPOSE: To inform Council of the current utilisation and activities of the Town Department during the month of September 2021.		
CONTENT:		
Race Course:		
Arena and grounds	General maintenance of the grounds has continued while Gary Woodhouse has been on sick leave. Groundsman / Caretaker of Racecourse Reserve has been advertised closing date is on 15 th October.	
Town water testing and Depot maintenance:		
Chlorine level testing	Chlorine levels in Boulia have dropped due to gas bottle connection problems. Evoqua has been contacted and service arranged. Chlorine testing has been conducted on a weekly basis with satisfactory levels maintained at Urandangi.	
Parks and Gardens:		
Council, Min Min Encounter, ANZAC and Airport gardens	All garden areas are continuing being worked on (watering, weeding etc.) to ensure they are kept in good order. With the tourist season drawing to an end, we are working hard to ensure the town is still looking its best.	
Mowing/Whipper Snipping	Our crew was kept busy with mowing and whipper snipping being completed in the following areas on these days throughout September 2021: <ul style="list-style-type: none"> ▪ 1st Sept – Stonehouse, Diamantina St ▪ 2nd Sept – Post Office, Pituri St ▪ 3rd Sept – Airport, Moonah St ▪ 6th Sept – Sports Centre, Fire Station & School Safety Park ▪ 7th Sept – Median Strip, Main Office, Post Office ▪ 8th Sept – Council Depot, Hamilton St ▪ 9th Sept – Burke St ▪ 13th Sept – Min Min Encounter ▪ 14th Sept – Melrose ▪ 16th Sept – Pituri & Moonah Sts ▪ 20th Sept – Median Strip, Airport, Council Depot ▪ 21st Sept – Sports Centre, Fire Station & School Safety Park ▪ 22nd Sept – Main Office, Post Office & Vacant Council Housing ▪ 28th Sept – Pensioner Units ▪ 30th Sept – Robinson Park & Fire Station 	

Town Entrances:

Three Mile Campground	The area has been maintained with general maintenance including regular slashing and whipper snipping. Tourists are keeping the area in a tidy condition.
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RMPC/Works crew:

RMPC signage is still an ongoing project.

The Sign Crew are currently preparing for surface correction work for the 2km reseal scheduled at Dajarra. 93F

Urandangi:

Urandangi	<p>Regular Council services continued over the month of September (mowing, whipper snipping, rubbish collection etc.).</p> <p>The new 15,000 litre diesel fuel tank will be filled after relocating to correct position. Eron Roberts has been contacted and will relocate while the Harris Crew is in Urandangi.</p> <p>The Rubbish Truck and been repaired and returned to Urandangi.</p> <p>Willie Doyle is also in charge of cleaning and rubbish collection at the new rest area on Dajarra / Mount Isa Road – servicing will be one day a week at this stage – this is going ok until tender is issued for contract.</p>
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Water and Sewerage:

Boulia Township

Call outs – water	Nil
Call outs – sewer	Nil
Broken mains	Nil

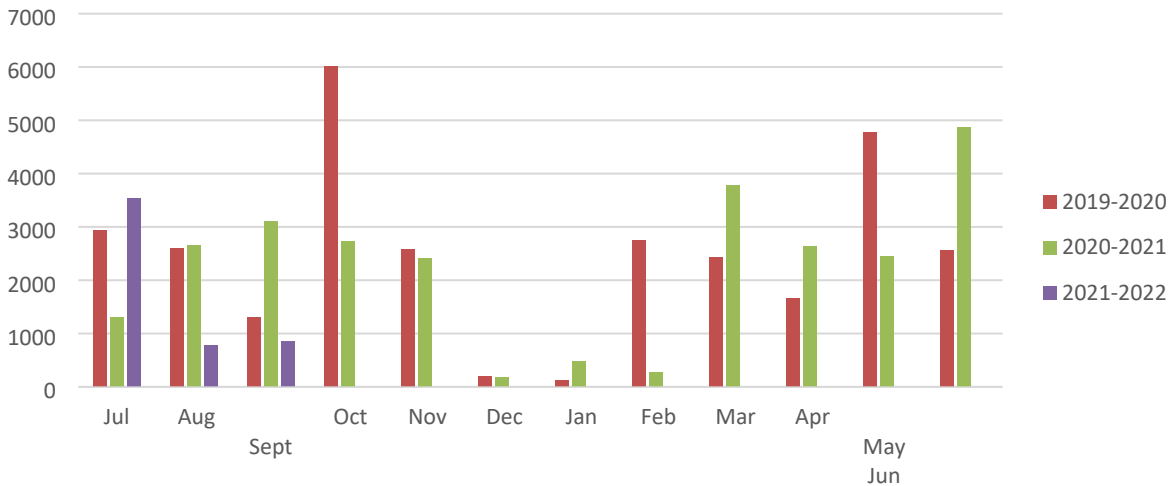
Urandangi Township

Call outs – water	Nil
Call outs – sewer	Nil
Broken mains	Nil

Boulia Airport activity:

Number of call outs: RFDS	0
Avgas/Jet A1 Refuelling	September 2021 – 7 self-fuelled through Compac.

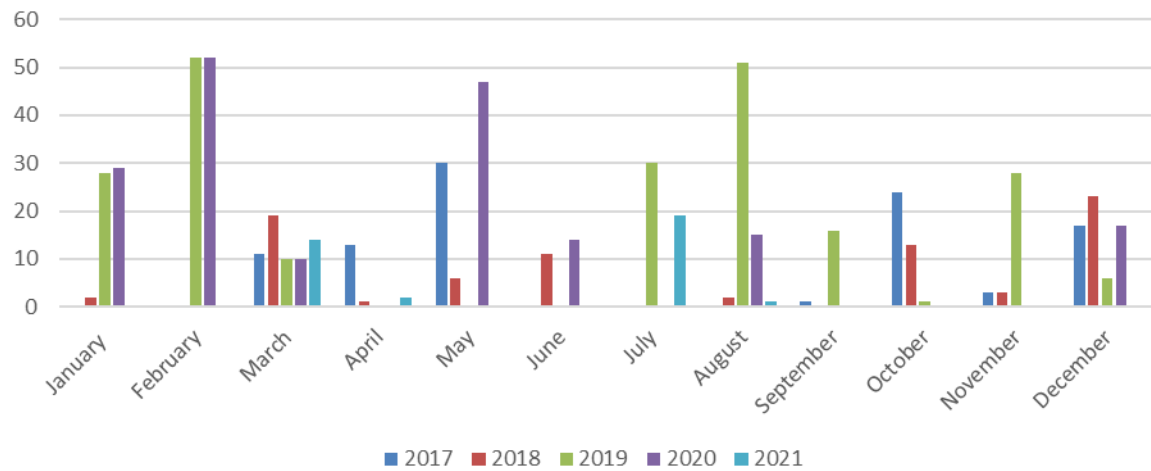
Avgas Sales - Total Litres

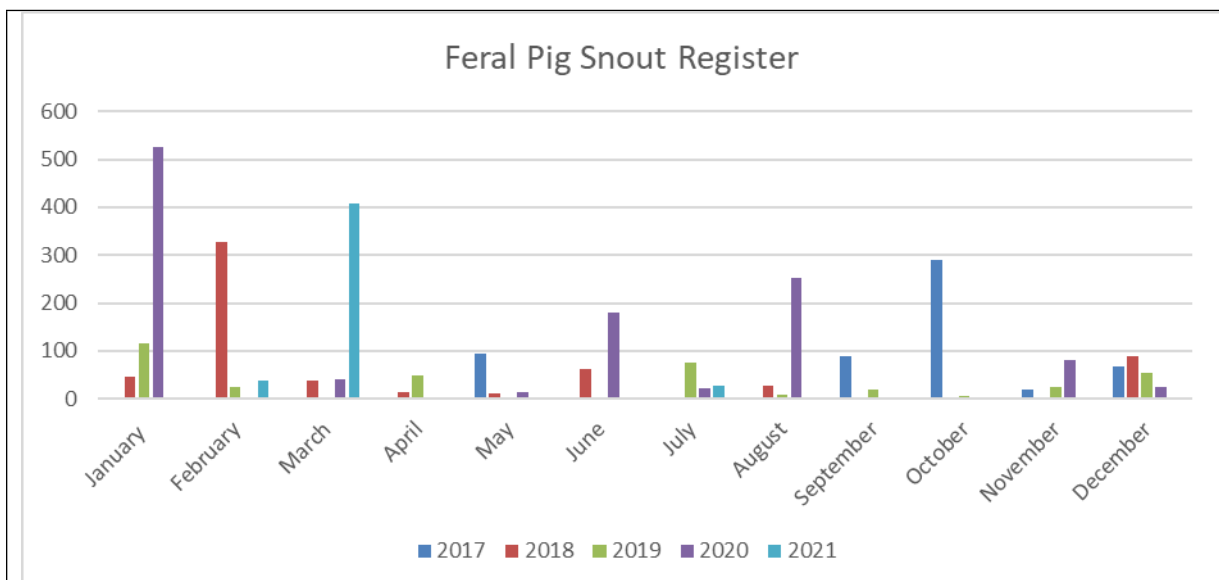


Boulia Feral Animal Bounty Claims:

Feral Pigs	0
Feral Dogs	0

Boulia Shire Feral Dog Scalp





Month	Road	Location	AADT	Total All Vehicles	Total HV	AADT% HV
Aug 2021	Burke St (Pool)	Boulia	124	3856	109	2.8
	Coorabulka Rd	Ch 1.20km				
Repaired	Donohue Hwy	Ch 2.50km	47	1456	234	16.1
	Donohue Hwy	Ch 201.00km (Kelley's Ck)	22	672	147	21.9
	Headingly Rd	Ch 24.64km (Toby Ck)	12	387	51	13.2
	Selwyn Rd	Ch 2.50km	19	588	17	2.9
	Toolebuc Rd	Ch 0.10km	6	195	23	11.8
	Urandangie North Rd	Ch 0.04km	25	769	117	15.2
Replaced	Urandangie Border Rd	Ch 9.22km 23rd Aug				

CONSULTATION:

(insert any consultation that took place, or delete if not applicable)

GOVERNANCE IMPLICATIONS:

(list any relevant implications)

RECOMMENDATION:

That Council receive the Foreman, Road Maintenance and Utility Services September 2021 report for information.

ATTACHMENTS: Nil

Reviewed by Director of Works and Operations

Mr Harin Karra

Approved by Chief Executive Officer

Ms Lynn Moore

TITLE:	Rural Lands Protection Officer September 2021 Report	DOC REF: 9.1.7
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REPORT BY:	Graham Smerdon Rural Lands Protection Officer	DATE: 18/10/2021
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CORPORATE PLAN REFERENCE:

Key Priority 4: Natural Environment

4.3: Sustainable practices are in place to be a good caretaker of our natural resources

4.3.1: Caretake environmental impact areas of pests, weeds, water resources, disasters and natural resources

RISK MANAGEMENT:

Information Report only - not applicable.

PURPOSE:

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

CONTENT:

RLPO:

The month was spent doing weed control on the Town Common and started the second-round of 1080 baiting.

Checking the state of feed on the Town Common, Pony Paddock and Camel Paddock.

TOWN COMMON:

I've checked on the kill rate of the Parkinsonia Bushes, which I poisoned, and had a 99% kill.

I found some small bushes, where the larger ones have died, and have poisoned them.

The state of the feed on the Common is not looking good as there haven't been good rain. The stock that is still there will need to be removed by the end of October 2021.

PONY/CAMEL PADDOCKS:

The fence between the Pony / Camel Paddocks was replaced with a 4-barb wire fence and the old wire gate was replaced with a 3-metre gate.

The work was done by the Workcamp boys who did a great job. The state of the feed in both paddocks is nearly non-existence. The stock currently in there will need to have feed brought in or they will need to be removed. At the time of this report there were 1 camel and 9 horses running between both paddocks.



The agistment letters and flyers went out to people who had stock running in the Pony / Camel and Rodeo Paddocks and were informed that they would need to register their stock and pay an agistment fee.

The owners of the camels in the Rodeo Paddock removed them but the owners of the camel and horses currently in the Camel / Pony Paddocks, have not done anything.

Does Council now impound them and if no one claims them, does Council then sell them?

DOMESTIC ANIMAL CONTROL:

There has been an increase in the number of dogs roaming the streets during the day and at night time. I have now started to set traps at night time.

In the last 2 weeks I have trapped 1 stray dog which was registered. This dog was returned to its owner who had to pay to release the dog as it had already used its get out of 'jail' free card.

CWRPM (TECHGROUP):

I am still waiting on a response regarding the cost of the 1080 warning signs and the plastic bags and I have not received further information about Councils doing combined weed spraying.

WEED SPRAYING SHIRE ROADS:

No weed spraying was done this month.

RMPC:

I will start on weed spraying once we have had some good rain falls and when the weeds start showing signs of growth.

GRAVEL/BURROW PITS:

I'll be able to determine the kill from the pellets I've put out once we've had some rain.

STOCK ROUTE:

One of the 10000-gallon Poly tanks, at the 15 Mile water facility, blew out and I don't know how or when this happened.

I spoke to DoR about funding to replace the tank but have been unable to get funds. All of the capital works funding for 21/22 has been allotted and there is no extra funding available.

The cost of a new tank, delivered and plumed, will be approx. \$8,500.00 to \$9,500.00 should Council want to replace it. Alternatively, we can wait until the 22/23 round of capital works funding open and then submit an EOI for some funding.

The Tri yearly Inspections of all Stock Route Water Facilities is due again. I will be doing them in the next month or two and is for all water facilities on Primary routes and on Minor and Unused Stock Routes.



1080 BAITING:

There were three properties who baited in September with a total of 2187.5kg of meat, treated with Pig strength 1080 poison and 400 De-K9 manufactured baits being brought by one of the properties that baited as well. I've had some inquiries from property owners / managers wanting to bait in October.

While out treating baits at baiting station, I spoke to the owners / managers of properties about buying the metal 1080 warning signs (reported on last month's reporting CWRPM). The metal signs will replace the paper signs which they currently use to put up on the entrances to their properties every time they bait.

I asked, if Council had the metal signs made, whether they would be interested in buying it from Council? They will only have to put it up once and if needed, write the dates when they bait on the signs.

Everyone I spoke to is happy to purchase the signs as they found it inconvenient to put up paper signs as it is difficult to keep the signs in place and it fades which makes it hard to read.

CONSULTATION:

Nil

GOVERNANCE IMPLICATIONS:

Nil

RECOMMENDATION:

That the Rural Lands Protection Officer September 2021 Report be received.

ATTACHMENTS: Nil

Reviewed by Director of Works and Operations

Mr Harin Karra

Approved by Chief Executive Officer

Ms Lynn Moore

9.2 Office of the Chief Executive

TITLE:	Risk Management Framework	DOC REF: 9.2.1
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REPORT BY:	CEO (Lynn Moore) Chief Executive Officer	DATE: 18/10/2021
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CORPORATE PLAN REFERENCE:

Key Priority 5: Governance

5.1: Ensure a high level of governance, accountability and compliance

5.1.3: Adopt an integrated risk management approach

RISK MANAGEMENT:

The risk associated with the recommendations of the report have been assessed as Minor (Consequence) and Unlikely (Likelihood) giving an overall assessment as **Low L-4**.

PURPOSE:

For the council to review the suggested Risk Management Framework as a guideline for all Council activities.

CONTENT:

Council's Risk Management Framework is an enterprise-wide commitment to a consistent approach to managing risk. The management of risk is not the responsibility of a particular directorate, team or service within Council, but a shared responsibility across the organisation.

The acceptance of risk ownership is required by each staff member at every level within the organisation. Council wishes to foster and promote a 'risk aware' but not 'risk averse' culture throughout the organisation. The purpose of the Risk Management Framework is to assist individuals in considering risks and opportunities in a consistent manner.

The Boulia Shire Council provides a diverse range of services to approx. 500 residents in one of Queensland's most sparsely populated areas. Council is required to plan for growth and change, deliver on its objectives within the context of limited population and climate challenges, as well as increased legislative and regulatory compliance obligations and financial accountability.

It is incumbent on Council to understand the internal and external risks that may impact the delivery of its organisational goals and have processes in place to identify, mitigate, manage and monitor those risks to ensure the best outcome for Council, staff and the community.

CONSULTATION:

- David Royston-Jennings - JLTA

GOVERNANCE IMPLICATIONS:

- No immediate or planned impact on the current budget

RECOMMENDATION:

That the Risk Management Framework as presented be endorsed by council.

ATTACHMENTS:

1. Risk Management Framework Document - Boulia Shire Council [9.2.1.1 - 23 pages]

Reviewed and Approved by Chief Executive Officer

Ms Lynn Moore



Risk Management Framework

Table of Contents

1.	Introduction	3
2.	Objective	4
3.	Scope	4
4.	Definitions	4
5.	Responsibilities	5
6.	Risk Management Process	7
6.1	Communication and Consultation	8
6.2	Scope, Context and Criteria	8
	Council's Risk Scope	8
	Council's Context	9
	External Context	9
	Internal Context	9
	Council's Risk Criteria	10
	Risk Categories	10
	Risk Appetite and Tolerance	11
	Risk Rating Matrix	12
	Likelihood Descriptors	12
	Consequence Descriptors	13
6.3	Risk Assessment	15
	Risk Identification	15
	Risk Analysis	15
	Risk Evaluation	15
6.4	Treatment	16
6.5	Monitoring and Review	17
	Internal	17
	Documents	17
	Risks	18
	Risk Treatment Plans	18
	External	18
6.6	Recording and Reporting	18
	Routine Reporting	18
	Strategic Risks	19
	Operational Risks	20
	Project Risks	21
	Escalation and Emerging Risk Reporting	22
	Decision-Making Reporting	22
	Other Recording and Reporting	22
7.	Training and Awareness	23
7.1	Training Program	23
7.2	Awareness Program	23

1. Introduction

Council's Risk Management Framework is an enterprise-wide commitment to a consistent approach to managing risk. The management of risk is not the responsibility of a particular directorate, team or service within Council, but a shared responsibility across the organisation. The acceptance of risk ownership is required by each staff member at every level within the organisation. Council wishes to foster and promote a 'risk aware' but not 'risk averse' culture throughout the organisation. The purpose of the Risk Management Framework is to assist individuals in considering risks and opportunities in a consistent manner.

The Boulia Shire Council provides a diverse range of services to approx. 500 residents in one of Queensland's most sparsely populated areas. Council is required to plan for growth and change, deliver on its objectives within the context of limited population and climate challenges, as well as increased legislative and regulatory compliance obligations and financial accountability.

It is incumbent on Council to understand the internal and external risks that may impact the delivery of its organisational goals and have processes in place to identify, mitigate, manage and monitor those risks to ensure the best outcome for Council, staff and the community.

The Australian/New Zealand ISO Standard on Risk Management describes risk as "the effect of uncertainty on objectives". Risk is the probability of an internal or external situation (an incident) having the potential to impact upon Council; preventing Council from successfully achieving its objectives, delivering its services or capitalising on its opportunities. Risks are an everyday occurrence that could potentially impact on Council's ability to meet its obligations to stakeholders and the community. Council recognises that while some risks cannot be fully eliminated they can be identified, controlled and managed to an acceptable level.

Risk management is defined as "the coordinated activities to direct and control an organisation with regard to risk".

Council's Risk Management Framework ('Framework') is aligned to the ISO Standard and shall be applied to all activities of Council. Risk needs to be considered and addressed by everyone, including governing bodies, executive staff and senior management, employees, partners and related stakeholders. Council is committed to promoting an organisational culture where risk management is embedded in all activities and business processes.

Council undertakes proactive risk management because:

1. It is good practice to understand the strategic and operational risks and opportunities facing Council in order to make informed decisions and meet organisational and strategic goals;
2. Council provides critical services and infrastructure to the residents and visitors of this municipality; and
3. Council has service agreements and contractual obligations with government and non-government agencies and organisations.

The Risk Management Framework is designed to provide the architecture for a common platform for all risk management activities undertaken by Council, from individual functional, process or project based assessments to whole-of-organisation assessments, with the aim of enabling comparative analysis and prioritisation of those assessments either individually or cumulatively.

2. Objective

The objective of this document is to provide an effective framework which supports the achievement of Council's strategic objectives, as contained within Council's Corporate Plan, and safeguards Council's resources, people, finance, property, knowledge and reputation by:

- Providing consistent structure and terminology to aid, promote and improve understanding of risk management at Council;
- Reducing the likelihood of negative 'surprises' and assists with preparing for challenging and undesirable events and outcomes;
- Contributing to improved prioritisation and resource allocation by targeting resources to the highest-rated risks and risks, which if treated, provide the organisation with best value; and,
- Improving accountability, responsibility, transparency and governance in relation to decision-making, strategic planning and outcomes.

3. Scope

This document applies to all Councillors, employees, contractors and official representatives of Bouliia Shire Council.

4. Definitions

The following definitions apply to this document:

Consequence	The outcome of an event affecting objectives
Control	A measure that maintains and/or modifies a risk
Council	Bouliia Shire Council
Event	An occurrence or change of a particular set of circumstances
Inherent Risk	The amount of risk that exists in the absence of controls
Likelihood	Chance of something happening.
Residual Risk	The amount of risk remaining after controls are implemented
Risk	The effect of uncertainty on objectives (Note: an effect is a deviation from the expected and can be positive and/or negative).
Risk Appetite	Risk appetite is the amount and type of risk that Council is willing to pursue or retain
Risk Assessment	Overall process of risk identification, risk analysis and risk evaluation
Risk Management	Coordinated activities to direct and control an organisation regarding risk.
Risk Management Framework	Set of components that provide the foundations and organisational arrangements for designing, implementing, monitoring, reviewing and continually improvement risks management throughout the organisation.
Risk Owner	Person or entity with the accountability and authority to manage a risk.
Risk Source	An element which alone or in combination has the potential to give rise to risk
Risk Tolerance	Council's risk tolerance is the amount of risk it is willing to bear after risk treatment in order to achieve its objectives
Risk Treatment	The process of selecting and implementing measures to modify risk
Treatment Owner	Person or entity with the accountability and authority to manage treatment of a risk.

5. Responsibilities

Risk management responsibilities at the various levels of the organisation are summarised below:

Role	Responsibility
Council	<ul style="list-style-type: none"> • Adopt and review the organisation's Risk Management Policy and Framework; • Determine Council's appetite and tolerance for risk; • Establish and maintain an Audit & Risk Committee in accordance with the relevant legislation; • Ensure that risks are identified, managed and controlled appropriately to achieve Council's strategic objectives, as outlined in its Corporate Plan; • Monitor and review risks in accordance with this Framework; • Provide adequate budgetary provision for the financing and resourcing of risk management, including approved risk mitigation strategies; • Promote and encourage effective implementation of the Risk Management Framework where appropriate; and • Making decisions in the public interest which consider advice relating to risk management.
Chief Executive Officer	<ul style="list-style-type: none"> • Own, promote and drive the effective implementation of the Risk Management Framework for all functions across Council operations. • Provide the Audit & Risk Committee and Council with regular reports in accordance with this framework; • Ensure that risks are identified, managed and controlled appropriately to sustain and enhance Council's operations; • Monitor and report on risks or risk treatments in accordance with this Framework; • Drive consistent embedding of a risk management culture by encouraging openness and honesty in the reporting and escalation of risks; • Ensure adequate resources are appropriately allocated throughout the organisation to meet the Council's risk management requirements; and • Ensure Council is presented with an analysis of risks relevant to matters being reported for decision and recommendations which are in accordance with Council's determined risk appetite and tolerance.
ManEx	<ul style="list-style-type: none"> • Support the CEO in promoting and driving the effective implementation of the Risk Management Framework for all functions across Council operations; • Ensure that risks are identified, managed and controlled appropriately within their Directorate or team(s) to sustain and enhance Council's operations; • Monitor and report on risks or risk treatments in accordance with this Framework; • Drive consistent embedding of a risk management culture by encouraging openness and honesty in the reporting and escalation of risks; and • Ensure adequate resources are appropriately allocated throughout their Directorate or team(s) to meet the Council's risk management requirements.
Audit and Risk Committee	<ul style="list-style-type: none"> • Provide independent advice to Council on strategic and operational issues and promote sound risk management practices throughout Council; • Contribute to the review of processes ensuring a consistent approach is taken in the management of risk across Council; • Monitor and review the risk management framework and process on a periodic basis and advise on the adequacy of documents, plans, control measures and treatments; • Consider changes to the Council's risk exposures and highlight material changes to Council; • Facilitate an alignment of internal audit plans to data and information arising from risk assessments; • Identify and refer specific projects or investigations deemed necessary to assess risk management through the Chief Executive Officer, the internal auditor and the Council; • Oversee any subsequent investigation, including the investigation of any suspected cases of fraud; and • Encourage an attitude of continuous improvement throughout all aspects of the organisation.

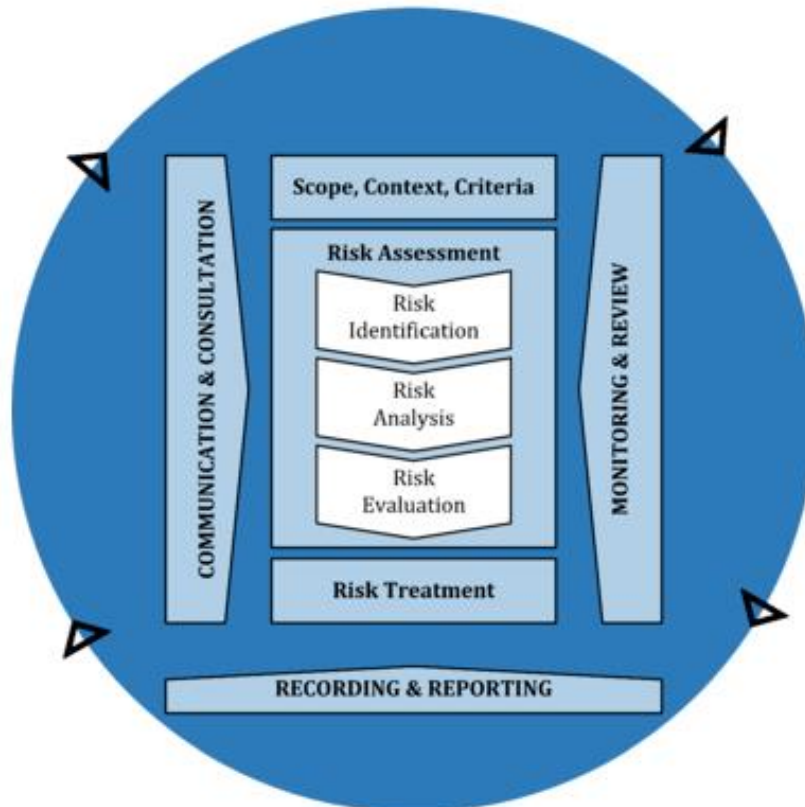
Governance	<ul style="list-style-type: none"> • Foster, cultivate and promote a risk management culture across the organisation; • Promote and develop the Risk Management Framework, policy and associated tools and resources; • Provide advice and guidance relating to risk exposures and suggested treatments; • Coordinate and monitor Council's risk management processes; • Provide training and education on risk management as required; • Review Council's risk culture to measure whether it is capable of facilitating open and objective risk management dialogue; and • Provide high quality internal customer service to support implementation of this framework.
Project Managers	<ul style="list-style-type: none"> • Ensure that risks are identified, managed and controlled appropriately throughout the lifecycle of the project; • Ensure adequate resources are appropriately allocated to manage project risks; • Monitor and report on risks or risk treatments in accordance with this Framework; • Undertake risk management plans for all proposed projects in consultation with the relevant stakeholders; and • Where applicable ensure design and construction includes agreed features to minimise future risk.
All Staff	<ul style="list-style-type: none"> • Comply with Council's Risk Management Policy and Framework; • Positively contributing to Council's risk management culture; • Perform duties in a manner which is within an acceptable level of risk, as determined by Council's Risk Management Framework; • Support the integration of risk management into all aspects of their activities and functions; • Undertake and participate in risk management training as required; • Make risk control and prevention a priority when undertaking tasks; • Ensure that risks are identified, managed and controlled appropriately within their role; and • Monitor and report on risks or risk treatments in accordance with this Framework.
Internal Auditors	<ul style="list-style-type: none"> • Provide an independent review of Council's risk management policy, framework and processes; and • Conduct regular audits in accordance with Council's adopted Internal Audit Plan which consider Council's activities and identifies areas of risk and scope for improvement.
Human Resources	<ul style="list-style-type: none"> • Ensure risk management is included as part of induction training to new Council employees; and • Ensure all position descriptions include any responsibilities the role may have with regards to risk management in accordance with this framework.
WHS Officer	<ul style="list-style-type: none"> ▪ Review, update and facilitate implementation of the Safety Management System throughout the Shire ▪ Ensure that the Safety Management System is based on risk management standards and is consistent with this framework.

6. Risk Management Process

Council will utilise the risk management process outlined in the International Risk Management Guidelines ISO 31000:2018 to manage risks.

This is a structured and proactive approach that can be applied organisation-wide to support management of risk and involves the systematic application of policies, procedures and practices to the activities of communicating and consulting, establishing the context and assessing, treating, monitoring, reviewing, recording and reporting risk.

The process is illustrated in the following diagram:



Although the risk management process is often presented as sequential, in practice it is iterative.

6.1 Communication and Consultation

Communication and consultation with appropriate external and internal stakeholders is to take place within and throughout all steps of the risk management process, as effective communication is essential in ensuring that those responsible for utilising risk management and those with a vested interest understand the basis on which decisions are made.

Communication and consultation aims to:

- bring different areas of expertise together for each step of the risk management process;
- ensure that different views are appropriately considered when defining risk criteria and when evaluating risks;
- provide sufficient information to facilitate risk oversight and decision-making; and
- build a sense of inclusiveness and ownership among those affected by risk.

6.2 Scope, Context and Criteria

Council has established the following scope, context and criteria for its risk management process to enable effective risk assessment and appropriate risk treatment.

Council's Risk Scope

To ensure that Council is accountable, effective, efficient and sustainable, and acts in alignment with the local government principles enshrined in the Queensland Local Government Act 2009, the risk management process will be applied at three different levels, as outlined below:

Level	Scope	Accountable	Objective
Strategic Risks	Risks which may affect Council's ability to deliver and implement the strategic direction of the local government, and/or affect the longer-term interests of the Council and community it services.	Council	To ensure that Council achieves its Corporate Plan for its community.
Operational Risks	Risks which may affect the viability of the Council's administration in attaining organisational sustainability, delivering services, and achieving activities associated with individual business units. These risks relate to the effective and efficient use of Council's resources and may have an impact on the day-to-day operations of the Council.	Chief Executive Officer	To ensure that Council keeps a written record of the risks its operations are exposed to and the control measures adopted to manage those risks, such that Council is able to: <ul style="list-style-type: none"> • Sustain and enhance operational performance; • Increase positive outcomes and advantage whilst reducing negative surprises; • Reduce performance variability; • Improve resource deployment based on an understanding of overall resource needs, priorities and existing allocations; and • Enhance enterprise resilience, particularly as the pace of change accelerates and the complexity of the operational environment increases.
Project Risks	Risks associated with individual projects at Council, which can be assessed in the project planning phase and throughout the duration of the projects implementation.	Project Managers	To ensure that strengths, weaknesses, opportunities and threats to Council projects are identified and effectively managed, such that Council will successfully deliver on project goals and objectives.

Council's Context

The external and internal context is the environment in which the organization seeks to define and achieve its objectives. Council's risk management process has been established in accordance with its understanding of the environment in which it operates and is reflective of the activities to which the risk management process is to be applied.

Understanding the context is important because:

- risk management takes place in the context of the objectives and activities of the organization;
- organizational factors can be a source of risk;
- the purpose and scope of the risk management process may be interrelated with the objectives of the organization as a whole.

External Context

Council's external context includes, but is not limited to:

- the social, cultural, political, legal, regulatory, financial, technological, economic and environmental factors, whether international, national, regional or local;
- key drivers and trends affecting the objectives of the organization;
- external stakeholders' relationships, perceptions, values, needs and expectations; and
- contractual relationships and commitments with 3rd parties outside of the organisation.

Internal Context

Council's internal context includes, but is not limited to:

- Council's Corporate Plan;
- Council's Operational Plan and Annual Budget;
- Any additional plans or strategies adopted by Council;
- Council's vision, mission and organisational values;
- Council's organisational structure;
- Council policies, procedures and guidelines (or equivalent);
- Relationships with internal stakeholders; and
- Council's capabilities, in terms of resources and knowledge (e.g. people, systems, processes and capital).

Council's Risk Criteria

Council's risk criteria has been defined by taking into consideration the organisations obligations as a local government and the views of stakeholders, and has been established to guide Council in its actions and decision-making.

Risk Categories

As a guide for decision-making, Council has aligned its risk appetite and tolerance to categories of risk that group the types of risk Council is or may be exposed to, which are outlined in the following table:

Risk Category	Description
Financial	Includes matters which may impact on Council's long-term financial sustainability, annual budget, investment opportunities, or other financial activities.
Economic	Includes matters which may impact on the economy of the Local Government Area Council represents and serves.
Technology and Information	Includes matters which may impact on the architecture and design, integration and dependency on technology at Council.
People	Includes matters which may impact on Council's organisational culture and management of and relationship with its employees, contractors and volunteers.
Legal and Compliance	Includes matters which may impact on Council's capacity for and ability to comply with relevant legislation.
Environmental	Includes matters which may impact on the natural or built environment of the Local Government Area and Council's capacity for and ability to manage events which may have an adverse effect on the environment.
Workplace and Public Safety	Includes matters which may impact on Council's capacity for and ability to reasonably preserve, protect and enhance the physical and mental health and wellbeing of its employees, contractor, volunteers and the community.
Service Delivery	Includes matters which may impact on Council's capacity for and ability to deliver services to the community.
Political	Includes matters which may impact on Council's political capital and relationships with other Local Governments, State Government and the Commonwealth.
Asset	Includes matters which may impact on Council's property and infrastructure and the organisations capacity for and ability to adequately manage and source its assets.
Reputation	Includes matters which may impact on Council's relationship and image with the community and broader population of the State or nation.

Risk Appetite and Tolerance

Risk appetite is the amount and type of risk that Council is willing to pursue or retain. This varies depending on the context and circumstances of the risks, including the nature of the risk itself.

As a local government, Council has a natural and in some cases statutory predisposition to a conservative appetite for risk. However, as Council provides a large and diverse range of services, Council must also accept some amount of risk in order to provide these services and as such has some appetite for risk in relation to those functions.

Council's risk tolerance is the amount of risk it is willing to bear after risk treatment in order to achieve its objectives and assists with the practical application of its risk appetite.

Risk Category	Risk Appetite	Risk Tolerance
Financial	Council has little or no appetite for risks which may have a significant negative impact on Council's long-term financial sustainability. However, Council has some appetite for risks which may reduce costs and/or generate additional sources of income.	Low
Economic	Council has little or no appetite for risks which may have a significant negative impact on the local government area's economy.	Medium
Technology and Information	Council has little or no appetite for risks which may result in system failures or information and data security breaches. Council has some appetite for risks which may result in efficiencies in service delivery through innovation in technology.	Medium
People	Council has little or no appetite for risks which may significantly impact on the Council's ability to recruit and retain staff.	Medium
Legal and Compliance	Council has little or no appetite for risks which may result in major breaches of legislative requirements and/or successful litigation against the Council.	Low
Environmental	Council has little or no appetite for risks which may cause significant and irreparable damage to the environment.	Medium
Workplace and Public Safety	Council has little or no appetite for risks which may compromise or be detrimental to the physical or mental health, safety and wellbeing of staff, contractors and/or members of the community.	Low
Service Delivery	Council has little or no appetite for risks which may result in major disruption to the delivery of key Council services. However, Council has some appetite for risks which may result in improved levels of service to the community.	Low
Political	Council has little or no appetite for risks which may compromise or detract from its relationships with other elected officials at all levels of government.	Low
Asset	Council has little or no appetite for risks which may significantly damage or put its assets in harm's way.	Medium
Reputation	Council has little or no appetite for risks which may result in widespread and sustained damage to the Council's reputation.	Medium

Risk Rating Matrix

In order to determine action to take in respect of a risk, each risk must be rated. To do this the level of likelihood of a risk is assessed against the risks level of consequence to provide a risk rating.

The levels below are those used to rate risk throughout the organisation:

		Consequence Level				
		Insignificant	Minor	Moderate	Major	Extreme
Likelihood Level	Almost Certain	Medium	High	High	Extreme	Extreme
	Likely	Low	Medium	High	High	Extreme
	Possible	Low	Medium	Medium	High	Extreme
	Unlikely	Low	Low	Medium	Medium	High
	Rare	Low	Low	Low	Medium	Medium

Likelihood Descriptors

The likelihood table below provides guidance on assessing the likelihood of risk occurring:

Likelihood Category	Event Frequency (The risk has occurred, or it is probable that it will occur...)	Description
Almost Certain	More than 1 event per month	Expected to occur, occurs regularly in the industry.
Likely	More than 1 event per year	Will probably occur, has occurred many times in the industry.
Possible	Once every 1 to 10 years	Might occur, has occurred several times in the industry.
Unlikely	Once every 10 to 100 years	Not likely to occur, has occurred once or twice in the industry.
Rare	Less than once every 100 years	May only occur in exceptional circumstances, unheard of in the industry.

Consequence Descriptors

The following table provides guidance on consequences for assessing various risks to achieve consistency in risk reporting. It is important that there is a standard across risk owners when reporting.

	Consequence Level				
	Insignificant	Minor	Moderate	Major	Extreme
Financial	Negligible financial loss; less than \$5,000.	Minor financial loss; \$5,001 - \$250,000.	Significant financial loss; \$250,001 - \$1M.	Major financial loss; \$1M - \$10M	Extensive financial loss; in excess of \$10M.
Economic	None to minimal impact or inconvenience to single businesses within the Local government area.	Inconvenience to a group of businesses within one sector or locally within the Local government area.	Group of businesses in one sector or locally within the Local government area potentially impacted.	A minor industry or whole sector of the Local government area economy potentially impacted.	One or more major industries (e.g Tourism, Agriculture, Education, Construction, Manufacturing, Retail, and Fishing) within the Local government area potentially impacted.
Technology and Information	Negligible loss or damage to IT hardware and communications. No permanent loss of data.	Minor loss/damage to IT and communications. Some data catch-up may be required.	Moderate loss of IT. Some data may be permanently lost. Workarounds may be required.	Exposed to loss/corruption of data. Significant catch-up required.	Extensive loss of or damage to IT assets and infrastructure. Permanent loss of data. Widespread disruption to the business.
People	Minimal HR issues easily remedied. Council is an employer of choice. High level of staff productivity despite risk.	Some HR issues within organisation, staff turnover considered appropriate. Employer of choice. Appropriate level of productivity remains despite identified risk.	Elements of poor HR culture, above average staff turnover and reduced long term productivity due to HR issues.	Poor internal culture within various departments hampering innovation and achievement, high staff turn-over and ongoing loss of valued employees. Not perceived as an employer of choice resulting in attracting poor prospective employee candidates. High level reduced productivity due to HR issues.	Organisational wide poor internal culture hampering innovation and achievement, high staff turn-over and ongoing loss of valued employees. Not perceived as an employer of choice resulting in attracting poor prospective employee candidates. Severe reduced long-term productivity issues resulting from HR issues.
Legal and Compliance	Dispute resolved through internal process or legal advice.	Litigation or breach of legislation or contract which results in non-material fine or legal remedy.	Litigation or breach of legislation or contract which results in material fine or Council being directed to undertake specific activities to remedy breaches in legislation that may require the involvement of legal firms.	Deliberate breach or gross negligence / formal investigations from third party (CCC).	Major breach of legislation resulting in major penalties, fines, CCC investigation that may result in legal action against Council staff; or class action.

Environmental	Minor adverse event that can be remedied immediately.	Isolated instances of environmental damage requiring effort to fix in the short term.	Adverse events that cause widespread damage but reversible in the short to medium term (within 2 years). May incur cautionary notice of infringement notice.	Significant adverse event causing widespread damage which may be reversed through appropriate remedial action in the medium term (2-5 years). Penalties may apply.	Major adverse environmental event requiring continual long term remedial action (greater than 5 years). Significant penalties may apply.
Workplace and Public Safety	None or very minimal injuries; no first aid required. No lost time.	Minor injuries resulting in first aid treatment only.	Moderate injuries where medical treatment is required.	Serious injuries where short-term hospitalisation is required. Psychological or physical harm to small sector(s) of the community or staff.	Fatality, permanent disability or long-term hospitalisation. Significant psychological or physical harm to considerable sector(s) of the community or staff.
Service Delivery	Interruption to a service not requiring any further remedial action and with minimal impact on customers; inability to deliver non-essential service for a period of no more than 3 business days.	Interruption to a service requiring further remedial action and with moderate impact on customers; inability to deliver non-essential service for a period of 3-7 business days.	Interruption to core business function or essential service with significant customer impact for up to 3 days.	Interruption to core business function or essential service for 3-7 days.	Interruption to core business function or essential service for more than 7 days.
Political	Political activity that requires minor changes in operations	Political activity that requires changes in operations	Political activity that requires changes in operations with budget and resource implications	Political activity that requires changes in operations with significant ongoing budget or resource implications	Political activity that results in irreparable damage.
Asset	None or some minor damage where repairs are required however asset is still operational.	Short term loss or damage where repairs required to allow the asset to remain operational using existing internal resources.	Short to medium term loss of key asset(s) and where repairs required to allow the infrastructure to remain operational. Cost outside of budget allocation.	Widespread, short term to medium term loss of key asset(s). Where repairs required to allow the infrastructure to remain operational. Cost significant and outside of budget allocation.	Widespread, long term loss of substantial key asset(s). Where infrastructure requires total rebuild or replacement.
Reputation	Issue may result in a number of adverse local complaints.	Issue may attract limited negative media coverage.	Issue may attract negative regional and state media coverage through various mediums with minimal consequence.	Issue may attract significant negative State and National media coverage with some effect on Council's reputation.	Prolonged and consistent negative media attention over a sustained period of time. Staff and Elected members potentially forced to resign as a result. Ministerial intervention and/or appointment of Commissioners may be required.

6.3 Risk Assessment

Risk assessment is the overall process of risk identification, risk analysis and risk evaluation. Risk assessment will be conducted systematically, iteratively and collaboratively, drawing on the knowledge and views of relevant stakeholders.

Risk Identification

The aim of this step is to generate a comprehensive list of risks based on events that might create, enhance, prevent, degrade, accelerate or delay the achievement of objectives. Therefore, this step requires the application of a well-structured systematic process, and helps to identify what, why and how adverse things can arise as the basis for future analysis. This includes identification of the sources of risk, areas of impacts, events (including changes in circumstances) and their causes and potential consequences.

Risk Analysis

Risk analysis involves consideration of the causes and sources of risk, their potential consequences, and the likelihood of those consequences occurring. Consequence and likelihood are combined to produce a risk rating.

Risk Evaluation

Risks need to be evaluated and prioritised to ensure that management effort is directed towards resolution of the most significant risks first. The risk assessment criteria outlined in this document articulates Council's estimated rating of risks, which enables risks to be ranked to identify management priorities.

If the risk rating is low, this may be acceptable and treatment may not be required. The purpose of risk evaluation is to assist in making decisions, based on the outcomes or risk analysis, about which risks need treatment and the priority for treatment implementation.

The initial step in this risk evaluation stage is to determine the effectiveness, and/or existence of, controls in place to address the identified risks.

The table below should be provided to assist in the assessment of the controls in use. The Control Rating is the subjective view of the Risk owner and the Control owner(s) and is reflective of the effectiveness of all the controls i.e. controls are not rated individually.

The following table assists in rating control effectiveness. However, control rating is the subjective view of the Risk Owner and is reflective of the effectiveness of all the controls (i.e. controls are not rated individually):

Level of Control	Definition	Action Required
Excellent	A high degree of reliance can be placed on the system of internal control. Compensating controls are in place such that even if part of the system breaks down, the control criteria will probably still be met.	Continue monitoring controls for effectiveness.
Good	The controls can be relied upon; however, some improvements to controls can be made to reduce the risk.	Continue monitoring controls for effectiveness.
Fair	The system can generally be relied upon in most circumstances but there are some circumstances where the control criteria may not be met.	Develop a Risk Treatment Plan (RTP) to review controls and reduce risk. Consider escalation of risk.
Poor	The system of internal control is unknown or cannot be relied upon to meet the control criteria. If there has not already been a significant breakdown, it is only a matter of time before this occurs.	Immediately develop a Risk Treatment Plan (RTP) to review controls and reduce risk. Consider escalation of risk as a matter of priority.

6.4 Treatment

The purpose of risk treatment is to select and implement options for addressing risk with the aim of reducing the amount of risk to being within Council's tolerance. Risk treatment involves an iterative process of:

- 1) formulating and selecting risk treatment options;
- 2) planning and implementing risk treatment;
- 3) assessing the effectiveness of that treatment;
- 4) deciding whether the remaining risk is acceptable in accordance with Council's risk appetite and tolerance;
- 5) if not acceptable, taking further treatment.

Risk Treatment Options

Selecting the most appropriate risk treatment option(s) involves balancing the potential benefits derived in relation to the achievement of the objectives against costs, effort or disadvantages of implementation. Risk treatment options are not necessarily mutually exclusive or appropriate in all circumstances.

The table below summarises Council's primary risk treatment options:

Treatment	Description
Avoid the risk	Not to proceed with the activity or choosing an alternative approach to achieve the same outcome. Aim is risk management, not aversion.
Mitigate the risk	Reduce the likelihood by improving management controls and procedures or reduce the consequence by putting in place strategies to minimise adverse impacts, e.g. contingency planning, Business Continuity Plan, liability cover in contracts, etc.
Transfer the risk	Shifting responsibility for a risk to another party by contract or insurance. Can be transferred as a whole or shared.
Retain the risk	Retaining the risk by informed decision, potentially to pursue an opportunity.

Preparing and implementing risk treatment plans

Risks with a residual rating assessed as being outside of Council's risk tolerance require a Risk Treatment Plan (RTP) to bring the risk rating within tolerance.

The purpose of risk treatment plans is to specify how the chosen treatment options will be implemented, so that arrangements are understood by those involved, and progress against the plan can be monitored. The treatment plan should clearly identify the order in which risk treatment should be implemented.

Council's Risk Treatment Plans must include the following details:

- Analysis of treatment options (avoid, mitigate, transfer and accept) and rationale for chosen option, including consideration of costs and benefits gained/incurred through chosen treatment option;
- Those who are accountable for approving the plan and those responsible for implementing the plan;
- Proposed actions;
- Resource requirements (including any contingencies);
- Performance measures
- Potential or actual constraints;
- Target risk rating (in reference to Council's risk appetite and tolerance)
- Reporting and monitoring requirements; and
- Timing for implementation and expected completion.

6.5 Monitoring and Review

Council is committed to the ongoing monitoring and periodic review of the risk management process to assure and improve the quality and effectiveness of process design, implementation and outcomes.

Internal

Council will monitor and review its risk management processes internally in the following ways:

Documents

Documents will be reviewed in accordance with the table below:

Item	Objective	Responsible	Methodology	Minimum frequency
Risk Management Policy	To ensure the policy articulates Council's position and is compliant with legislation, industry best practice and Councillor expectations.	Council	The policy will be reviewed in accordance with Council's policy review process.	Quadrennial
Risk Management Framework	To review the frameworks performance against its purpose, implementation, indicators and expected behaviour, in order to determine whether it remains suitable to support achieving the objectives of the organisation.	Council	Council's ManEx Team and Audit & Risk Committee will perform a preliminary review of the Risk Management Framework. Feedback and recommendations will be reported to Council alongside the document for consideration and adoption.	Biannual (every 2 years)
Risk Treatment Plan Template	To review the template in line with the criteria set out within the Framework and expectations in terms of performance and usability.	Governance	Document to be reviewed by DCS and potentially amended in accordance with any feedback or input received by employees utilising the template.	Biannual (every 2 years)
Risk Management Training Material	To ensure any training or induction material accurately reflect Council's policy and processes regarding risk management and are easy to understand.	Governance	Material to be reviewed by DCS and potentially amended in accordance with any feedback or input received by employees who are recipients of the training or participants of the induction process.	Annual

Risks

Council staff appointed as risk owners are responsible for nominating a review date for each risk they are accountable for and must monitor those risks, as well as the efficiency and effectiveness of any controls in place. Risk owners are to ensure that controls are being implemented and performed adequately, and that the current residual risk rating is a reliable representation of the severity of the risk.

The following matrix is to be used as guidance when nominating a risk review date, with reviews of the risk rating to be undertaken in accordance with the frequencies listed below:

		Residual Risk Rating			
		Low	Medium	High	Extreme
Risk Level	Strategic	Quarterly	Monthly	Weekly	Daily
	Operational	Quarterly	Monthly	Weekly	Daily
	Project	To be determined by the relevant Project Manager on a case-by-case basis			

Risk Treatment Plans

Council staff assigned responsibility for managing a risk treatment plan are responsible for nominating a review date for each risk treatment they are accountable for and must monitor the progress, efficiency and effectiveness thereof in reaching the nominated target risk rating.

The following matrix is to be used as guidance when nominating a review date, with reviews of the implementation of the risk treatment plan to be undertaken in accordance with the frequencies listed below:

		Residual Risk Rating (Prior to Treatment)			
		Low	Medium	High	Extreme
Risk Level	Strategic	Quarterly	Monthly	Weekly	Daily
	Operational	Quarterly	Monthly	Weekly	Daily
	Project	To be determined by the relevant Project Manager on a case-by-case basis			

External

Council will ensure its risk management processes are reviewed externally at least once per term of Council.

6.6 Recording and Reporting

Risk registers will be utilised to record identified risks Council is exposed to at each level and include information relating to any controls adopted to manage those risks. Risks will be reported through appropriate mechanisms to communicate risk management activities and outcomes across the organisation and provide information for decision-making in accordance with the following:

Routine Reporting

Council will conduct regular reporting to communicate risk management activities and outcomes across the organisation:

Strategic Risks

Item/Matter	Report Recipient	Report Format	Objective(s)	Responsible Officer	Frequency
Register Review	Council	Operational Plan	<p>That Council will:</p> <ul style="list-style-type: none"> Review and consider its strategic direction, as outlined in the Corporate Plan; Determine what risks may effect Council's ability to deliver and implement its strategic direction; and Include any proposed treatments to those risks as actions within the Operational Plan. 	Chief Executive Officer	Annually
Executive Review	ManEx	ManEx Report	<p>The ManEx Team will review, consider and when required provide feedback to Council on:</p> <ul style="list-style-type: none"> The risks identified within the Strategic Risk Register and their residual risk rating; The status, efficiency and effectiveness of existing controls for those risks; Exceptions or trends that may impact on the achievement of objectives. 	Dir Corporate Services	Annually
Performance Review	Council	Operational Plan Progress Report	<p>That Council review and consider:</p> <ul style="list-style-type: none"> The risks identified within the Strategic Risk Register and their residual risk rating; The status, efficiency and effectiveness of existing controls for those risks; The progress, efficiency and effectiveness of existing risk treatment plans towards reaching the nominated target risk rating, and whether additional risk treatment is required; and Exceptions or trends that may impact on the achievement of objectives. 	Chief Executive Officer	Quarterly
Oversight Review	ManEx	ManEx Report	<p>The ManEx Team will review, consider and when required provide feedback to Council on:</p> <ul style="list-style-type: none"> The risks identified within the Strategic Risk Register with a residual risk rating which is outside of Council's risk tolerance; The status, efficiency and effectiveness of existing controls for those risks; The progress, efficiency and effectiveness of existing risk treatment plans towards reaching the nominated target risk rating, and whether additional risk treatment is required; and Exceptions or trends that may impact on the achievement of objectives 	Dir Corporate Services	Monthly
Independent Review	Audit & Risk Committee	Audit & Risk Committee Report	<p>The Audit & Risk Committee will review, consider and provide feedback to Council on:</p> <ul style="list-style-type: none"> The risks identified within the Strategic Risk Register and their residual risk rating; The status, efficiency and effectiveness of existing controls for those risks; The progress, efficiency and effectiveness of existing risk treatment plans towards reaching the nominated target risk rating for any risk which exceeds Council's risk tolerance, and whether additional risk treatment is required; and Exceptions or trends that may impact on the achievement of objectives. 	Chief Executive Officer	Each Meeting

Operational Risks

Item/Matter	Report Recipient	Report Format	Objective(s)	Responsible Officer	Frequency
Register Review	ManEx	ManEx Report	<p>The ManEx Team will review and consider:</p> <ul style="list-style-type: none"> • Its operations and ability to sufficiently provide services to an expected level of community satisfaction; • The risks identified within the Operational Risk Register and their residual risk rating; • Whether additional risks should be added to the register, or if identified risks should be amended, merged or removed from the register; • The status, efficiency and effectiveness of existing controls for current risks; • Exceptions or trends that may impact on the achievement of objectives. 	Dir Corporate Services	Annually
Performance Review	ManEx	ManEx Report	<p>The ManEx Team will review and consider:</p> <ul style="list-style-type: none"> • The risks identified within the Operational Risk Register with a residual risk rating which is outside of Council's risk tolerance; • The status, efficiency and effectiveness of existing controls for those risks; • The progress, efficiency and effectiveness of existing risk treatment plans towards reaching the nominated target risk rating, and whether additional risk treatment is required; and • Exceptions or trends that may impact on the achievement of objectives 	Dir Corporate Services	Monthly
Oversight Review	Council	Council Report	<p>That Council will review, consider and provide feedback to the Chief Executive Officer on:</p> <ul style="list-style-type: none"> • The risks identified within the Operational Risk Register and their residual risk rating; • The status, efficiency and effectiveness of existing controls for those risks; • The progress, efficiency and effectiveness of existing risk treatment plans towards reaching the nominated target risk rating for any risk which exceeds Council's risk tolerance, and whether additional risk treatment is required; and • Exceptions or trends that may impact on the achievement of objectives. 	Chief Executive Officer	Annually
Independent Review	Audit & Risk Committee	Audit & Risk Committee Report	<p>The Audit & Risk Committee will review, consider and provide feedback to the Chief Executive Officer on:</p> <ul style="list-style-type: none"> • The risks identified within the Operational Risk Register and their residual risk rating; • The status, efficiency and effectiveness of existing controls for those risks; • The progress, efficiency and effectiveness of existing risk treatment plans towards reaching the nominated target risk rating for any risk which exceeds Council's risk tolerance, and whether additional risk treatment is required; and • Exceptions or trends that may impact on the achievement of objectives. 	Chief Executive Officer	Each Meeting

Project Risks

Item/Matter	Report to	Report Format	Objective	Responsible Officer	Frequency
Performance Review	ManEx	ManEx Report	<p>The ManEx Team will review and consider:</p> <ul style="list-style-type: none"> The risks identified within the Project Risk Register and their residual risk rating; The status, efficiency and effectiveness of existing controls for current risks; The progress, efficiency and effectiveness of existing risk treatment plans towards reaching the nominated target risk rating for any risk which exceeds Council's risk tolerance, and whether additional risk treatment is required; and Exceptions or trends that may impact on the achievement of objectives. 	Project Manager	As Required
Oversight Review	Council	Council Report	<p>That Council will review, consider and provide feedback to the Chief Executive Officer on:</p> <ul style="list-style-type: none"> The risks identified within the Project Risk Register and their residual risk rating; The status, efficiency and effectiveness of existing controls for those risks; The progress, efficiency and effectiveness of existing risk treatment plans towards reaching the nominated target risk rating for any risk which exceeds Council's risk tolerance, and whether additional risk treatment is required; and Exceptions or trends that may impact on the achievement of objectives. 	Project Manager	As Required
Independent Review	Audit & Risk Committee	Audit & Risk Committee Report	<p>The Audit & Risk Committee will review, consider and provide feedback to the Project Manager on:</p> <ul style="list-style-type: none"> The risks identified within the Project Risk Register and their residual risk rating; The status, efficiency and effectiveness of existing controls for those risks; The progress, efficiency and effectiveness of existing risk treatment plans towards reaching the nominated target risk rating for any risk which exceeds Council's risk tolerance, and whether additional risk treatment is required; and Exceptions or trends that may impact on the achievement of objectives. 	Project Manager	As Required

Escalation and Emerging Risk Reporting

Council will report on risks which on review have escalated outside of Council's risk tolerance, with a view to improving risk management activities and further treating the risk:

Risk Level	Report Recipient	Report Format	Objective(s)	Responsible Officer	Frequency
Strategic	Council	Council Report	Emerging strategic risks or existing strategic risks which escalate to being outside of Council's risk tolerance will be reported to Council for review and consideration of treatment options at a time deemed reasonable by the Chief Executive Officer, dependent on the nature and circumstances of the risk.	Chief Executive Officer	As Required
Operational	ManEx	ManEx Report	Emerging operational risks or existing operational risks which escalate to being outside of Council's risk tolerance will be reported to ManEx for review and consideration of treatment options at the earliest reasonable opportunity.	Risk Owners	As Required
Project	Project Sponsor(s)	TBC by Project Manager	Emerging project risks or existing project risks which escalate to being outside of Council's risk tolerance will be reported to the Project Sponsor for review and consideration of treatment options at the earliest reasonable opportunity.	Project Manager	As Required

Decision-Making Reporting

Council reports will include an analysis of risks relevant to the matter to provide supporting information to Council for decision-making. This analysis will include but is not limited to:

- An assessment of the risks identified in relation to the matter in accordance with the process outlined in this framework;
- A summary of the risk assessment;
- A recommendation for decision based on the outcome of that risk assessment which considers Council's risk appetite and tolerance.

Other Recording and Reporting

Council will conduct additional recording and reporting in relation to its risk management activities to meet its legislative responsibilities, assist interaction with stakeholders and increase community confidence in Council's ability to manage risk:

Item/Matter	Objective	Responsible Officer	Frequency
Annual Report	As part of their assessment of the local government's progress towards implementing its Corporate Plan and annual Operational Plan, the Chief Executive Officer will include an overview of risk management activities undertaken during the previous financial year in the context of achieving Council's strategic direction.	Chief Executive Officer	Annual
Operational Plan	Council's Operational Plan will include an overview of Council's Operational Risk Register, provide a summary of activities which will be undertaken during the financial year to manage operational risks and outline Council's approach to managing risk.	Chief Executive Officer	Annual
Investment Policy	Council's Investment Policy will outline the organisations overall risk philosophy.	Director Corporate Services	Annual
Internal Audit Plan	Council's Internal Audit Plan will include statements about: <ul style="list-style-type: none"> • the way in which operational risks have been evaluated; and • the most significant operational risks identified from the evaluation; and • the control measures that Council has adopted, or is to adopt, to manage the most significant operational risks. 	Chief Executive Officer	Annual

7. Training and Awareness

To ensure the successful, ongoing integration of risk management into Council's systems and processes it is necessary to maintain a t

7.1 Training Program

Council will facilitate an internal risk management training program as follows:

Training Type	Description	Responsibility	Timeframe
Induction	<p>As part of their induction to the organisation, new Council employees will be provided with initial training on Council's risk management policy and framework which is commensurate with their role and responsibilities.</p> <p>At a minimum, the induction training will provide new Council employees with the following:</p> <ul style="list-style-type: none"> • A general understanding of the principles and benefits of risk management; • Practical guidance in undertaking and documenting the risk assessment process, using Council's adopted risk assessment and evaluation criteria, tools, templates and systems; and • An understanding of Council's risk appetite and actions required to effectively consider risk management options. 	Human Resources	On commencement of employment
Refresher	All Council employees will be invited to participate in annual training to ensure their understanding of Council's risk management policy and framework which is commensurate with their role and responsibilities.	Governance	Annual

7.2 Awareness Program

Council will facilitate an awareness program internally to ensure all Council employees have an understanding and appreciation organisation in the following ways:

Activity	Description	Responsibility	Timeframe
Information Sharing	Reports, resources and other information sources which support or enhance Council's approach to managing risk, as well as any material changes to Council's risk management process, will be shared internally to encourage employee's understanding and awareness of risk management and risks which may impact Council.	Chief Executive Officer	As Required
Risk Management Award	Council will celebrate risk management learnings and achievements by way of an annual award from the elected Council to a Council employee who has utilised risk management to achieve an accomplishment of significance to Council and/or the community.	Council	Annual
Risk Culture Self-Assessment	Council's risk management culture is reviewed to measure whether it is capable of facilitating open and objective risk management dialogue.	Governance	Annual

BOULIA SHIRE COUNCIL

Report for Ordinary Meeting held on 22 October 2021

TITLE:	POLICIES REVIEW	DOC REF: Item
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REPORT BY:	Ms Lynn Moore Chief Executive Officer	DATE: 14/10/2021
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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:

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 minor changes to existing reports which does not have any material effect on the intent of the documents.

CONTENT:

The Council is required to conduct a review of policies on a regular basis to ensure that they are consistent with changes to regulations, employment conditions and Council's objectives.

It is recommended that the policies as listed be adopted and the term for review to reflect a three-year review unless changes to legislation require the policy to be reviewed earlier.

The listed policies have had no material changes made.

POLICY	NO.	OFFICER	TYPE
Community Engagement Policy	120	Estelle van Tonder	
Dealing with a Complaint involving a Public Official (CEO)	130	Estelle van Tonder	
Statement of Business Ethics	140	Estelle van Tonder	

CONSULTATION:

- NIL

GOVERNANCE IMPLICATIONS:

- The policies are consistent with the guidelines and legislation as issued.

RECOMMENDATION:

1. That the policies as presented be adopted.

POLICY	NO.	OFFICER	TYPE
Community Engagement Policy	120	Estelle van Tonder	
Dealing with a Complaint involving a Public Official (CEO)	130	Estelle van Tonder	
Statement of Business Ethics	140	Estelle van Tonder	

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

ATTACHMENTS:

POLICY	NO.	OFFICER	TYPE
Community Engagement Policy	120	Estelle van Tonder	
Dealing with a Complaint involving a Public Official (CEO)	130	Estelle van Tonder	
Statement of Business Ethics	140	Estelle van Tonder	

Approved by Chief Executive Officer

Lynn Moore



BOULIA SHIRE COUNCIL

COMMUNITY ENGAGEMENT

Category:	Policy
Policy Number:	120
Document Version:	1
Obsolete Version:	n/a 20/2/2018
Keyword Classification:	Community engagement
Summary:	To enhance the relationship between the Council and community through quality community engagement
Adoption Date:	
Resolution:	
Due for Revision	Every two three years or as impacted by legislation
Revision date:	
Date revoked:	Repealed 19.07.2017
Related documents:	n/a International Association for Public Participation (iap2) framework Local Government Act 2009
Responsible Section:	Corporate
Responsible Officer:	Chief Executive Officer
Legislation:	n/a

Commented [N1]: No resolution in the register that this policy was repealed in 2017? Typing error?

PURPOSE:

To enhance the relationship between the Council and community through quality community engagement.

1. Outline

Community engagement is an important principle in the planning, policy development and decision making process of Council. Council believes that quality community engagement is essential to the foundation of good governance and to enhance the relationship between the community and Council.

2. Background

It provides a set of principles to guide community engagement practice drawn from internationally accepted community engagement principles - the International Association for Public Participation (iap2) framework.

Meaningful community engagement is a process that:

- is planned, resourced and effectively promoted to those likely to be interested or affected;
- takes into consideration the diversity of the community;
- clearly articulates the level of influence the community has on the decision-making process;
- provides a range of accessible opportunities for community participation; and
- provides timely feedback to participants and the broader community showing how community input has been considered and what final outcomes have been determined by Council.

The Queensland *Local Government Act 2009* outlines the in-principle need for local government to engage with the community and to encourage and assist participation, in particular, Section 4 (2)(c) democratic representation, social inclusion and meaningful community engagement.

3. Scope

This policy applies to all facets of Council's operations including:

- Corporate Governance
- Economic Development
- Provision of Infrastructure
- Community Services

- Environment and Heritage Protection

This policy defines the principles underpinning Council's engagement activities, the role of Councillors and employees in engaging with the community and the mechanisms which Council will use to engage the community.

4. Policy Statement

Boulia Shire Council recognises that community engagement and participation processes are a vital part of democracy. Effective engagement is good business practice and critical to good government. For this reason, Council is committed to engaging with all of its communities and residents.

The benefits of effective engagement include:

- Council and community working together to address local issues and together achieve better outcomes;
- an effective level of community ownership and acceptance of decisions affecting the Council;
- an effective level of community awareness of Council's services, planning and program delivery;
- an effective level of awareness across Council of community views and the issues that should be considered as part of decision making;
- an effective level of awareness of the needs, priorities and diversity of the local community, which in turn ensures that Council's service provision and planning functions are aligned appropriately;
- the added value of tapping into and drawing upon community expertise, knowledge and experience to optimise Council decision-making; the potential for time, resource and cost savings as a result of better alignment of community needs to services; and
- a positive community perception of Council's decision-making processes

5. Policy Principles

Effective community engagement is built on trust, respect and goodwill. Council has a commitment to community engagement that is governed by a set of principles that underpin good engagement processes. The principles are described below:

Integrity and transparency - Engagement involves trust and transparency. The levels of community influence will be clearly communicated. Consultation and higher forms of engagement must be genuinely purposeful and not tokenistic. Council will carefully consider, and accurately portray, the community's role in the decision-making process and reflect back

how the community has influenced decisions.

Open and inclusive - Council encourages involvement from a wide cross section of the community using engagement processes that are accessible and inclusive;

Mutual respect - Council's goal is to ensure that all voices matter, all opinions are valued and considered. It recognises that both the community and Council are responsible for outcomes.

Timeliness - Council will engage with its community in ways that are timely, open to all, easily understood and not overly bureaucratic or resource intensive.

Well Planned - Engagement requires informed judgement and planning in its approach and implementation in order to be effective, practical and suitably resourced. Consideration will be given to ensuring that sufficient timeframes and adequate resources are allocated to engagement processes.

Foresight - Council engages with its community not only to learn about and respond to present needs, but also to gain a better understanding of our communities' perspective on emerging issues that may affect our preferred future.

Accountability - Council will seek community engagement to enhance its decision-making. However, Council is ultimately responsible and accountable and it will accept its responsibility to make the final decision.

6. Policy Strategies

Engagement around Strategic Issues

By their very nature, these engagements will concern strategic and/or region wide issues. On these issues, Council could involve the community through the establishment of advisory panels and taskforces or through special one-off conferences or other appropriate engagement activities designed to generate dialogue and ideas. Councillors will be consulted to determine the nature and type of their involvement in the strategic issue.

Engagement concerning Local Issues

Council will take a flexible approach on how it engages with the community on local issues. Engagement activities will provide an opportunity to give and receive information and may include the establishment of working or project groups, forums or community meetings. Such activities will be action-focused and will always involve Council employees.

Engagement Linked to day-to-day Council Business

Council staff in consultation with Councillors will identify and manage community engagement activities associated with Council's core business and projects approved in Council's budget.

Engagement Activities

Council recognises the full spectrum of engagement activities as contained within the iap2 Spectrum of Public Participation, ranging from informing, consulting, involving, collaborating and empowering. Council will use different community engagement techniques and communication mechanisms depending on the issue or project, its particular circumstance and the audience it needs to target. The need for and type of community engagement to be undertaken will be determined at the project planning stage following an analysis of the desired project outcomes. The project plan will also identify the most appropriate communication tool to ensure that the particular target group(s) is well informed of both the issue and related engagement opportunities. At the planning stage, the project team will also consider whether or not it can obtain the community information it requires from another source or previous engagement activity, in order to maximise the use of limited resources and minimise the potential for consultation fatigue developing within the community.

Roles and Responsibilities

Councillors and staff play important roles in engaging with the community. Council will decide the high-level strategic issues on which it will engage the community. These issues will be linked to an identified corporate plan priority or a significant emerging issue and will be recorded in a register of community consultations. Councillors have the responsibility for engaging with local communities and Council employees have responsibility for engaging the community in their day-to-day business activities and on agreed projects and place-making activities.

Commented [N2]: We don't have a register of community consultation's?

Community Advisory Boards (CAB), Community Advisory Network (CAN)

From time-to-time Council may establish community advisory boards or networks that will:

- be established by Council resolution;
- have specific terms of reference;
- have a defined time frame;
- report back to Council after each meeting;
- be chaired by a suitable qualified external individual or Councillor or employee;
- identify staff resources to act as project officer and secretary to the taskforce or panel



BOULIA SHIRE COUNCIL

Dealing with a Complaint involving a Public Official (CEO)

Category:	Policy
Policy Number:	130
Document Version:	Ver 2
Obsolete Version:	3rd July 2020 17 th August 2020
Keyword Classification:	Public official, CEO, misconduct, complaint
Summary:	Process to follow involving a complaint regarding the Chief Executive Officer
Adoption Date:	
Resolution:	
Due for Revision:	Annually
Revision date:	27 th August 2022
Date revoked:	n/a
Related documents:	Policy 127 - Complaints Management Policy and Process Policy 128 - Public Interest Disclosure Policy and Procedure
Responsible Section:	Executive
Responsible Officer:	CEO
Legislation:	Crime and Corruption Act 2001

Approval

This policy is approved by:

- Chief Executive Officer Date
Mayor Boulia Shire Council Date

Complaints about the public official (CEO): section 48A of the *Crime and Corruption Act 2001*

1 Objective

The Chief Executive Officer is the public official of the Boulia Shire Council.

The objective of this policy is to set out how the Boulia Shire Council will deal with a complaint (also information or matter)¹ that involves or may involve corrupt conduct² of its Chief Executive Officer as defined in the *Crime and Corruption Act 2001* (CC Act).

2 Policy rationale

The policy is designed to assist the Boulia Shire Council to:

1. Comply with s48A of the *Crime and Corruption Act 2001*
2. Promote public confidence in the way suspected corrupt conduct of the Chief Executive Officer for the Boulia Shire Council is dealt with (s34(e) (d) CC Act)
3. Promote accountability, integrity and transparency in the way the Boulia Shire Council deals with a complaint that is suspected to involve, or may involve, corrupt conduct of the Chief Executive Officer.

3 Definitions

Crime and Corruption Commission (CCC)	the Commission continued in existence under the <i>Crime and Corruption Act 2001</i>
CC Act	<i>Crime and Corruption Act 2001</i>
Complaint	includes information or matter. See definition provided by s48A(4) of the <i>Crime and Corruption Act 2001</i>
Corruption	see Schedule 2 (Dictionary) of the <i>Crime and Corruption Act 2001</i>
Corrupt conduct	see s15 of the <i>Crime and Corruption Act 2001</i>
Corruption in Focus	http://www.ccc.qld.gov.au/corruption/information-for-the-public-sector/corruption-in-focus; https://www.ccc.qld.gov.au/sites/default/files/Docs/Publications/CCC/Corruption-in-focus-Guide-2020.pdf see chapter 2, page 2-5, 2.1
Deal with	see Schedule 2 (Dictionary) of the <i>Crime and Corruption Act 2001</i>
Nominated person	see item 5 of this policy
Police misconduct	see Schedule 2 (Dictionary) of the <i>Crime and Corruption Act 2001</i>

¹ See s48A of the CC Act and definitions below

² The CCC's Corruption function encompasses both "corrupt conduct" and "police misconduct". For the purposes of the Queensland Police Service, wherever the term "corrupt conduct" is used in the policy, they would also have to consider police misconduct, as per s37 of the CC Act

Public Official/CEO	see Schedule 2 (Dictionary) and also s48A of the <i>Crime and Corruption Act 2001</i>
Unit of public administration (UPA)	see s20 of the <i>Crime and Corruption Act 2001</i>

4 Policy application

This policy applies:

- if there are grounds to suspect that a complaint may involve corrupt conduct of the Chief Executive Officer of the Boulia Shire Council
- to all persons who hold an appointment in, or are employees of, the Boulia Shire Council

For the purpose of this policy a complaint includes information or matter.³

5 Nominated person

Having regard to s48A(2) and (3) of the CC Act, this policy nominates:

- Mayor as the nominated person/s⁴ to notify⁵ the Crime and Corruption Commission (CCC) of the complaint and to deal with the complaint under the CC Act.⁶

Mayor's contact details: Mayor Rick Britton

Phone: 0407 122 430

Email: mayor@boulia.qld.gov.au

Postal Address: 18 Herbert Street, Boulia QLD 4829

Please mark all mail as 'Confidential'

Once the Boulia Shire Council nominates a person, the CC Act applies as if a reference about notifying or dealing with the complaint to the public official/CEO is a reference to the nominated person⁷.

6 Complaints about the CEO

Complaint involving a reasonable suspicion of corrupt conduct, where there is a nominated person

Where there is a nominated person, if a complaint may involve an allegation of corrupt conduct of the Chief Executive Officer of the Boulia Shire Council, the complaint may be reported to:

- the nominated person, or
- a person to whom there is an obligation to report under an Act⁸ (this does not include an obligation imposed by s37, s38 and 39(1) of the CC Act).

³ See s48(4) **CC** of the CC Act

⁴ See footnote 2 'Suggested outline of policy'

⁵ Under s38 of the CC Act

⁶ Under Chapter 2, Part 3, Division 4, Subdivisions 1 & 2 of the CC Act

⁷ See s48A(3) CC Act

⁸ See s39(2) of the CC Act

If there is uncertainty about whether or not a complaint should be reported, it is best to report it to the nominated person.

If the nominated person reasonably suspects the complaint may involve corrupt conduct of the Chief Executive Officer, they are to:

- (a) notify the CCC of the complaint⁹, and
- (b) deal with the complaint, subject to the CCC's monitoring role, when —
 - directions issued under s40 apply to the complaint, if any, or
 - pursuant to s46, the CCC refers the complaint to the nominated officer to deal with¹⁰.

If the Chief Executive Officer reasonably suspects that the complaint may involve corrupt conduct on their part, and there is a nominated person, the Chief Executive Officer must:

- (i) report the complaint to the nominated person as soon as practicable and may also notify the CCC, and
- (ii) take no further action to deal with the complaint unless requested to do so by the nominated person.

Where there is a nominated person, and if directions issued under s40 apply to the complaint:

- (i) the nominated person is to deal with the complaint, and
- (ii) the Chief Executive Officer is to take no further action to deal with the complaint unless requested to do so by the nominated person.

7 Resourcing the Nominated Person

If pursuant to s40 or 46, the nominated person has responsibility to deal with the complaint¹¹:

- (i) the Bouliia Shire Council will ensure that sufficient resources are available to the nominated person to enable them to deal with the complaint appropriately¹², and
- (ii) the nominated person is to ensure that consultations, if any, for the purpose of securing resources sufficient to deal with the complaint appropriately are confidential and are not disclosed, other than to the CCC, without:
 - authorisation under a law of the Commonwealth or the State, or
 - the consent of the nominated person responsible for dealing with the complaint
- (iii) the nominated person must, at all times, use their best endeavours to act independently, impartially and fairly having regard to the:
 - purposes of the CC Act¹³
 - the importance of promoting public confidence in the way suspected corrupt conduct in the Bouliia Shire Council is dealt with¹⁴, and
 - the Bouliia Shire Council's statutory, policy and procedural framework.

If the nominated person has responsibility to deal with the complaint, they:

⁹ Under s38, subject to s40 of the CC Act

¹⁰ Under s43 and 44 of the CC Act

¹¹ Under s43 and 44 of the CC Act

¹² See the CCC's corruption purposes and function set out in s4(1)(b), 33, 34, 35 and the Bouliia Shire Council's relevant statutory, policy and procedural framework which help inform decision making about the appropriate way to deal with the complaint

¹³ See s57 and the CCC's corruption purposes and function set out in s4(1)(b), 33, 34, 35 of the CC Act

¹⁴ See s34(e)(d) CC Act

- are delegated the same authority, functions and powers as the Chief Executive Officer to direct and control staff of the Boulia Shire Council as if the nominated person is the Chief Executive Officer of the Boulia Shire Council for the purpose of dealing with the complaint only
- are delegated the same authority, functions and powers as the Chief Executive Officer to enter into contracts on behalf of the Boulia Shire Council for the purpose of dealing with the complaint
- do not have any authority, function or power that cannot, under the law of the Commonwealth or the State, be delegated by the Chief Executive Officer to the nominated person.

8 Liaising with the CCC

The Chief Executive Officer is to keep the CCC and the nominated person informed of:

- the contact details for the public official/CEO and the nominated person
- any proposed changes to this policy.

9 Consultation with the CCC

The Chief Executive Officer will consult with the CCC when preparing any policy about how the Boulia Shire Council will deal with a complaint that involves or may involve corrupt conduct of the public official/CEO.¹⁵

10 Statutory references

Unless otherwise stated, all statutory references are to the *Crime and Corruption Act 2001*.

¹⁵ Section 48A of the CC Act



BOULIA SHIRE COUNCIL

Statement of Business Ethics

Category:	Policy
Policy Number:	140
Document Version:	(new) 1
Obsolete Version:	n/a 24/01/2018
Keyword Classification:	Statement of Business Ethics
Summary:	Doing business with the Boulia Shire Council.
Adoption Date:	
Resolution:	
Due for Revision:	Three years unless otherwise impacted by legislation
Revision date:	27 th August 2024
Date revoked:	n/a
Related documents:	Boulia Shire Council's Codes of Conduct Policies 129 and 146 Policy 101 Purchasing and Acquisition Policy Policy 104 Gifts Policy
Responsible Section:	Executive
Responsible Officer:	CEO
Legislation:	Public Sector Ethics Act 1994 Integrity Act 2009 Information Privacy Act 2009 Public Interest Disclosure Act 2010 Right to Information Act 2009 (Qld)



Statement of business ethics

Doing business with Bouliā Shire Council

The Bouliā Shire Council (BSC) is working with you to grow and support the town of Bouliā, the community of Urandangi and the surrounding properties through strong leadership and quality partnerships that drive our strategic objectives of:

- Increased economic, social and environmental benefits for the shire
- A growing and prosperous town and community
- Greater liveability and connectedness
- To be a resilient, strong and sustainable rural and remote community
- To have a high performing, innovative, diverse and engaged workforce.

We believe that good business is founded on the time-honoured ethical principles and values of the Bouliā Shire Council:

- integrity and impartiality
- promoting the public good
- commitment to the system of local government
- accountability and transparency.

We rely on the support of commercial partners (including both government and non- government agencies) and suppliers to assist in delivering public value as a service provider.

Our employees¹ are expected to behave ethically and comply with the Bouliā Shire's Staff Code of Conduct and Councillor Code of Conduct. We also expect that organisations and individuals that do business with us will act in accordance high ethical standards.

¹ 'Employees' refers to all individuals employed, appointed or otherwise engaged. This includes permanent, temporary and casual employees, as well as consultants, contractors and agency employees engaged to perform work for or on behalf of the Bouliā Shire Council.

This document gives guidance to commercial partners and suppliers on the ethical standards we uphold and the conduct and standards expect from our business partners and stakeholders.

What we ask of commercial partners and suppliers

All commercial partners and suppliers are expected to observe the following principles when doing business with us:

- to comply with Boulia Shire Council's procurement policies and procedures, and act ethically, fairly and honestly in all dealings
- refrain from offering our employees, contractors and consultants financial inducements, gifts, benefits, or hospitality to obtain favourable business outcomes or relationships
- declare actual, perceived or potential conflicts of interest as soon as such matters arise
- prevent the unauthorised disclosure of confidential Council information and protect the state's intellectual property
- prevent the unauthorised access, use and disclosure of personal information and protect the privacy of individuals
- assist the prevention of fraud, corruption and unethical practices in business relationships by reporting wrongdoing.

Our key principles

We deliver public value by making or enabling sustained improvements to public services in Boulia by applying the following core principles and values set out in the [Public Sector Ethics Act 1994](#)

Integrity and impartiality

- (a) We are committed to the highest ethical standards.
- (b) We accept and value our duty to provide advice which is objective, independent, apolitical and impartial
- (c) We show respect towards all persons, including employees, clients and the general public
- (d) We acknowledge the primacy of the public interest and undertake that any conflict of interest issue will be resolved or appropriately managed in favour of the public interest
- (e) We are committed to honest, fair and respectful engagement with the community.

Promoting the public good

- (a) We accept and value our duty to be responsive to both the requirements of local government and to the public interest
- (b) We accept and value our duty to engage the community in developing and effecting official local laws, policies and decisions
- (c) We accept and value our duty to manage public resources effectively, efficiently and economically
- (d) We value and seek to achieve excellence in service delivery.
- (e) We value and seek to achieve enhanced integration of services to better service clients.

Commitment to the system of local government

- (a) We accept and value our duty to uphold the system of government and the laws of the state, the Commonwealth and local government
- (b) We are committed to effecting official public sector priorities, policies and decisions professionally and impartially
- (c) We accept and value our duty to operate within the framework of Ministerial responsibility to government, the Parliament and the community.

Accountability and transparency

- (a) We are committed to exercising proper diligence, care and attention
- (b) We are committed to using public resources in an effective and accountable way
- (c) We are committed to managing information as openly as practicable within the legal framework
- (d) We value and seek to achieve high standards of public administration
- (e) We value and seek to innovate and continuously improve performance
- (f) We value and seek to operate within a framework of mutual obligation and shared responsibility between public service agencies, public sector entities and public officials.

Our key business principles include achieving value for money in the expenditure of public funds while being fair, ethical and transparent.

We are committed to best practice procurement and achieving value for money for the people of Boulia in line with the Boulia Shire Council's Purchasing and Acquisition Policy.

Good ethics = good business

Commercial partners and suppliers will advance their business objectives and interests by following the guidelines in this document.

Unethical or corrupt conduct, could lead to:

- termination of contracts
- loss of future work
- loss of reputation
- investigation for corruption
- matters being referred for criminal investigation.

What commercial partners and suppliers can expect from our employees

Our employees are bound by the Boulia Shire Council's Code of Conduct and are expected to:

- ensure that decisions and actions are reasonable, fair and appropriate to the circumstances, based on consideration of all the relevant facts, and supported by relevant legislation, policies and procedures
- actively promote the Boulia Shire Council by always acting in the public interest and not engage in any activities that would bring the Boulia Shire Council into disrepute
- achieve the highest professional standards of ethics by treating government, stakeholders, clients, suppliers and each other impartially and objectively
- provide relevant and responsive service to clients and customers, with all necessary and appropriate assistance in accordance with agreed service standards
- always act with care and diligence, using Boulia Shire Council's resources in a proper manner.

Guidelines

Incentives, gifts, benefits and hospitality

Commercial partners and suppliers need not offer or give gifts to our employees. Our employees may decline gifts, benefits, or travel offered during the course of their work, especially if the gift could be seen as seeking to influence decision making. Cash gifts (or equivalent, for example, gift vouchers) are never acceptable.

You are not expected to pay or offer to pay for any form of entertainment for our employees. This includes such things as tickets to sporting or social events, social meals at restaurants, travel expenses to attend either local or interstate meetings or conferences, or accommodation expenses. We prefer that business is conducted in an appropriate formal setting and we meet all business costs for our employees.

However, employee participation in some modest forms of hospitality is permitted where:

- a clear underlying business purpose exists
- it is in the normal course of business
- it is normal hospitality associated with greeting and meeting e.g. tea/coffee
- it relates to official duties; has a public benefit; and is disclosed by the employee.

Offers, acceptance, and non-acceptance, of gifts, benefits and hospitality are required to be reported by our employees in accordance with the Boulia Shire Council's Gift Policy.

We acknowledge that judgement by both commercial partners/suppliers and employees needs to be exercised regarding the offer and acceptance of such hospitality – the essence is that it must be modest (both actual and in perception) and not be encumbered by obligation.

Gifts, benefits and hospitality must never be offered at a time that could raise general concerns about conflicts of interest, for example during a tender or contract negotiation period.

Conflicts of interest

Our employees are required to disclose any potential, actual or perceived conflicts of interest. This includes those that can, or could, arise from personal relationships between employees and staff of commercial partners and suppliers. The Council will put in place strategies to manage any actual, perceived or potential conflict of interest which could involve removing an employee from a project and replacing them with another.

Under the [Integrity Act 2009](#), a conflict of interest involves a conflict or possible conflict between a person's personal interests and that person's official duties. Any conflict of interest must be resolved in favour of the public interest.

This requirement is extended to all of our commercial partners and suppliers.

Sponsorship

We will not ask for, entertain, or enter into any sponsorship or similar arrangement that is not open and transparent or where such activity creates a perception that it could be part of an attempt to improperly influence decision-making processes.

Confidentiality and intellectual property

Confidential information (in any form – electronic, hard copy, multimedia etc.) must be treated as such and protected as appropriate. The specific requirements of copyright laws and individual contracts must be adhered to in relation to confidentiality and intellectual property. If a contract or other arrangement involves the exchange or handling of personal information held by the Council, we will require the contracted service provider to be contractually bound to comply with the Queensland [Information Privacy Act 2009](#). This would be in addition to any obligation a business under Commonwealth privacy legislation.

Communication and cooperation

In line with applicable Queensland Government frameworks, policies and codes of practice, we and our commercial partners, contractors, sub-contractors and suppliers will manage our business relationship based on open and effective communication, respect and trust, and adopt a constructive and inexpensive approach to dispute resolution.

Private employment and post-separation employment

We require our employees to obtain Council approval prior to entering into other employment arrangement if it has the potential to create an actual or perceived conflict of interest between the employee's public official role and their private interests. Our employees are not to use either their position, government information, or intellectual property developed while serving the local government to secure private employment.

Commercial partners and suppliers should not offer our employees private employment which conflicts with their public duties. Former employees who have dealings with our Council need to ensure that they do not seek, or appear to seek favourable treatment or access to confidential information.

This requirement is extended to all of our commercial partners and suppliers.

Expectations regarding contractors

All contractors and sub-contractors are expected to comply with guidelines in this statement. Commercial partners and suppliers are responsible for making any of their sub-contractors aware of this statement.

Public comment

Non-Council employees must not make any public comment or statement that would lead anyone to believe that they are representing Bouliia Shire Council, or expressing its views or policies whether at public and community meetings, via the media, or when it is reasonable that comments or statements will become known to the public at large.

Our employees are not permitted to provide public endorsement, on behalf of our Council or on behalf of companies or their products without proper authorisation.

Fraud, corruption and “public interest disclosures”

We have zero tolerance for corrupt conduct, maladministration, serious and substantial waste of public money, government information contravention, and other forms of serious wrongdoing. Our commercial partners and suppliers are expected to report any conduct or matter that they become aware of where they suspect fraud, corruption or wrongdoing involving our Council or its related entities.

The [Public Interest Disclosure Act 2010](#) (the PID Act) protects public servants from reprisal (payback) or detrimental action when disclosing corrupt conduct or other serious wrongdoing in line with requirements of the PID Act, and also ensures that disclosures are appropriately investigated and dealt with.

Reports of fraud or corruption can be made to the Chief Executive Officer, telephone (07) 4746 3188 or email ceo@bouliia.qld.gov.au or externally to:

- the [Queensland Police Service](#) if it concerns a criminal offence
- the [Crime and Corruption Commission](#) if it concerns official misconduct
- the [Queensland Ombudsman](#) if it concerns maladministration
- a member of the [Legislative Assembly](#).

Statement of business ethics quick guide

Integrity and impartiality	
What this means for us	What this means for you
<ul style="list-style-type: none"> • We are trustworthy, honest and respectful. • We put the public interest first and manage any conflict of interest in favour of the public interest. • We provide impartial and objective advice and faithfully carryout the policies of the Boulia Shire Council. 	<ul style="list-style-type: none"> • You can trust us and expect to be treated respectfully. • You should tell us about any matter that may create a conflict of interest in your dealings with us. • You can expect that we will assist you to the best of our ability without any favouritism or special treatment/relationship. • You should avoid giving gifts or expensive hospitality to our employees as this may create a perception of impropriety, especially where a tendering process is occurring or may in the future occur.
Promoting the public good	
What this means for us	What this means for you
<ul style="list-style-type: none"> • We are responsive to the needs of the community. • We aim for excellence in our service delivery/client service. • We manage public resources effectively, efficiently and economically. 	<ul style="list-style-type: none"> • You can expect we will be looking for the best value/result/outcome for Queensland in any dealings with you and this may not be based on a financial assessment only.
Commitment to the system of government	
What this means for us	What this means for you
<ul style="list-style-type: none"> • We accept and value our duty to uphold our system of government and the local, State and Commonwealth laws. • We have zero tolerance for fraud and corruption. 	<ul style="list-style-type: none"> • Your commitment to lawful activity will be very important in any decision by us to engage and continue to deal with you informally and/or contractually.
Accountability and transparency	
What this means for us	What this means for you
<ul style="list-style-type: none"> • We ensure diligence in our work and use of government resources. • We are committed to managing information as openly as possible within the legal framework. • We ensure transparency in our business dealings. 	<ul style="list-style-type: none"> • You will be treated fairly. • You will be required to demonstrate value for money in services that you may provide to government. • Your sensitive information that we hold will be managed by us responsibly and only shared with the public if we are required to do so by law, in which case you will be consulted first*. • If you employ former senior staff, we will not be able to have business meetings with them/allow them to lobby us on matters with which that they had official dealings. • If you do give us gifts and benefits and it is appropriate for us to accept them then they will be registered and reported in accordance with Gifts policy.

* See: *Right to Information Act 2009* (Qld):

<https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/R/RightInfoA09.pdf>

Contact

For questions regarding this statement and/or concerns about a possible breach or any conduct that could involve fraud, corrupt conduct, maladministration or serious and substantial waste of public funds:

The Chief Executive Officer
Boulia Shire Council
18 Herbert Street
BOULIA QLD 4829

T: (07) 47463188

M: 0429463188

E: ceo@boulia.qld.gov.au

Or externally:

- the [Queensland Police Service](#) if it concerns a criminal offence
- the [Crime and Corruption Commission](#) if it concerns official misconduct
- the [Queensland Ombudsman](#) if it concerns maladministration
- a member of the [Legislative Assembly](#).

TITLE:	WHSA / Insurance / Risk Management September 2021 Report	DOC REF: 9.2.3
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REPORT BY:	Rohan Weirman WHS/Insurance/Risk Management	DATE: 18/10/2021
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CORPORATE PLAN REFERENCE:

Key Priority 5: Governance

5.1: Ensure a high level of governance, accountability and compliance

5.1.1: Councillors and Staff have access to clear guidelines to assist in the delivery of accountabilities

5.1.2: Effective internal and external communication and records management

5.1.3: Adopt an integrated risk management approach

5.1.4: Contractor inductions, licenses, tickets, certificates and qualifications are held and maintained reflective of the current contract arrangements. Checked to ensure they are current

5.1.5: Workplace Health and Safety focus

Key Priority 7: Our Team - Our People

7.2: A great place to work

7.2.3: Provide access to external support networks for emotional assistance

7.2.4: Provide a safe, healthy working environment and be proactive in all Work Health Safety matters

RISK MANAGEMENT:

Information Report only - not applicable.

PURPOSE:

To inform Council of progressions and or issues of concern regarding Workplace Health and Safety.

CONTENT:

LGW – (TMR Audit requirements)	<ul style="list-style-type: none"> Ongoing monitoring with projects to ensure correct and completed WHS paperwork is submitted and identify potential hazards and any documentation requirement shortfalls.
Toolbox talks / Presentations	<ul style="list-style-type: none"> Regular toolbox talks/presentations to Depot/Works staff. Additional presentation information sessions will be presented to relevant staff from information contained in Queensland Health and WHSQ alerts, vehicle/plant updates, changes in industry compliances and areas identified within the work place. Topics generated from field observations and/or staff feedback.
Compliance and Education	<ul style="list-style-type: none"> Where applicable provide staff with pertinent information from WHSQ and other safety alert systems. Ongoing education through toolbox presentations to Council employees. Urandangie facilities will be fully compliant with the addition of fire extinguishers by end of October. Continue to assist with upgrade of Evacuation Plans/Diagrams.
Assistance to Staff / Contractors / compliance	<ul style="list-style-type: none"> Reviewing contractors' documentation for compliance. Schedule monthly alerts and inspections in iAuditor for various staff to perform. Staff re-familiarisation of Safe Operating Procedures (SOP's) On-going review of existing WHS documentation/procedures/registers/inspection schedules to streamline workflow and ensure compliance. Continue to develop iAuditor templates to assist staff with their

	compliance duties
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Near Misses, Incidents and issues	Total iAuditor actions/issues since last Council meeting: <ul style="list-style-type: none"> • Hazards – 0 • Damage – 0 • Incidents – 1 		
Category	Description	Site	Outcome
Incident	Ashley King had his finger hurt when it was crushed between steel panels been loaded on a work truck. He was advised to attend the Health Clinic and to speak to the WHSA. He did neither of these things and I have been unable to speak with him as off most of last week and he is not at work this week. Intend to interview him on 14/10/21	Depot	In progress

Completed Tasks and/or Achievements	<ul style="list-style-type: none"> • Inductions: 5 • Developed iAuditor template for contractor inductions to circumvent hard copy forms. • Developed RCD testing programme and templates assigned to contractor via iAuditor. • Fixed Plant Risk Assessment procedures developed for implementation at workshop. • Continue to monitor the Bouliia Shire Council Hazard Risk Register (this is a live document). • Plan a range of toolbox presentations for Council admin / office / tourism staff. • Conducted WHS inspection of Marion Downs Road works site. • Plan a range of toolbox presentations for Council Works / field staff held on a regular basis. • Evacuation Plan / Diagram and auto sanitiser installed in hall at Urandangi. 		
Works in Progress	<ul style="list-style-type: none"> • Weekly consultation with CEO to discuss current and future WHS items concerning the Shire. • Weekly consultation with DWO and supervisors on current and upcoming projects and what is required from a WHS perspective. • Updating of SDS at Council work sites – inspection schedule via iAuditor. • Design plant operator competency policy, procedures and assessment documents to facilitate assessment of Work Camp workers. • Regularly monitor the Bouliia Shire Council Hazard Risk Register and update as required. • Ongoing monitoring of work site activities to ensure that compliance standard requirements are being met to enable compliance re-certification. • Ongoing compiling of Audit Evidence to LGW to meet the Audit criteria requirements. • Remainder of the new and / or updated Evacuation Plans / Diagrams to be erected around designated Council buildings. (RSL Hall, Stonehouse Heritage Complex and Depot Training Room) 		
WHS Alerts and Updates	<ul style="list-style-type: none"> • Adopt various alerts / updates into regular toolbox talks and training. • Review WHSQ website and alert board. 		

	<ul style="list-style-type: none"> • Receive WHS alerts from Workplace Australia.
Identified future work required and/or improvement areas	<ul style="list-style-type: none"> • Ongoing updating of evacuation plans for Council facilities. • Achieving the LGW and TMR compliance standard requirements for compliance re-certification (ongoing). • Continue to review processes currently in place and update where necessary. • Assist staff and/or contractors with WHS issues where either required or identified.
Training Required	<ul style="list-style-type: none"> • Return to Work Coordinator training being undertaken 11th and 12th October. • Fire Warden training for staff not yet trained. • Contractors to be provided information / education on Mandatory Safety requirements on/in BSC facilities. • Contractors to be advised on the importance of plant/equipment Pre-Starts and ramifications if not adhered too. • Review opportunities where E-Learning and face-to-face courses are offered to the shire. • Consult with Supervisors if competencies or extra training may be required and future toolbox topics. • Liaise with trainers to organise start-up training in 2022

CONSULTATION:

Nil

GOVERNANCE IMPLICATIONS:

Nil

RECOMMENDATION:

That Council receive the Workplace Health and Safety - WHSA / Insurance / Risk Management September Report for information.

ATTACHMENTS: Nil

Reviewed and Approved by Chief Executive Officer

Ms Lynn Moore

TITLE:	Action List - September 2021	DOC REF: 9.2.4
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REPORT BY:	Ms Lynn Moore Chief Executive Officer	DATE: 18/10/2021
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CORPORATE PLAN REFERENCE:

Key Priority 5: Governance

5.2: It is clearly evident in how Council does business

5.2.4: Transparency and accountability through management reporting

RISK MANAGEMENT:

The risk associated with the recommendations of the report have been assessed as Insignificant (Consequence) and Rare (Likelihood) giving an overall assessment as **Low L-1**.

PURPOSE:

To present to Council an updated Action List.

CONTENT:

Council maintains an Action List that outlines actions to be taken as a result of a Council resolution or a request for action made by Councillors in between meetings.

Items on the list are updated as progress on each item is made and is presented to Council on a monthly basis for information.

Once an action has been shown as completed it is removed from the list.

CONSULTATION:

Nil

GOVERNANCE IMPLICATIONS:

Nil

RECOMMENDATION:

That the Action List update for September 2021 be received for information.

ATTACHMENTS:

1. CEO Action List [9.2.4.1 - 4 pages]

Chief Executive Officer	Ms Lynn Moore
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Bouliia Shire Council Action List

DATE	RESOLUTION	SUGGESTION	RESPONSIBILITY	COMMENTS
Wednesday 22nd May 2019				
22/05/2019		Boundary fence on Cooridgee and Wirriyerna	RLPO/DWO CEO	7/10/2021 Proposal for fencing to be completed by work camp- council will fund materials. Email sent to Work Camp supervisor. 13/9/2021 No action. 19/08/2021 No progress as yet 08/03/2021 Contact from Wirriyerna - possible solution on fencing by landholder.
Wednesday 18th December 2019				
18/12/2019	2019/12.8	That the Town Common Stock Route Fence/Stock Baulk be deferred for investigation on Town Common leasing to be obtained.	DWO	11/05/2021 Submitted for 2021/2022 budget. Without leasing in place.
Friday 19th June 2020				
19/6/2020		TOURISM - 'Why do I live where I live?' – Michaella to 'interview' locals on a video for the web?	CSM/ Michaella	14/10/21 Michaella is ready to upload first clip soon. 10/9/21 Michaella has completed several interviews and is in the process of compiling the clip.
Friday 25th September 2020				
25/09/2020		Replacement of boundary entry signs to Bouliia Shire	DWO	14/10/2021 Discussion with DTMR regards to funding the boundary entrance sign. 16/08/2021 Sign design to be completed next month and distributed for comments.
Friday 26th March 2021				
26/3/2021		Investigate the 'speed advisory signs' (solar) with smiley faces for both the Herbert St and outside the school.	DWO/CSM	08/07/2021 Progress subject to funding. 08/04/2021 Costs vary from \$9,000-\$10,000 for these signs.
Friday 18th June 2021				
18/06/2021		Town Common/Golf Club boundary fence – old Golf Club fence to be removed	DWO	14/10/2021 – Work camp 16/08/2021 Marked as a future project for work camp.
18/06/2021		Water issues: - register to be created for notation of when flushing is done/what line.	DWO	16/08/2021 Only two community feedback comments received regarding water quality.
Thursday 15th July 2021				
15/07/2021		Cllr Britton: record expenses pertaining to water quality monitoring in Urandangi	DWO	19/08/2021 Costing being captured in financial system
15/07/2021		Investigate - purchasing a coffin lowering device - Wall for Ashes at the Cemetery	DWO	7/10/2021 Niche wall for ashes has been sourced and purchased- installation in Nov 19/08/2021 Investigating prices for coffin lowering device.

15/07/2021		Cllr Norton: consider extra signage at Dump for visitors to help make sure they dump in the right areas.	DWO	19/08 Signage to be installed
Friday 27 August 2021				
27/08/2021		Cost analysis to be done re generator fuel costs at Urandangi.	DCS	14/10/2021 in progress, analysing costs, report next month. 13/9/2021 Yet to commence
27/08/2021		Investigate painting the Burke bridge edges with a florescent paint and refresh the give-way line at the bridge.	DWO	14/10/2021 – Letter, estimate and design drawings in progress with GBA. 13/9/21 – Met with DTMR representative discussed. Need to send a letter to District Director.
27/08/2021		Look at creating a bigger passing-pad at the give-way sign and possibility of moving the sign to the Town side	DWO	14/10/2021 – Letter, estimate and design drawings in progress with GBA. 13/9/21 – Met with DTMR representative discussed. Need to send a letter to District Director.
27/08/2021		Business case for recyclable items going to Landfill. Cost of doing nothing vs the Cost of doing something.	DCS	14/10/2021 In progress, investigating and gathering information. 13/9/2021 Yet to commence
27/08/2021		Look at adding to Council Bores a sign - name (include Aboriginal name and bore number, potable? Longitude / Latitude etc)	DWO	13/9/21 – In-progress to collection the data.
27/08/2021		Issue with cleanliness of toilets at Waverley Creek and Graffiti	DWO	14/10/2021 – Cleaning EOI in progress 13/9/21 – Cleaning will be carried out from Urandangi (once a week) until we secure cleaning contractor.
27/08/2021		Council to establish guidelines / naming policies	DCS	14/10/2021 In progress, working on draft policy. 13/9/2021 To commence yet.
27/08/2021	2021/8.5	That Council reallocate \$220,000.00 in the 2021-24 Works for Queensland funding program from the Digital TV project to the Urandangi Council Depot Solar Project	DWO	14/10/2021 – Variation submitted 13/9/21 – Variation to be submitted to the Department.
Friday 24 September 2021				
24/09/2021	2021/9.9	To respond by the 22nd October 2021 to the request for an annual valuation to be completed by the Valuer General. In line with the requirements of the Act, they seek our local government’s opinion on whether a valuation of our local government should be undertaken to be effective on 30 June 2022.	CEO	14/10/2021 – Letter sent
24/09/2021	2021.9.12	Landfill Remediation Policy - To review and update Council’s Policies in accordance with the adopted procedure to ensure that Policies made by Council are	EA	29/09/2021 Uploaded to InfoXpert 14/10/2021 Uploaded to Website, Bigtincan and email sent to staff.

		compliant with legislation and are reviewed in a timely manner		
24/09/2021	2021/9.16	Community Drought Support 2021 Funding - To provide Council with an update of the activities associated with Councils' community development activities. That Council arrange for 500 (five hundred) cards to be uploaded with \$200 (two hundred dollars) each. These cards will be allocated to persons with a Boulia or Urandangi address, reflected on their drivers licence as at 24 September 2021. These cards are only to be used for purchases at local stores and valid until December 2022.	CSM	14/10/2021 Cards have been loaded and will be arriving soon.
24/09/2021	2021/9.24	1. That Council proceed with the sale of 54 Moonah Street to the approved applicant as per the conditions imposed under the Ministerial consent received and the approval to proceed received from the Department of Local Government Racing and Multicultural Affairs. 2. That the Council approve the CEO to do all things necessary to progress the sale of 54 Moonah Street as per Ministerial approval	CEO	14/10/2021 – In progress

COUNCILLOR INFORMATION REQUESTS BETWEEN MEETINGS			
Date	STAFF member	Project – or Issue:	Response:
18/12/2019		Clr Beauchamp: Future idea – Drone Park	14/10/2020 Still on the burner Sam....
19/6/2020	Harin	Clr Edgar: Dam/recreational water park (boating etc)	26/02/2021 Alternative dam location - obtain drone footage to identify potential location. This has been raised several times. We will put together all the information we have into a business case for review by Council for the long-term benefits and costs etc. Not estimated to be completed within the next 6 months due to the workload of staff.
19/06/2020	Julie	Clr Neilson: Branding idea – pronunciation of Boulia – Bull'ya	14/06/2021 Will talk to Focus (Xzibit in October re branding options). 01/10/2020 Branding ideas and marketing to be looked at in further detail with OQTA Assist and Focus Productions.
19/06/2020	Julie/Harin	Clr Britton: Consider coloured directional signage (e.g. on street signs) to help show where things are within the town 17/08/20 Signage design to stand out and be broader width	26/02/2021 Street signage (ie. Street names) currently is only on one side of the street. Consider both sides in future? 14/10/2020. Revised street maps with coloured markers on street signs are to be implemented. This will be delivered in conjunction with the DWO.

17/08/2020	CEO/CSM	Cllr Edgar: Consider possibility of installing a walking track from the Sports Centre to the Rodeo Grounds	7/10/2021 Work Camp interested in developing an indigenous bush tucker walking track from Burke River to the Racecourse Reserve. 10/9/21 Funding was applied for in the Looking after country programme. 14/06/2021 As funding is available have talked to local Pitta Pitta as to what we could do with river walk.
23/10/2020	DWO/CSM	Cllr Norton: Shading for Robinson Park – over back playground (Pituri Street side), then over Skate Park, pending funding.	10/08/2021 Has been marked to do. 14/06/2021 As per March comment. 04/03/2021 No new funding released as yet for shading projects. 7/11/2020 This is a project being looked at when funding is available.
26/02/2021	CEO/DWO	Cllr Britton: Long Term Business Case/Study to be undertaken regarding artesian bore to support future community growth. E.g where will drilling have to be done? Costs involved?	17/03/2021 To be actioned after end of financial year due to competing priorities.
26/02/2021	CEO/DWO	Cllr Beauchamp: Future planning regarding water treatment – will the treatment plant be big enough down the track? Can water be recycled for town watering use/road works use? Considerations to be made in future Corporate Plan.	17/03/2021 To be actioned after end of financial year due to competing priorities.
27/08/2021	DWO	Cllr Neilson – consider another Bore for Urandangi	27/08/2021 Harin suggested to negotiate with QRA through the Road Group
27/08/2021	DWO	Cllr Neilson - Cooridgee end of the Town Common – consider adding a tank and trough	7/10/2021 This can be completed along with the fencing through funds received from leasing the property.
26/02/2021	DWO	Cllr Edgar – water at the Rodeo Grounds, consider installing automated sprinkling system	07/07/2021 No budget allocated for this financial year. Would need to be allocated in future budget or funds obtained through a grant. 19/03/2021 Work in progress.
Aug 2021	DWO	Consider extra bins in the main street during the Big Red Bash period and daily collection for these bins	

9.3 Corporate Services

TITLE:	Director of Corporate Services September 2021 Update	DOC REF: 9.3.1
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REPORT BY:	Kaylene Sloman Director of Corporate Services	DATE: 18/10/2021
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CORPORATE PLAN REFERENCE:

Key Priority 5: Governance

5.2: It is clearly evident in how Council does business

5.2.1: Council's financial activities are monitored and managed well

5.2.4: Transparency and accountability through management reporting

RISK MANAGEMENT:

Information Report only - not applicable.

PURPOSE:

To advise Council of the activities of the Director of Corporate Services.

CONTENT:

External Audit and Financial Statements

PKF Hackets, David Lloyd, our external auditor, completed his final site visit for the 2020/2021 Financial Year. There were no issues raised at the exit meeting. Draft Financial Statements have since been reviewed and are currently sitting with the Queensland Audit Office for approval to be signed by the Mayor and CEO.

Telstra – ISDN and Data

Council received confirmation that services for Council's ISDN and ADSL data lines will be getting switched off in April / May 2022. Discussion was had with delegates from Telstra to get an understanding of the unique situation that Boulia is in; they agreed that we are a High-Risk area and they will be working closely with us on how to move forward without these services being supplied. Investigations and options are to be tabled at our next meeting.

Senior Administration Office

Kelli Chatfield started in the office on the 11th October 2021. Training did commence mid-September with remote access to our Business Management systems and to procedure manuals as well as on-line videos from IT Vision.

Building Acceleration Fund

Had our second control group meeting reviewing the progress of the Min Min Encounter with Dana Hildebrandt, Assistant Development Manager and Jodie Cawter, Property Manager for Economic Development Queensland. Reviewed the project plan and budget. Reporting is done monthly to show that the project is underway, this reporting not only includes dollars spent but also the number of Council staff used and Contract staff working on the project. Council pays for this project upfront, on acquittal Council will receive the loan.

CONSULTATION: Nil

GOVERNANCE IMPLICATIONS:

Nil

RECOMMENDATION:

That the Director of Corporate Services September 2021 Report be received for information.

ATTACHMENTS:

1. Meeting 2 Minutes Boulia PCG BAF [9.3.1.1 - 2 pages]

Reviewed by Director of Corporate Services

Mrs Kaylene Sloman

Building Acceleration Fund – Project Control Group – Boulia Shire Council Min Min Encounter MINUTES OF MEETING No. 2

Microsoft Teams Meeting

Monday 27 September 2021

Attendance and Apologies

The meeting commenced at 8.30am

Present			
Dana Hildebrandt	Member	Assistant Development Manager, EDQ	DH
Lynn Moore		CEO, Boulia Shire Council	LM
Kaylene Sloman		Director, Corporate Services, Boulia Shire Council	KS
Jodie Crawter	Member	Property Manager, EDQ	JC
Apologies			
Harin Karra		Director, Works Operations, Boulia Shire Council	HK

Item		Action
1.	<p><u>Project update</u> LM advised</p> <ul style="list-style-type: none"> Construction on track Internal fixtures has been stripped out ready for installation works Zhibit on track to be on site next week (4 October) for installation, lasting four weeks. Some of this work is BAF related and some is for the audio visual works that Council is funding separately. Starting preliminary installations – electrical works such as lighting, Builder (employed by BSC) undertaking works 	

Item		Action
2.	<p><u>Job numbers</u></p> <p>DH requested job numbers for August and September to be sent through. Numbers should include people working on the project offsite, for example, Xhibit contractors, Council workers, and Council's contractors.</p> <p>ACTION: BSC to report job numbers monthly (1st work day of each month until project is acquitted) to EDQ via email at: BAF2020@dsdti.qld.gov.au</p>	BSC
3.	<p><u>Anticipated project delay</u></p> <p>LM advised the only delay the project is facing is carpet delivery. Carpet is only available from China. Inferior options available onshore, but not preferred. Carpet due for delivery and installation in December, however BSC concerned about potential wet season impacts to this date.</p> <p>BSC requesting extension of time until March 2022 to account for this. BSC confirmed there would be no additional charges in relation to the revised carpet delivery schedule.</p> <p>DH advised this will impact Milestone due date (1 December 2021) in loan agreement.</p> <p>ACTION: EDQ to advise course of remedy for Milestone date.</p>	DH
4.	<p><u>EDQ requested documents</u></p> <ul style="list-style-type: none"> • Project drawings with scope of works and signed purchase order with Xhibit • Project delivery schedule <ul style="list-style-type: none"> ○ Include who is delivering the works; ie: contractors, Xhibit, or Council ○ Show the carpet delivery delay • Project Budget <ul style="list-style-type: none"> ○ Matches delivery schedule ○ Source of funding for each of the delivery activities • Council meeting minutes endorsing project. BSC advised no Council approvals were required to deliver the works. • Public Liability and Professional Indemnity and Certificates of Currency <ul style="list-style-type: none"> ○ Required for Boulia Shire Council ○ Xhibit ○ All contractors undertaking works on the project <p>ACTION: BSC to email all documents to BAF2020@dsdti.qld.gov.au</p>	BSC
5.	<p>Next meeting</p> <p>Meetings will be scheduled closer to the time in early November and early December.</p>	

TITLE:	Data Supply Deed with Department of Resources	DOC REF: 9.3.2
REPORT BY:	Kaylene Sloman Director of Corporate Services	DATE: 18/10/2021
CORPORATE PLAN REFERENCE:		
Key Priority 5: Governance 5.1: Ensure a high level of governance, accountability and compliance 5.1.2: Effective internal and external communication and records management Key Priority 5: Governance 5.3: Sustainability - our focus on value for money outcomes across the organisation 5.3.2: Optimise performance of Council business units using available technology		
RISK MANAGEMENT:		
The risk associated with the recommendations of the report have been assessed as Moderate (Consequence) and Rare (Likelihood) giving an overall assessment as Medium M-3 .		
PURPOSE:		
To seek approval for signing of Data Supply Deed with Department of Resources.		
CONTENT:		
Council's current Data Share Agreement which the Department of Resources (or its predecessors) holds with Local Government, Agreement no. SHR:2004/000403 (Agreement) was signed in 2004. The department has reviewed the Agreements to ensure that they better reflect the ongoing relationship between the Department and the Local Government for the supply of data. Significant improvements have been made in the past 17 years which allow Local Governments to access our spatial data including the release of the Open Data Policy Statement, and the development of new download mechanisms that allow for free and easy access to the majority of our spatial datasets including cadastral datasets. These new download mechanisms include the QSpatial data download service and direct links to Web Map Services . The new agreement, known as a Data Supply Deed, focusses on the continued supply of addressing data and road data to the department. Approved additional datasets can be added through a process detailed in the Deed. This Data Supply Deed has been sent to all 77 Local Government Authorities for signing.		
CONSULTATION:		
Harin Karra, Director of Works and Operations.		
GOVERNANCE IMPLICATIONS:		
Loss of shared information directly from Department of Resources which supplies the information so Council can rate properties.		
RECOMMENDATION:		
That Council endorse the signed Data Supply Deed with the Department of Resources.		
ATTACHMENTS:		
1. Boulia Shire Council LGA Data Supply Deed 2021000403 [9.3.2.1 - 12 pages] 2. QLD Location Addresses Data Transfer Specifications [9.3.2.2 - 12 pages] 3. QRT Data Transfer Specifications [9.3.2.3 - 13 pages] 4. Boulia SC DSA 2004 000403 [9.3.2.4 - 12 pages]		
Reviewed by Director of Corporate Services	Mrs Kaylene Sloman	
Approved by Chief Executive Officer	Ms Lynn Moore	

**Data Supply Deed #2021/000403 with
Boulia Shire Council**

Data Supply Deed with Local Government Authorities

Deed number: 2021/000403

**Between State of Queensland acting through the Department of Resources
ABN 59 020 847 551 (Department)**

And Boulia Shire Council ABN 20 492 088 398 (LGA)

BACKGROUND

- A. The LGA owns or has the authority to licence the LGA Data on the terms contained in this deed.
- B. Subject to any legislative restrictions, the LGA agrees to grant the Department a worldwide, royalty-free, non-exclusive, non-transferable, irrevocable Creative Commons Licence to use the LGA Data, subject to the terms and conditions set out in this deed.

Terms and Conditions

1. Precedence

1.1 Where any inconsistency exists between:

- 1.1.1 the Special Conditions;
- 1.1.2 the Terms and Conditions;
- 1.1.3 Schedule 1 - Deed details (except the Special Conditions);
- 1.1.4 Replacement Schedules;
- 1.1.5 Schedule 2 – LGA Data Categories, Start Dates; and
- 1.1.6 Schedule 3 – Replacement Schedule Template,

the provisions will take precedence in that order to the extent necessary to resolve the inconsistency.

2. Grant of Creative Commons Licence

- 2.1 Subject to the terms and conditions set out in this deed and any legislative restrictions that the LGA must comply with, the LGA grants the Department a worldwide, royalty-free, non-exclusive, non-transferable, irrevocable Creative Commons Licence for the LGA Data.
 - 2.2 The Department's rights under the Creative Commons Licence include:
 - 2.2.1 reproducing and Sharing the LGA Data, in whole or in part; and
 - 2.2.2 producing, reproducing, and Sharing Value Added Products.
-

3. Definitions and interpretation

3.1 Definitions

In this deed:

Business Day means a day that is not a Saturday, Sunday, a public holiday in Brisbane or a day that falls between 24 December and 2 January.

Commencement Date means the commencement date specified in Item 2 of Schedule 1.

Contact means, for each party, the person holding the Contact Position specified in Item 1 of Schedule 1.

Creative Commons Licence means a Creative Commons Attribution 4.0 Licence (International Public Licence): <https://creativecommons.org/licenses/by/4.0/>.

Department means the Department of Resources ABN 59 020 847 551 or any successor brought about by statutory amendment or a Machinery of Government Change.

Data Supply Deed #2021/000403 with Boulia Shire Council

Intellectual Property Rights means all copyright, patent application rights, patent rights, design rights, database rights, trademark rights (whether registered or unregistered), trade secrets and confidential information, all know-how, and all other rights of intellectual property.

LGA means the party described in Item 1 of Schedule 1.

LGA Data means all data controlled by the LGA that falls within an LGA Data Category.

LGA Data Category means a category of data that is either:

- (a) described and detailed in: Item 1 of Schedule 2 and any specifications for the relevant LGA Data Category referred to in Item 2 of Schedule 2; or
- (b) described and detailed in (or in a specification referred to in) an Replacement Schedule that has been confirmed pursuant to clause 5.2.1.

Machinery of Government Change means a change to the title, structure, functions or operations of the Department or a part of the Department (including corporatisation) as a result of an order made under the *Constitution of Queensland 2001* (Qld) or other Queensland legislation.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined by and granted under the *Copyright Act 1968* (Cth), and any similar rights existing under foreign laws.

Privacy Laws means any legislation (or mandatory government policy, where applicable) enacted by Federal or State agencies in relation to privacy and includes the *Privacy Act 1988* (Cth) and *Information Privacy Act 2009* (Qld).

Replacement Schedule means a schedule adding, removing, or amending the descriptions, detail LGA Data Categories and Start Dates to this deed using the template substantially in the format of Schedule 3.

Representative means an employee, agent, officer, director, volunteer, contractor, subcontractor or other authorised representative of a party.

Share means to provide material to the public by any means or process such as preproduction public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.

Special Conditions means the special conditions, if any, specified in Item 3 of Schedule 1.

Start Date means:

- (a) the start date specified in the latest Replacement Schedule for the relevant LGA Data Category; or
- (b) if the parties have not agreed to any Replacement Schedules under clause 5.2.1, the start date specified in Item 1 of Schedule 2 for the relevant LGA Data Category.

Technical Data Contact means, for each party and each LGA Data Category, the person holding the Position specified in Schedule 2, an Replacement Schedule, or as otherwise notified by a party from time to time.

Value Add/Adding/Added means any repackaging which irreversibly changes the form of the LGA Data or any augmenting or incorporation of the LGA Data with other data. Conversion onto a different media or the translation into a different format (e.g. changing colour and formatting) of LGA Data is not Value Adding.

Value Added Product means any Value Added product derived from or based on the LGA Data or any Value Added Product.

3.2 Interpretation

In this deed:

3.2.1 headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

3.2.2 a reference to a party includes that party's successors;

3.2.3 a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

3.2.4 a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

3.2.5 a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, attachments and annexures to it;

**Data Supply Deed #2021/000403 with
Boulia Shire Council**

- 3.2.6 a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- 3.2.7 if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 3.2.8 **includes** in any form is not a word of limitation;
- 3.2.9 no rule of construction will apply to a provision of this deed to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it;
- 3.2.10 any obligation that must be completed by a day that is not a Business Day must instead be completed by the next Business Day; and
- 3.2.11 any notice that is deemed to be received on a day that is not a Business Day or received after 5:00pm on a Business is instead deemed to be received on 9:00am of the next Business Day.

4. Commencement

4.1 Commencement

This deed binds the parties on and from the Commencement Date.

4.2 No expiry

For the avoidance of doubt, the parties intend for this deed to have no expiry date. The deed may only be terminated in accordance with clause 8.1.

5. Supply of LGA Data

5.1 Supply of LGA Data

5.1.1 The LGA agrees, at its cost, to supply all LGA Data for each LGA Data Category (including updates) to the Technical Data Contact for the Department corresponding to each LGA Data Category:

- (i) on and from the Start Date for each LGA Data Category; and
- (ii) in accordance with the methods of delivery, formats, update frequencies, and codes described and detailed in either Item 1 of Schedule 2 or the specifications referred to in Item 2 of Schedule 2.

5.2 Change or additions to LGA Data

5.2.1 The Department and the LGA, working together, may add to, remove from, or otherwise change the descriptions and details of LGA Data by agreeing to a Replacement Schedule with the required changes. The Replacement Schedule must be signed by both parties and must specify:

- (i) all LGA Data Categories;
- (ii) the descriptions, details, Start Dates, methods of delivery, formats, update frequencies, codes, datum and the contact details for the Technical Data Contact for each LGA Data Category; and
- (iii) if applicable, the data specifications for each LGA Data Category.

5.2.2 A Replacement Schedule replaces the Schedule 2 and any prior Replacement Schedule on and from the date that it is signed by both parties and the last party to sign the Replacement Schedule gives a fully-signed copy to the other party.

6. Ownership

The LGA retains the ownership (if applicable) of and the Intellectual Property Rights that it holds in the LGA Data.

7. Obligations of Parties

7.1 Data Integrity

If the Department (through the Department's Contact or the Department's Technical Data Contact for the affected LGA Data Category) gives notice to the LGA's Contact or the LGA's Technical Data Contact for the relevant LGA Data Category of:

- 7.1.1 any errors in the LGA Data supplied under clause 5.1.1; or
- 7.1.2 any data contained in the LGA Data supplied under clause 5.1.1 that breaches or potentially could be used to breach the Privacy Laws,

Data Supply Deed #2021/000403 with Boulia Shire Council

the LGA will use its best endeavours to take reasonable steps to correct the errors in the supplied LGA Data or breach or potential breach of the Privacy Laws and implement processes to prevent future errors or breach in the LGA Data supplied under clause 5.1.1.

7.2 Prohibited Use

The Department must not use the LGA Data or Value Added Products containing LGA Data with the intention of breaching the Privacy Laws.

8. Termination

8.1 Termination

Either party may terminate this deed by giving three months' prior written notice to the other party, or such shorter notice mutually agreed by the parties.

8.2 Pre-existing rights and obligations after termination

8.2.1 Termination in accordance with this clause 8 is without prejudice to any rights of either party under this deed existing at the date of termination.

8.2.2 Upon the termination of this Deed:

- (i) all rights granted by either party ceases immediately;
- (ii) the Department may continue to use the LGA Data that the LGA provided before the termination of this deed under licence granted in clause 2;
- (iii) clauses 1, 2, 3, 6, 7.2, 8, 10, 12.3, and 12.4 survive termination of this deed for any reason.

9. Notices

9.1 Each communication (including each notice, consent, approval, request, demand and the supply of LGA Data) in connection with this deed to be given by a party to another:

9.1.1 must be in writing;

9.1.2 may only be given by the issuing party's Contact described in Item 1 of Schedule 1 (or as otherwise notified from time to time) or (if permitted under a provision of this deed) a Technical Data Contact for the issuing party;

9.1.3 must be addressed:

- (i) if permitted under a provision of this deed, to the other party's Technical Data Contacts for the LGA Data Categories affected by the communication; or
- (ii) to the other party's Contact described in Item 1 of Schedule 1 (or as otherwise notified from time to time);

9.1.4 may be delivered by hand or posted by pre-paid post to the address or sent by email transmission to the other party's email address described in Item 1 of Schedule 1 (or as otherwise notified from time to time): and

9.1.5 is taken to have been given by the addressee:

- (i) if sent by pre-paid post – on the fifth day after the date of posting;
- (ii) if hand delivered – on delivery; and
- (iii) if sent by email transmission, subject to clause 9.2 the earlier of
 - (A) where the sending party receives a response from the other party (either written or verbal) – the receipt of the other party's response (whether written or verbal);
 - (B) where the sending party receives an electronic read confirmation from the other party's email server – the receipt of an electronic read confirmation from the other party's email server;
 - (C) three hours after the communication is sent.

9.2 Where any communication in connection with this deed is sent by email transmission and the sending party receives:

- (i) an automated message from the other party's email server indicating that the recipient is not reading the emails (i.e. an 'out-of-office' notification); or
- (ii) an automated message from the sending party's email server indicating that the communication has not been sent,

**Data Supply Deed #2021/000403 with
Boulia Shire Council**

the communication is taken to have not been sent by email transmission.

10. Warranty, liability and indemnity

10.1 Warranty

- 10.1.1 Both parties warrant that they have the right and authority to enter into and to grant the rights described in this deed and that the grant of any rights by one party to the other in accordance with this deed will not infringe the ownership rights, including Intellectual Property Rights, of any third party.
- 10.1.2 The LGA warrants that to the best of the LGA's knowledge and to the extent that the LGA is in a position to verify:
- (i) as at the time of supply it has observed all Moral Rights in relation to the LGA Data and obtained all the consents, permissions and assignments required to enable the Department to use the LGA Data for the uses set out in clause 2, without cost or impediment to the Department; and
 - (ii) the LGA Data is current, accurate, complete, in good condition and quality.
- 10.1.3 Each party acknowledges and agrees that, in entering into this deed, it has not relied on any representations made by the other party. In particular, and without limitation, each party has not relied on any descriptions, illustrations or specifications contained in any document (including any catalogues or publicity material produced by the other party).

10.2 Exclusion of liability

Except for warranties expressly made in this deed, all conditions, warranties, undertakings or representations express or implied and whether arising by statute, general law or otherwise are, to the extent permitted by law, expressly excluded and the terms of this deed are the only terms and conditions applying.

10.3 Indemnity

- 10.3.1 In respect of LGA Data, the LGA indemnifies the Department from and against any loss, liability or damage, (including reasonable legal costs and expenses) incurred by the Department arising from any claim, demand, suit, action, or proceeding by any person against the Department or the Department's Representatives where the loss or liability arose out of, in connection with:
- (i) any infringement of a third party's Intellectual Property Rights in the LGA Data caused by or contributed to by the LGA; or
 - (ii) any inaccuracy or lack of completeness of the LGA Data,
- save to the extent that loss or liability is caused or contributed to by the negligence by the Department or the Department's Representatives.
- 10.3.1 Save to the extent covered by the indemnity in clause 10.3.1, the Department indemnifies the LGA from and against any loss or liability (including reasonable legal costs and expenses) incurred by the LGA arising from any claim, demand, suit, action or proceeding by any person against the LGA where the loss or liability arose out of, in connection with, or in respect of the Department's use of the LGA Data, save to the extent that loss or liability is caused or contributed to by the negligence by the LGA or the LGA's Representatives.
- 10.3.2 The LGA must indemnify and at all times keep the Department indemnified against any action, claim, suit, demand or liability arising from the failure of the LGA (save to the extent caused or contributed to by the negligence of the Department or its Representative) to perform its Moral Rights obligations as at the time of supplying the LGA Data to the Department.
- 10.3.3 The indemnities in this section 10.3 will be granted irrespective of whether legal proceedings are instituted and the means, manner or nature of any settlement, compromise or determination. The indemnified party may recover a payment from the other party under this indemnity before it makes the payment in respect of which the indemnity is given.

11. Dispute resolution

- 11.1 A party must not commence legal proceedings relating to this deed unless the party has complied with this clause 11. However, this clause 11 will not apply where a party seeks urgent interlocutory relief from a court.
- 11.2 If a dispute arises between the parties in respect of this agreement (**Dispute**) then the following procedure applies:
- 11.2.1 The party alleging the Dispute must notify the existence and nature of the Dispute to the other party involved in the Dispute within 7 days of the dispute arising (**Dispute Notice**).

**Data Supply Deed #2021/000403 with
Boulia Shire Council**

- 11.2.2 Upon receipt of a Dispute Notice, each party involved in the Dispute must appoint a senior representative with authority to resolve the Dispute, and those senior representatives must attempt in good faith to resolve the Dispute.
- 11.2.3 If the Dispute is not resolved as provided in clause 11.2.2 within 7 days of receipt of the Dispute Notice, then any party involved in the Dispute may refer the Dispute to mediation as provided in clause 11.2.4 and must do so before initiating proceedings in a court to resolve the Dispute.
- 11.2.4 Any Dispute that is referred to mediation must be mediated by a mediator appointed by the parties in accordance with rules agreed by the parties or, if the parties cannot agree on the appointment of a mediator or rules of mediation, a mediator appointed by and rules determined by the President, Queensland Law Society. The parties must attempt in good faith to resolve the Dispute at mediation.
- 11.2.5 The costs of any mediation conducted pursuant to clause 11.2.4 will be shared equally between the parties to the Dispute unless the mediator determines otherwise.
- 11.2.6 If the Dispute is not resolved within 14 days of referral to mediation any party is free to initiate proceedings in a court in respect of the Dispute.

12. General

12.1 No assignment

A party may not assign this deed or otherwise transfer the benefit of this deed or a right or remedy under it, without first obtaining written consent of the other parties.

12.2 Counterparts and email delivery

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart. A party who has executed a counterpart of this deed may deliver it to, or exchange it with, the other party by emailing a pdf (portable document format) copy of the executed counterpart to that party.

12.3 Governing law

This deed is governed by and will be construed according to the law applying in Queensland.

12.4 Jurisdiction

Each party irrevocably:

- 12.4.1 submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- 12.4.2 waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 12.4.1.

**Data Supply Deed #2021/000403 with
Boulia Shire Council**

Schedule 1 - Deed details

Item 1 Party details

Department:

Party Name and ABN: State of Queensland acting through the Department of Resources AEN 59 020 847 551

Street Address: Level 16, 275 George Street, Brisbane City, QLD 4000

Contact Position: Manager, Client Services, Client Engagement –Spatial Information

Contact Postal Address: GPO Box 2454, Brisbane, QLD, 4001

Contact Telephone: (07) 3330 4471

Contact Email: SILicensing@resources.qld.gov.au

LGA:

Party Name and ABN: Boulia Shire Council ABN 20 492 088 398

Street Address: 18 Herbert Street, Boulia QLD 4829

Contact Position: Chief Executive Officer

Contact Postal Address: 18 Herbert Street, Boulia QLD 4829

Contact Telephone: 07 4746 3188

Contact Email: ceo@boulia.qld.gov.au

Item 2 Term

Commencement Date: The date that the last party signs this deed.

Item 3 Special Conditions

SC1. Termination of Old Agreement

a. In this deed:

Old Agreement means the data licence described as agreement number 2004/000403 dated 19 October 2004.

Old Agreement End Date means the day immediately prior to the Commencement Date.

Old Shared Data means the data licensed under the Old Agreement.

- b. The Department and the LGA agree to terminate the Old Agreement on and from the Old Agreement End Date on the following terms:
- i. The parties under the Old Agreement may continue to use the Old Shared Data for their own business purposes.
 - ii. All rights and obligations of the parties under the Old Agreement that survive the termination or expiry of the Old Agreement survive.
 - iii. Any other rights that either party have against the other in respect of anything done or omitted by the parties prior to the termination of the Old Agreement will not be effected.
 - iv. All other rights granted by either party under the Old Agreement will cease on termination.

**Data Supply Deed #2021/000403 with
Boulia Shire Council**

Executed as a deed

Signed, sealed and delivered for and on behalf of the
State of Queensland acting through the **Department of
Resources ABN 59 020 847 551** by

(name and position)

a person duly authorised to act in that behalf in the
presence of:

Signature of Witness

Name of Witness in full

Signed, sealed and delivered for and on behalf of
Boulia Shire Council ABN 20 492 088 398 by

Lynn Moore, CEO

(name and position)

a person duly authorised to act in that behalf in the
presence of:

KMSloman

Signature of Witness

Kaylene Sloman

Name of Witness in full

Signature

Date: _____

Lynn Moore

Signature

Date: 6/10/2021

**Data Supply Deed #2021/000403 with
Boulia Shire Council**

Schedule 2 – LGA Data Categories, Start Dates, and Specifications

Item 1 LGA Data details

LGA Data Category	Coverage	Supply Channel	Supply details	Update Frequency	Data Format	Datum	Start Date	Department Technical Data Contact	LGA Technical Data Contact
Location Address Data	LGA of Boulia Shire Council	Email	<input checked="" type="checkbox"/> Reissue <input type="checkbox"/> Updates	<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly	<input type="checkbox"/> spatial data service <input type="checkbox"/> spatial file eg ESRI FGDB or SHP <input checked="" type="checkbox"/> headed pipe delimited text file <input type="checkbox"/> excel spreadsheet	NA		Position: Manager, Administrative Data Management, Imagery and Mapping, Spatial Information Telephone: 07 3330 4713 Email: AddressQueensland@resources.qld.gov.au	Position: Director of Corporate Services Telephone: 07 4746 3188 Email: dcs@boulia.qld.gov.au
Road Data	LGA of Boulia Shire Council	TBA	<input checked="" type="checkbox"/> Reissue <input type="checkbox"/> Updates	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly	<input type="checkbox"/> spatial data service <input type="checkbox"/> spatial file e.g. ESRI FGDB or SHP <input checked="" type="checkbox"/> road plan(s) with spatial extent(s) shown plus attributes in a machine	TBA		Position: Manager, Administrative Data Management, Imagery and Mapping, Spatial Information Telephone: 07 3330 4713 Email: RoadsQueensland@resources.qld.gov.au	Position: Director of Works & Operations Telephone: 07 4746 3188 Email: dwo@boulia.qld.gov.au

**Data Supply Deed #2021/000403 with
Boulia Shire Council**

					readable file e.g. excel spreadshe et or text file				
--	--	--	--	--	---	--	--	--	--

Item 2 Specifications – LGA Data Categories

- Location Address Data – “Refer to Qld Location Addresses Data Transfer Specifications”
- Road Data – “Refer to QRT Data Transfer Specifications ”

**Data Supply Deed #2021/000403 with
Bouliia Shire Council**

Schedule 3 – Replacement Schedule Template

Schedule [insert schedule number] - Replacement Schedule to Data Supply #2021/000403 with Bouliia Shire Council

Item 1 LGA Data

LGA Data Category	Coverage	Supply Channel	Supply details	Update Frequency	Data Format	Datum	Start Date	Department Technical Data Contact	LGA Technical Data Contact
TBA	TBA	TBA	TBA	TBA	TBA	TBA	TBA	Position: [insert Position] Telephone: [insert telephone number] Email: [insert email]	Position: [insert Position] Telephone: [insert telephone number] Email: [insert email]
TBA	TBA	TBA	TBA	TBA	TBA	TBA	TBA	Position: [insert Position] Telephone: [insert telephone number] Email: [insert email]	Position: [insert Position] Telephone: [insert telephone number] Email: [insert email]

Item 2 Specifications – Licensed Data

- TBA – “TBA”
- TBA – “TBA”

**Data Supply Deed #2021/000403 with
Boulia Shire Council**

Item 3 Signatures for Schedule Replacement Schedule Template

Signed for and on behalf of the State of Queensland acting through the **Department of Resources ABN 59 020 847 551** by the person holding the Contact Position for the Department under the Data Supply Deed

Signature
Date: _____

(name)

(position)

Signed for and on behalf of **Boulia Shire Council ABN 20 492 088 398** by the person holding the Contact Position for the LGA under the Data Supply Deed

Signature
Date: _____

(name)

(position)

**QUEENSLAND LOCATION ADDRESSES
DATA TRANSFER SPECIFICATIONS 1.2**

**Department of Resources
Spatial Information Division**

Version Date: 09 August 2021

VERSION HISTORY

Version	Date	Comments	Amended by
1.0	2020-05-15	First version	
1.1	2021-05-31	Template update with new department name	AG
1.2	2021-08-09	Change of preference for full database rather than updates	AG

This publication has been compiled by Administrative Data Team of Spatial Information Division, Department of Resources.

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TABLE OF CONTENTS

1. INTRODUCTION..... 4

2. DEFINITIONS 4

 2.1. Location Address Data.....4

 2.2. Address Site4

 2.3. Location Address4

 2.4. Primary Address4

 2.5. Alternative Address.....4

 2.6. Sub Address4

 2.7. Geocode5

3. DATA TRANSFER FILE FORMAT 5

 3.1. File contents5

 3.2. File type and data attributes.....5

 3.3. File naming5

 3.4. Privacy6

 3.5. Frequency.....6

4. STANDARDS OBSERVED 6

 4.1. AS/NZS 4819:2011 – Rural and urban addressing.....6

 4.2. AS 4590.1:2017 – Interchange of client information6

 4.3. AS/NZS ISO 6709:2011 – Standard representation of geographic point location by coordinates.....6

5. RECORDS STRUCTURE 6

 5.1. Field Descriptions6

 5.2. Unit types.....8

 5.3. Floor types8

 5.4. Road types.....8

 5.5. Road parts11

 5.6. Local Government Area names11

 5.7. Address status indicators.....12

 5.8. Address standard codes12

 5.9. Geocode types.....12

6. CONTACT..... 12

1. INTRODUCTION

This document describes the data format to be used by Local Government or other Location Address Data providers, when they provide Location Address data to the Department of Resources (Resources; previously the Department of Natural Resources, Mines and Energy). It was previously known as the *Property Location Addresses Data Transfer Specifications* and *Property Location Index (PLI) Data Transfer Format*. This describes the format for Location Address Data to be supplied to Resources for update of the Queensland Location Addresses database. This database encompasses location addressing information for Queensland and provides a link between Location Addresses and their associated parcel identifiers. It is considered the point of truth for Location Addresses in Queensland. Resources are the agency responsible for custodianship of Location Address data for Queensland.

2. DEFINITIONS

2.1. Location Address Data

Location Address Data is data provided by the Location Address Data provider in accordance with the specifications contained in this document.

2.2. Address Site

An Address Site refers to a separately owned or occupied area of land, building, or part of a building, which has an address. An Address Site may be associated with part, one, or more than one contiguous land parcel(s).

2.3. Location Address

A Location Address is an address string used to refer to the physical location of an Address Site where there is a requirement for access, by person or vehicle, to a property, dwelling or other building or premise, and/or for the delivery of services, utilities or mail.

Usually the Location Address for an Address Site is assigned relating to how the Address Site is accessed from the road (or water) network. There is a requirement for the road (or waterbody) from which access is gained to hold an official name; for example, a Location Address is not valid with the road provided as 'Unnamed Road'.

A street number, when used in combination with other address components such as the road name and locality, needs to clearly and uniquely identify each Address Site and enable it to be readily located.

Only Location Addresses that relate to a 'real' physical location should be provided. A Location Address may differ from a service address, such as that held for rates or valuations purposes, and should not be a PO Box or other postal address.

More information about addressing is available at <https://www.qld.gov.au/environment/land/title/addressing>.

2.4. Primary Address

A Primary Address is the main officially recognised rural, urban or water address for an Address Site. A Primary Address is sometimes referred to as a 'principal address'. There may be more than one Primary Address for a single lot on plan, or a single Primary Address for multiple contiguous lots. A Primary Address may be a Sub Address, such as a unit.

2.5. Alternative Address

An Alternative Address is an additional address that refer to the same physical location as a Primary Address record. This may relate to an alternative access point to the same Address Site, or that the Address Site is on a corner block and can be identified by either road. An Alternative Address is sometimes referred to by the term 'alternate address'. A Sub Address cannot be an Alternative Address.

2.6. Sub Address

A Sub Address refers to an address assigned to a Sub Address Site which forms part of a group of dwellings or other entities. The Sub Address number may be assigned against either the Primary Address, or an Alternative Address related to that Primary Address, in relation to how the Sub Address' Address Site is accessed.

In a formatted address string, the Sub Address number is followed by a '/' and inserted prior to the street number and road information.

For example: *1/27 Main Street, Coorparoo, QLD.*

In the case of Sub Addresses being provided, overarching common property address(es) should also be provided for the Address Site that makes up the group of Sub Addresses (See Section 5.10.4 of AS/NZS 4816:2011). This may encompass a single Primary Address and any relevant Alternative Address(es), assigned to the common property (Lot 0) for building format plans, or to the overarching lot on plan(s) for complex sites such as retirement villages.

2.7. Geocode

A Geocode is a point with associated coordinates that pinpoints a specific place on an Address Site associated with the Location Address.

We encourage Location Addresses provided with Geocode information assigned to various Geocode types (see Table 5.8). When Geocode information is not provided, the geocoding, or process of converting an address into geographic coordinates, is automatically determined by Resources from the Lot on Plan information provided, as a parcel centroid.

3. DATA TRANSFER FILE FORMAT

3.1. File contents

The file should ideally contain the Location Address Data provider's entire database of Location Addresses to ensure address consistency between Local and State Government.

Should it not be possible to provide a full database supply, a file containing all current Location Addresses held by the Location Address Data provider for each associated lot on plan to which a new address has been assigned or an address update has been made may be provided. This involves providing all Location Addresses for the Lot on Plan(s) associated with an Address Site where changes have been made.

3.2. File type and data attributes

The address information should be supplied in one of the following formats, given in order of preference, with the attributes as defined in the schema in Section 5.1:

- as a spatial data service with attributes as per Section 5.1;
- as a spatial file, such as an ESRI geodatabase or shapefile, with attributes as per Section 5.1;
- as a headed pipe delimited text file, with one address per record, with attributes as per Section 5.1; or,
- as an excel spreadsheet with headed columns with attributes as per Section 5.1, with one address per row. A template with examples can be provided by Address Queensland.

An example of the header row and first record in the pipe delimited format:

```
plan_no|lot_no|unit_type|unit_no|unit_suf|floor_type|floor_no|floor_suf|prop_name|street_no_1|street_no_1_suf|street_no_2|street_no_2_suf|road_name|road_type|road_part|locality_name|la_name|status_ind|stand_ard|lat|long|geocode_type_code|accuracy|geo_datum|height|v_datum
SP12345|1|U|1|||||Gina Lodge|481|||||Vulture|Street|E|East Brisbane|Brisbane City|P|U|-
27.384542|153.175228|BC|10.000|4283|26.367|5711
```

The EPSG code for datum information should be included in the *geo_datum* and *v_datum* fields. The Lot and Plan information is still required for addresses in this format. Please note that a 2D geocode is accepted – please leave the *height* and *v_datum* blank for 2D geocodes.

For geocoded addresses, providing at least a Geocode for both the entity e.g. building (building centroid; BC) and the Address Site access point (property access point; PAP) from the road (or water) network would be beneficial.

3.3. File naming

The file should be named as:

- 'LGA_addresses_YYYYMMDD' if the file contains the entire Location Addresses database held by the Location Address Data provider; or
- 'LGA_updates_YYYYMMDD' if the file only contains new and amended Location Addresses and all other Location Addresses related to these same Address Sites;
- where 'LGA' should be replaced by the Local Government Area name as per Section 5.6, with spaces replaced by underscores; and,
- YYYYMMDD should be replaced by the data extraction date.

3.4. Privacy

Please note that personal information, such as the property owner, should not be included. For the purposes of location addressing, no personal information should be provided to Resources. Please note that if any personal information is included in the data you provide to us, you could be at risk of breaching Information Privacy Laws. Particular care should be taken with the *prop_name* field to ensure no personal or inappropriate information is included.

3.5. Frequency

Data should be supplied on a weekly or monthly basis as agreed with Resources depending on the frequency and volume of information changes required by the data provider. If no new or updated data is generated during a supply period, notice of this should be given to Resources on the regular data supply date.

4. STANDARDS OBSERVED

The Location Addresses Queensland database has been developed observing the following standards and conventions where appropriate:

4.1. AS/NZS 4819:2011 – Rural and urban addressing

AS/NZS 4819:2011 *Rural and urban addressing* was prepared by the Street Address Working Group of ICSM for the Joint Standards Australia/Standards New Zealand Committee IT-004, to supersede AS/NZS 4819:2003, Geographic Information – Rural and Urban Addressing. It was published in November 2011.

This Standard provides requirements and guidance for local governments and other addressing authorities to use for assigning addresses to enable them to be readily and unambiguously identified and located, as well as naming roads and localities, recording and mapping related information, and signage related to these.

AS/NZS 4819:2011 mandates that a complete Location Address comprises of at least the following; an address number, a road name, a locality (suburb) name, and a state or territory name.

An example of a complete Location Address which meets the minimum requirements is: *867 Main Street, Woolloongabba, Queensland.*

4.2. AS 4590.1:2017 – Interchange of client information

This standard has been used as the standard input and output file format for data transfer between systems and organisations. Section 5 of AS 4590.1:2017 which relates to address details has been considered when compiling this data transfer format.

4.3. AS/NZS ISO 6709:2011 – Standard representation of geographic point location by coordinates

This standard has been used in consideration of attribution related to geocoding of Location Address Data.

5. RECORDS STRUCTURE

5.1. Field Descriptions

	Field Name	Field Length	Field Type	Description	Example
*	plan_no	10	text	The plan number is a record up to ten characters that describes a parcel of land in conjunction with the lot number. The plan number must begin with an alpha character to a maximum of five that refers to the plan type, followed by numeric characters that refer to the plan label. No whitespaces or slashes should be included.	SP198665
*	lot_no	5	text	The lot number (or parcel label) describes a parcel of land in conjunction with the plan number. The lot number can be either alpha or numeric. For a Common Property, use zero. Do not prefix with "Lot" or "L".	20
	unit_type	4	text	The abbreviation that distinguishes the separately identifiable portion of the address within a building,	U

				complex or marina. Any of the recognised unit types shown in Section 5.2.	
unit_no	5	integer		The number assigned to a Sub Address of that of type specified in <i>unit_type</i> .	1
unit_suf	1	text		Alphabetical suffix to <i>unit_no</i> . Requires <i>unit_no</i> to have a value. This field should not be used to denote the type of address e.g. should not include <i>R</i> for <i>Rural</i> .	A
floor_type	4	text		The abbreviation that represents the type of floor or level, within a multi-storey building or sub-complex. Any of the recognised <i>floor_type</i> values shown in Section 5.3.	LG
floor_no	4	integer		The number assigned to the floor of type specified in <i>floor_type</i> .	1
floor_suf	1	text		Alphabetical suffix to <i>floor_no</i> . Requires <i>floor_no</i> to have a value.	A
prop_name	50	text		The official place name or culturally accepted common usage name for an Address Site including the name of a building, homestead, building complex, agricultural property, or park. This should be a relevant unique identifier, and may be used on its own to identify the address site e.g. a rural station name. This should not contain miscellaneous addressing information such as a building type or usage, a business or persons name, personal data, or be used for more general comments.	Wide Acres
street_no_1	10	integer		Either the house number, or the lowest in a range where the Address Site has a range of numbers. Usually, street numbers are odd on the left side of the road, and even on the right. Please note street number ranges do not meet AS/NZS 4891:2011. A Lot number is not a valid street number.	10
street_no_1_suf	1	text		Alphabetical suffix to <i>street_no_1</i> . Requires <i>street_no_1</i> to have a value. These should start at <i>A</i> , be assigned incrementally, and not extend beyond <i>E</i> .	A
street_no_2	10	integer		This is the upper number range if an Address Site has a range of numbers. Requires <i>street_no_1</i> to have a value. Please note street number ranges do not meet AS/NZS 4891:2011.	12
street_no_2_suf	1	text		Alphabetical suffix to <i>street_no_2</i> . Requires <i>street_no_2</i> to have a value.	A
* road_name	50	text		This is the road name without the <i>road_type</i> , in full, as designated by the relevant authority. Multiple words are separated by a single space. <i>Off</i> should not be included prior to the name to indicate an address off a road, or be <i>Unnamed</i> or equivalent. AS/NZS 4819:2011 should be adhered to when any new road is named. It is possible to have a road name that appears to contain the road type e.g. 'The Boulevard'.	Blue Gum
* road_type	20	text		One of the full road types as shown in Section 5.4. Only those that meet AS/NZS 4819:2011 should be used when any new road is named. A null road type should be denoted as 'XXX' e.g. for 'The Avenue'.	Street
road_part	2	text		The abbreviation that represents the suffix of the road or thoroughfare. One of the standard abbreviations as shown in Section 5.5. A <i>road_part</i> does not meet AS/NZS 4891:2011 and should not be assigned to new roads.	S
* locality_name	40	text		A bounded area, gazetted as either Locality Bounded or Suburb under the <i>Place Names Act 1994</i> and currently in the Queensland place names gazetteer, within a local government or other legislative area. A locality may be gazetted as a Suburb if it is within a City, Town, Shire or Region and is principally of urban character. Current locality boundaries can be accessed through QSpatial or Queensland Globe ; note that Coral Sea is not a gazetted locality other than within Livingstone Shire.	Brisbane City
* la_name	40	text		Full name of the Local Government Area as shown in Section 5.6.	Brisbane City

*	status_ind	1	text	One of the abbreviated category indicators of the address record as shown in Section 5.7.	P
	standard	1	text	One of the codes for the standard utilised when determining the Location Address as laid out in Section 5.8. Generally this would be urban, rural or water based addressing.	U
**	lat	15	float	The latitude of the point in decimal degrees (DD.DD). Latitudes south of the equator shall be negative. Coordinates shall be given to a resolution commensurate with the position accuracy.	-27.3845
**	long	15	float	The longitude of the point in decimal degrees (DDD.DD). Coordinates shall be given to a resolution commensurate with the position accuracy.	153.1752
**	geocode_type_code	4	text	The text code that describes the physical or virtual features associated with the Geocode for the address point. Any of the recognised Geocode type codes shown in Section 5.9.	BC
**	accuracy	15	float	The measure of horizontal uncertainty of the coordinates, in metres, at the 95% confidence level, with respect to the defined reference frame. See Section 7.1.2 of AS/NZS 4819:2011 and 5.19.8 of AS 4590.1:2017.	10.000
**	geo_datum	10	integer	Coordinate Reference System identifier as an EPSG code for the geographic datum.	4283
	height	9	float	Height of the point above sea level in metres. See 5.19.8 of AS 4590.1:2017.	26.367
	v_datum	10	integer	Coordinate Reference System identifier as an EPSG code for the vertical datum.	5711

* Mandatory fields to count as a valid address – ideally a street number would also be provided.

** Mandatory fields when supplying a geocode.

5.2. Unit types

Please note that unit types are not specified in AS/NZS 4819:2011. The following are those currently accepted by Resources systems.

unit_type	description
APT	Apartment
CTGE	Cottage
DUPL	Duplex
FCTY	Factory
FLAT	Flat
HSE	House
KSK	Kiosk
MSNT	Maisonette
MBTH	Marine Berth
OFFC	Office
PTHS	Penthouse

ROOM	Room
SHED	Shed
SHOP	Shop
SITE	Site
STLL	Stall
STU	Studio
SE	Suite
TNHS	Townhouse
U	Unit
VLLA	Villa
WARD	Ward
WHSE	Warehouse

5.3. Floor types

Please note that those listed in italics do not meet AS/NZS 4819:2011, but exist in Resources systems for historic reasons.

floor_type	description
B	Basement
<i>FL</i>	<i>Floor</i>
G	Ground
<i>L</i>	<i>Level</i>
LG	Lower Ground
M	Mezzanine
OD	Observation Deck

P	Parking
PD	Podium
RT	Rooftop
<i>SB</i>	<i>Sub Basement</i>
UG	Upper Ground

5.4. Road types

Road types accepted by Resources systems are outlined below, and indication made as to whether these meet the AS/NZS 4819:2011 standard. AS/NZS 4819:2011 restricts certain road types to open ended, cul-de-sac or

pedestrian only roads. For more information see Appendix A of AS/NZS 4819:2011. The road types that do not meet AS/NZS 4819:2011 exist in Resources systems for historic reasons. These types should not be used for any new road designations. Any road where the *road_name* encompasses the type e.g. 'The Esplanade', should keep 'The Esplanade' in the *road_name* field and denote no road type utilising 'XXX' in the *road_type* field.

road_type	Abbrev	Description as per AS/NZS 4819:2011	In AS/NZS 4819:2011?
Access	ACCS		N
Alley	ALLY	Usually narrow roadway in cities or towns, often through city blocks or squares.	Y
Annex	ANNX		N
Approach	APP	Roadway leading to an area of community interest (e.g. public open space, commercial area, beach etc.)	Y
Arcade	ARC	Passage having an arched roof, or any covered passageway, especially one with shops along the sides.	Y
Arterial	ARTL		N
Avenue	AV	Broad roadway, usually planted on each side with trees.	Y
Bay	BAY		N
Beach	BCH		N
Bend	BEND		N
Boardwalk	BWLK	Promenade or path, especially of wooden planks, for pedestrians and sometimes vehicles, along or overlooking a beach or waterfront.	Y
Boulevard	BVD	Wide roadway, well paved, usually ornamented with trees and grass plots.	Y
Brace	BR		N
Break	BRK	Vehicular access on a formed or unformed surface, which was originally prepared as a firebreak.	Y
Broadway	BDWY		N
Bypass	BYPA	Alternative roadway constructed to enable through traffic to avoid congested areas or other obstructions to movement.	Y
Chase	CH	Roadway leading down to a valley.	Y
Circle	CIR		N
Circuit	CCT	Roadway enclosing an area.	Y
Circus	CRCS		N
Close	CL	Short, enclosed roadway.	Y
Concord	CNCD		N
Concourse	CON	Roadway that runs around a central area (e.g. public open space or commercial area).	Y
Connection	CNTN		N
Corner	CNR		N
Corso	CSO		N
Course	CRSE		N
Court	CT	Short, enclosed roadway.	Y
Cove	COVE		N
Crescent	CR	Crescent-shaped thoroughfare, especially where both ends join the same thoroughfare.	Y
Crest	CRST	Roadway running along the top or summit of a hill.	Y
Cross	CRSS		N
Crossing	CRSG		N
Deviation	DE		N
Drive	DR	Wide thoroughfare allowing a steady flow of traffic without many cross-streets.	Y
Driveway	DVWY		N
Easement	EASE		N
Elbow	ELB		N
End	END		N
Entrance	ENT	Roadway connecting other roads.	Y
Esplanade	ESP	Level road, often along the seaside, lake or river.	Y
Fairway	FAWA		N
Firebreak	FBRK		N
Fireline	FLNE		N
Firetrail	FTRL	Vehicular access on a formed or unformed surface, which was originally prepared as a firebreak.	Y
Freeway	FWY	Express, multilane highway, with limited or controlled access.	Y
Gap	GAP		N
Gardens	GDNS		N
Gate	GTE		N
Glade	GLDE	Roadway usually in a valley of trees.	Y
Glen	GLEN		N

Grange	GRA	Roadway leading to a country estate, or focal point, public open space, shopping area etc.	Y
Green	GRN		N
Grove	GR	Roadway which features a group of trees standing together.	Y
Gully	GLY		N
Harbour	HRBR		N
Haven	HVN		N
Heights	HTS		N
Highway	HWY	Main road or thoroughfare, a main route.	Y
Hill	HILL		N
Island	ISLD		N
Key	KEY		N
Landing	LDG		N
Lane	LANE	Narrow way between walls, buildings etc., a narrow country or city roadway.	Y
Laneway	LNWY		N
Link	LINK		N
Linkway	LKWY		N
Loop	LOOP	Roadway that diverges from and re-joins the main thoroughfare.	Y
Lynne	LYNN		N
Mall	MALL	Sheltered walk, promenade or shopping precinct.	Y
Mead	MEAD		N
Mews	MEWS	Roadway in a group of houses.	Y
Motorway	MWY		N
Nest	NEST		N
Outlook	OTLK		N
Parade	PDE	Public promenade or roadway which has good pedestrian facilities along the side.	Y
Park	PARK		N
Parkway	PWY	Roadway through parklands or an open grassland area.	Y
Pass	PASS		N
Passage	PSGE	Narrow street for pedestrians.	Y
Path	PATH	Roadway used only for pedestrian traffic.	Y
Pathway	PHWY		N
Perch	PRCH		N
Place	PL	Short, sometimes narrow, enclosed roadway.	Y
Plaza	PLZA	Roadway enclosing the four sides of an area forming a market place or open space.	Y
Pocket	PCKT		N
Point	PNT		N
Promenade	PROM	Roadway like an avenue with plenty of facilities for the public to take a leisurely walk, a public place for walking.	Y
Quay	QY		N
Quays	QYS	Roadway leading to a landing place alongside or projecting into water.	Y
Ramp	RAMP	Access road to and from highways and freeways.	Y
Rest	REST		N
Retreat	RTT	Roadway forming a place of seclusion.	Y
Ridge	RDGE	Roadway along the top of a hill.	Y
Rise	RISE	Roadway going to a higher place or position.	Y
River	RVR		N
Road	RD	Open way or public passage primarily for vehicles.	Y
Row	ROW		N
Siding	SDNG		N
Square	SQ	Roadway bounding the four sides of an area to be used as an open space or a group of buildings.	Y
Steps	STPS	Route consisting mainly of steps.	Y
Strait	STRI		N
Street	ST	Public roadway in a town, city or urban area, especially a paved thoroughfare with footpaths and buildings along one or both sides.	Y
Strip	STRP		N
Subway	SBWY	Underground passage or tunnel that pedestrians use for crossing under a road, railway, river etc.	Y
Terrace	TCE	Roadway usually with houses on either side raised above the road level.	Y
Track	TRK	Roadway with a single carriageway. A roadway through a natural bushland region. The interpretation for both Track and Trail is limited to roadways, whereas in many areas these are often associated with walking rather than vehicular movement.	Y

Trail	TRL	Roadway with a single carriageway. A roadway through a natural bushland region. The interpretation for both Track and Trail is limited to roadways, whereas in many areas these are often associated with walking rather than vehicular movement.	Y
Vale	VALE		N
View	VIEW	Roadway commanding a wide panoramic view across surrounding areas.	Y
Vista	VSTA	Road with a view or outlook.	Y
Walk	WALK	Thoroughfare with restricted access used mainly by pedestrians.	Y
Waters	WAT		N
Way	WAY	Road affording passage from one place to another. Usually not as straight as an avenue or street.	Y
Wharf	WHRF	A roadway on a wharf or pier.	Y
Yards	YDS		N

5.5. Road parts

Please note that road parts (suffixes) do not meet AS/NZS 4819:2011 but exist in Resources systems for historic reasons. These should only be used for new and amended addresses on existing roads with the road part, and not used when naming new roads. These road parts are also outlined in Table C2 of AS 4590.1:2017.

road_part	description
CN	Central
E	East
EX	Extension
LR	Lower
N	North
NE	North East

NW	North West
S	South
SE	South East
SW	South West
UP	Upper
W	West

5.6. Local Government Area names

la_name
Aurukun Shire
Balonne Shire
Banana Shire
Barcaldine Regional
Barcoo Shire
Blackall Tambo Regional
Boulia Shire
Brisbane City
Bulloo Shire
Bundaberg Regional
Burdekin Shire
Burke Shire
Cairns Regional
Carpentaria Shire
Cassowary Coast Regional
Central Highlands Regional
Charters Towers Regional
Cherbourg Aboriginal Shire
Cloncurry Shire
Cook Shire
Croydon Shire
Diamantina Shire
Doomadgee Aboriginal Shire
Douglas Shire
Etheridge Shire
Flinders Shire
Fraser Coast Regional
Gladstone Regional
Gold Coast City
Goondiwindi Regional
Gympie Regional
Hinchinbrook Shire
Hope Vale Aboriginal Shire
Ipswich City
Isaac Regional

Kowanyama Aboriginal Shire
Livingstone Shire
Lockhart River Aboriginal Shire
Lockyer Valley Regional
Logan City
Longreach Regional
Mackay Regional
Mapoon Aboriginal Shire
Maranoa Regional
Mareeba Shire
McKinlay Shire
Moreton Bay Regional
Mornington Shire
Mount Isa City
Murweh Shire
Napranum Aboriginal Shire
Noosa Shire
North Burnett Regional
Northern Peninsula Area Regional
Palm Island Aboriginal Shire
Paroo Shire
Pormpuraaw Aboriginal Shire
Quilpie Shire
Redland City
Richmond Shire
Rockhampton Regional
Scenic Rim Regional
Somerset Regional
South Burnett Regional
Southern Downs Regional
Sunshine Coast Regional
Tablelands Regional
Toowoomba Regional
Torres Shire
Torres Strait Island Regional
Townsville City

Weipa Town
Western Downs Regional
Whitsunday Regional
Winton Shire

Woorabinda Aboriginal Shire
Wujal Wujal Aboriginal Shire
Yarrabah Aboriginal Shire

5.7. Address status indicators

Address status indicators are used to denote whether an address is a Primary or Alternative. See Section 2 for more information.

status_ind	description
A	Alternative
P	Primary
U	Proposed

5.8. Address standard codes

Address standard codes refer to the addressing standard applying when determining the Location Address. See Section 6 of AS/NZS 4590.1:2017 for more information on water address assignment.

standard	description
U	Urban
R	Rural
W	Water
X	Unknown

5.9. Geocode types

The following Geocode types are accepted by the Location Addresses Queensland database. Where no Geocode type is specified, the parcel centroid (PC) will be automatically generated from the Lot on Plan information. These are also outlined in Table D1 of AS 4590.1:2017.

geocode_type_code	geocode_type	description
BAP	Building Access Point	Point of access to the building.
BC	Building Centroid	Point as centre of building and lying within its bounds (e.g. for u-shaped building).
CDF	Centreline Dropped Frontage	A point on the road centre-line opposite the centre of the road frontage of an address site.
DF	Driveway Frontage	Centre of driveway on address site frontage.
EA	Emergency Access	Specific building or address site access point for emergency services.
EAS	Emergency Access Secondary	Specific building or address site secondary access point for emergency services.
FC	Frontage Centre	Point on the centre of the address site frontage.
FCS	Frontage Centre Setback	A point set back from the centre of the road frontage within an address site.
FDA	Front Door Access	Front door of building.
LB	Letterbox	Place where mail is deposited.
PAP	Property Access Point	Access point (centre of) at the road frontage of the address site.
PAPS	Property Access Point Setback	Centre of driveway on address site frontage.
PC	Property Centroid	Point of centre of parcels making up an address site and lying within its boundaries (e.g. for l-shaped address site).
STCP	[Service Type] Connection Point	The utility connection point (e.g. box, or underground chamber).
STM	[Service Type] Meter	The utility meter (e.g. box, or underground chamber).
UC	Unit Centroid	Point at centre of unit and lying within its bounds (e.g. for u-shaped unit).

6. CONTACT

The addressing team at Resources can be contacted at AddressQueensland@resources.qld.gov.au

END OF DOCUMENT

**QUEENSLAND ROADS AND TRACKS
DATA TRANSFER SPECIFICATIONS 1.4**

**Department of Resources
Spatial Information Division**

Version Date: 17 May 2021

VERSION HISTORY

Version	Date	Comments	Amended by
1.0	2020-07-01	Initial document	
1.1	2020-07-27	Minor changes	KM
1.2	2020-09-09	Additional options in fields	AG
1.3	2021-02-15	Additional sub_class slip, and change in Department name.	AG
1.4	2021-05-17	Minor domain and description amends. Update to title.	AG

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TABLE OF CONTENTS

1. INTRODUCTION.....	4
2. ROAD DEFINITIONS.....	4
2.1. Roads and Tracks Data	4
2.2. Road	4
2.3. State Controlled Road.....	4
2.4. Local Government Controlled Road.....	4
2.5. Local Road of Regional Significance	4
2.6. Track.....	5
2.7. Private Road	5
2.8. Roads for Resources data	5
3. DATA TRANSFER FILE FORMAT	5
3.1. File contents	5
3.2. File type and data attributes.....	5
3.3. File naming	5
3.4. Privacy	6
3.5. Frequency.....	6
4. STANDARDS OBSERVED	6
4.1. SIG/2016/3331 – Queensland Digital Road Network Standard	6
4.2. AS/NZS 4819:2011 – Rural and urban addressing.....	6
4.3. AS 4590.1:2017 – Interchange of client information	6
4.4. AP-R597-19 – Data Standard for Road Management and Investment in Australia and New Zealand	6
5. RECORDS STRUCTURE	6
5.1. Field Descriptions	6
5.2. Update code	8
5.3. Road types.....	8
5.4. Road suffix.....	9
5.5. Classification.....	9
5.6. Sub-classification.....	10
5.7. Surface type.....	10
5.8. Operational status indicator	10
5.9. User accessibility	10
5.10. Direction of travel	11
5.11. Lane count	11
5.12. Trafficability	11
5.13. Zone.....	11
5.14. Seasonality indicator	11
5.15. Ground Relationship.....	11
5.16. Road owner.....	11
5.17. Road maintainer.....	12
5.18. SCR indicator	12
5.19. LRRS indicator	12
5.20. Spatial extent capture method.....	12
5.21. Positional accuracy indicator	12
5.22. Local Government Area names.....	12
6. CONTACT.....	13

1. INTRODUCTION

This document describes the data format to be used by Local Government or other Roads and Tracks Data providers, when they provide Roads and Tracks data to be supplied to the Department of Resources (Resources; previously the Department of Natural Resources, Mines and Energy) for update of the state-wide Queensland Roads and Tracks roads dataset.

The state's road database is a vector (line segment) dataset depicting the location and attributes of roads and tracks across Queensland.

2. ROAD DEFINITIONS

2.1. Roads and Tracks Data

Roads and Tracks Data is data provided by the Roads and Tracks Data provider in accordance with the specifications contained in this document.

2.2. Road

As defined in s93 of the [Land Act 1994](#), a Road is an area of land, whether surveyed or unsurveyed, that is either:

- dedicated, notified or declared to be a road for public use; or
- taken under an Act, for the purpose of a road for public use.

The term includes:

- a street, esplanade, reserve for esplanade, highway, pathway, thoroughfare, track or stock route; and
- a bridge, causeway, culvert or other works in, on, over or under a road; and
- any part of a road.

Under the [Local Government Act 2009](#), the term road also includes private roads.

AS/NZS 4819:2011 (Sections 4.2.1 and 4.2.3) notes that all formed roads, including private roads, that are generally open to the public or to services should be named, and that unformed roads (paper roads) should not be named unless a name is required for addressing purposes.

2.3. State Controlled Road

A State Controlled Road (SCR) is a road declared to be controlled by the Department of Transport and Main Roads, including the National Network. Tollways are not state-controlled roads while they are controlled by franchisees such as Transurban Queensland.

2.4. Local Government Controlled Road

A Local Government Controlled Road is a road that is owned or maintained by Local Government.

2.5. Local Road of Regional Significance

A Local Road of Regional Significance (LRRS) is a road that forms part of a network of roads of similar function owned by state and local governments. The Local Government Association of Queensland (LGAQ)¹ define a LRRS as a road that: provides a primary connecting function across more than one local government area within a regional road network; forms a key part of economic development strategies within local government areas (major access to rural, agricultural, industrial); plays a key role for regional industry and access to attractions of regional significance and major natural resources; connects shires, towns, cities and regions and provides travel time and distance savings to commuter routes; provides access from a higher order regional road to rail heads, freight depots, ports and major airfields; provides access to regionally significant institutions (community health, education, recreation, youth, aged care and entertainment facilities); or forms the only access to a remote community.

¹ https://www.lgaq.asn.au/more-good-stuff/-/asset_publisher/U3wmn7ZNDI23/content/local-roads-of-regional-significance

2.6. Track

ICSM defines a Track as ‘an unimproved road that does not form part of the public communication system, but which provides access to individual properties or areas used for pastoral or industrial purposes. The surface of which may vary from poorly surfaced, to tracks beaten by the passage of vehicles².’

2.7. Private Road

The [Local Government Act 2009 \(s60\)](#) define a Private Road as a road over land whereby the land owner may lawfully exclude persons from using the road.

2.8. Roads for Resources data

2.8.1 Road

For the purposes for which Resources collate roads information, a Road is considered that which has a discrete name and is continuously navigable. This includes State Controlled Roads, Local Government Controlled Roads, Local Roads of Regional Significance, Private Roads, Tracks and driveable beaches³. From this point on, Roads is used to refer to all these entities.

Within this dataset, a road is represented by a ‘chain’ of adjoining line segments, that are non-intersecting and have the same road name. Digitisation of the spatial object should preferably be in the direction of the address range that corresponds to the segment.

2.8.2 Segment

A section of a Road between nodes, intersections or road features, represented by a line between two vertices.

3. DATA TRANSFER FILE FORMAT

3.1. File contents

Roads and Tracks Data will preferentially be supplied as segments (see Section 2.8.2), with Roads split at intersections or road features such as roundabouts. If this is not possible, full Roads, as defined in Section 2.8.1 may be provided.

Data supplied in the file should ideally relate to new or amended Roads information only. Amendments include those to the spatial representation or any attributes such as name or classification. Should it not be possible to provide a file containing only road updates, a file containing the entire Local Government Area (LGA) roads database may be accepted.

The Roads and Tracks Data may be provided as road segments, or the spatial extent of the entire road, i.e. a continuous navigable section with the same name. If road segments are supplied, a road identifier should be included to ensure the entire extent can be easily identified.

3.2. File type and data attributes

The Roads and Tracks Data should be supplied in one of the following formats, given in order of preference, with the attributes as defined in the schema in Section 5.1:

- as a spatial data service with attributes as per Section 5.1;
- as a spatial file, such as a ESRI geodatabase or shapefile, with attributes as per Section 5.1; or,
- as a representation of the spatial extent of each road, such as a road plan, with attributes as per Section 5.1 in a separate machine readable file, such as an excel spreadsheet or text file. The attribute information should have an identifier that clearly links it to the spatial representation. Locality information should be annotated on the road plan.

3.3. File naming

For formats other than a spatial data service, the file should be named as:

² ICSM Glossary of generic terms (https://www.icsm.gov.au/sites/default/files/2017-09/glossary_pnames.pdf)

³ The dataset has also historically contained some tracks, trails, cycleways and walkways that are not open to vehicles, although updates to these components have not continued past September 2020.

- 'LGA_roads_updates_YYYYMMDD' if the file only contains new and amended roads information; or
- 'LGA_roads_YYYYMMDD' if the file contains the entire roads dataset held by the LGA;
- where 'LGA' should be replaced by the Local Government Area (or other data provider) name as per Section 5.22, with spaces replaced by underscores; and,
- YYYYMMDD should be replaced by the data extraction date, e.g. 20200401.

3.4. Privacy

Please note that personal information should not be included. Please note that if any personal information is included in the data you provide to us, you could be at risk of breaching Information Privacy Laws.

3.5. Frequency

Data should be supplied monthly. More or less frequent supply may be negotiated in cases of high or low volumes of changes. If no new or updated data is generated during a supply period, notice of this should be given to Resources on the regular data supply date.

4. STANDARDS OBSERVED

This specification has been developed observing the following standards and conventions where appropriate:

4.1. SIG/2016/3331 – Queensland Digital Road Network Standard

This Standard provides the core requirements for the capture, management, and representation of the Digital Road Network (DRN), including information on attribution to meet the core requirements. It incorporates the general data modelling and conceptual feature components of the Geographic Data Files (GDF) Standard and AS4270, Spatial Data Transfer Standard (SDTS).

4.2. AS/NZS 4819:2011 – Rural and urban addressing

AS/NZS 4819:2011 Rural and urban addressing supersedes AS/NZS 4819:2003, Geographic Information – Rural and Urban Addressing, and provides requirements and guidance for local governments and other addressing authorities for assigning addresses, naming roads and using localities, recording and mapping the related information, and signage related to these.

4.3. AS 4590.1:2017 – Interchange of client information

This standard has been used as the standard input and output file format for data transfer between systems and organisations. Section 5 of AS 4590.1:2017 which relates to address details has been considered when compiling this data transfer format.

4.4. AP-R597-19 – Data Standard for Road Management and Investment in Australia and New Zealand

This Standard was developed in 2019 to standardise and harmonise datasets to support common road management and investment activities. It provides requirements and guidance for all agencies involved in the planning, maintenance, and management of road assets on consistency in data definition and format that support road management and investment.

5. RECORDS STRUCTURE

Section 5.1 outlines the attributes to be included in the supply of roads data. Many of the fields are denoted as mandatory, but please note that many of these have the option to default to unknown.

5.1. Field Descriptions

Mandatory	Field Name	Field Length	Field Type	Description	Example
*	contributor_road_id	20	text	Unique identifier for each series of continuous road segments with a single road identifier.	5163

	contributor_seg_id	20	text	Identifier for each segment (link section) of each road. This field is mandatory if the roads data is provided in segments.	2
	date_created	8	date	Date of creation of the road data in YYYYMMDD format.	20030804
	date_modified	8	date	Date of most recent modification of the road data in YYYYMMDD format.	20190615
	update_code	10	text	One of the codes in Section 5.2, to identify if data relates to a new entry or an update to an existing road.	Update
*	road_name	50	text	The road name without the <i>road_type</i> , in full, as designated by the relevant authority. Multiple words are separated by a single space. AS/NZS 4819:2011 should be adhered to when any new road is named.	Blue Gum
*	road_type	20	text	One of the road types as shown in Section 5.3, applicable to the <i>road_name</i> . Only those that meet AS/NZS 4819:2011 should be used when any new road is named. For entities that fall under classifications 'Ferry', 'Bikeway', 'Walkway' or 'Busway' (see Section 5.5), no <i>road_type</i> should be provided, and the entire name should be in the <i>road_name</i> field only. For entities that fall under classification 'Track', the track may or may not have a <i>road_type</i> . Where there is no road type, e.g. for 'The Esplanade', this field is 'Null'.	Street
	road_suffix	2	text	One of the standard abbreviations as shown in Section 0, applicable to the <i>road_name</i> and <i>road_type</i> . A <i>road_suffix</i> does not meet AS/NZS 4891:2011 and should not be assigned to new roads. For entities that fall under classifications 'Ferry', 'Bikeway', 'Walkway' or 'Busway' (see Section 5.5), no <i>road_suffix</i> should be provided, and the entire name should be in the <i>road_name</i> field only. A road cannot have a <i>road_suffix</i> if it has no <i>road_type</i> .	S
	alias_1_name	50	text	A second name the road is commonly known by, following the same logic as for <i>road_name</i> .	Warrego
	alias_1_type	20	text	One of the road types as shown in Section 5.3, applicable to the <i>alias_1_name</i> , following the same logic as for <i>road_type</i> .	Highway
	alias_1_suffix	2	text	One of the standard abbreviations as shown in Section 0, applicable to the <i>alias_1_name</i> and <i>alias_1_type</i> , following the same logic as for <i>road_suffix</i> .	W
	alias_2_name	50	text	A third name the road is commonly known by, applicable to the <i>alias_2_name</i> and <i>alias_2_type</i> , following the same logic as for <i>road_name</i> .	Isis
	alias_2_type	20	text	One of the road types as shown in Section 5.3, following the same logic as for <i>road_type</i> .	Motorway
	alias_2_suffix	2	text	One of the standard abbreviations as shown in Section 0, following the same logic as for <i>road_suffix</i> .	EX
*	class	15	text	The road hierarchy. One of the road classification types as shown in Section 5.5.	Local
*	sub_class	20	text	The sub-classification for the segment of road as shown in Section 5.6.	NA
*	surface_type	15	text	One of the road surface types as shown in Section 5.7.	Sealed
*	op_status_ind	20	text	One of the operational status indicator codes shown in Section 5.8 to specify whether a road is operational.	Operational
*	user_access	15	text	One of the values shown in Section 5.9 to indicate who has the right to use the road.	Public
*	travel_direction	15	text	One of the values shown in Section 5.10 to indicate the direction of travel.	Bi-directional
*	lane_count	15	text	One of the values shown in Section 5.11 to indicate if two vehicles can safely pass each other without moving off the formed road surface.	One
*	trafficability	15	text	One of the vehicle types in Section 5.12 to indicate which vehicle types can use the road.	4WD
*	zone	10	text	Indicates if a road is urban or rural, as per Section 5.13.	Rural
*	seasonality	1	text	Indication as to whether road closes seasonally, as per Section 5.14.	Unknown
*	ground_rel	10	text	One of the codes in Section 5.15, indicating the general relationship of the road to ground.	Ground

	chainage_s	15	float	Start chainage in metres.	0
	chainage_e	15	float	End chainage in metres.	2598.64
*	road_owner	15	text	One of the custodians shown in Section 5.16 to indicate the party that owns the road.	LG
*	road_maintainer	15	text	One of the custodians shown in Section 5.17 to indicate the party responsible for organising maintenance of the road. This is sometimes referred to as road manager. A third party may be contracted to carry out any actual maintenance works.	LG
*	SCR	1	text	One of the codes in Section 5.18, indicating if the road is a State Controlled Road.	T
*	LRRS	1	text	One of the codes in Section 5.19, indicating if the road is a Local Road of Regional Significance.	F
*	ste_route_no	10	text	Route number used to identify state route.	34
*	nat_route_no	10	text	Route number used to identify national route.	13
**	cap_method	5	text	One of the codes in Section 5.20, denoting the spatial extent capture method.	1
**	cap_date	8	date	Date at which the spatial extent of the road was captured, in YYYYMMDD format.	20200325
**	geo_datum	10	integer	Coordinate Reference System identifier as an EPSG code for the geographic datum.	4283
	v_datum	10	integer	Coordinate Reference System identifier as an EPSG code for the vertical datum.	5711
**	pos_accuracy	2	text	One of the codes in Section 5.21 to indicate the spatial accuracy of the data capture.	3

* Mandatory fields.

** Mandatory extra fields when data supplied in a spatial format.

5.2. Update code

update_code	Description
New	Road is a new road.
Update	Amends to an existing road, including for example a road status change such as a road being temporarily or permanently closed.
Remove	Invalid data supplied previously. Data supply issue and road does not exist.
Unknown	Unknown.

5.3. Road types

Road types accepted by Resources systems are outlined below, and indication made as to whether these meet the AS/NZS 4819:2011 standard. AS/NZS 4819:2011 restricts certain road types to open ended, cul-de-sac or pedestrian only roads. For more information see Appendix A of AS/NZS 4819:2011, including for road type descriptions. Road types that do not meet AS/NZS 4819:2011 should not be used for any new road designations. For entities that fall under classifications *class* 'Ferry', 'Bikeway', 'Walkway' or 'Busway' (see Section 5.5), no *road_type* should be provided, and the entire name should be in the *road_name* field only. For entities that fall under classification *class* 'Track', the track may or may not have a road type. Any road where the *road_name* encompasses the type e.g. 'The Esplanade', should keep 'The Esplanade' in the *road_name* field and have a null *road_type* field.

road_type	Abbrev	In AS/NZS 4819:2011	Bypass	BYPA	Y	Crossing	CRSG	N
Access	ACCS	N	Chase	CH	Y	Deviation	DE	N
Alley	ALLY	Y	Circle	CIR	N	Drive	DR	Y
Annex	ANNX	N	Circuit	CCT	Y	Driveway	DVWY	N
Approach	APP	Y	Circus	CRCS	N	Easement	EASE	N
Arcade	ARC	Y	Close	CL	Y	Elbow	ELB	N
Arterial	ARTL	N	Concord	CNCD	N	End	END	N
Avenue	AV	Y	Concourse	CON	Y	Entrance	ENT	Y
Bay	BAY	N	Connection	CNTN	N	Esplanade	ESP	Y
Beach	BCH	N	Corner	CNR	N	Fairway	FAWA	N
Bend	BEND	N	Corso	CSO	N	Firebreak	FBRK	N
Boardwalk	BWLN	Y	Course	CRSE	N	Fireline	FLNE	N
Boulevard	BVD	Y	Court	CT	Y	Firetrail	FTRL	Y
Brace	BR	N	Cove	COVE	N	Freeway	FWY	Y
Break	BRK	Y	Crescent	CR	Y	Gap	GAP	N
Broadway	BDWY	N	Crest	CRST	Y	Gardens	GDNS	N
			Cross	CRSS	N	Gate	GTE	N

Glade	GLDE	Y	Mews	MEWS	Y	Ridge	RDGE	Y
Glen	GLEN	N	Motorway	MWY	N	Rise	RISE	Y
Grange	GRA	Y	Nest	NEST	N	Road	RD	Y
Green	GRN	N	Outlook	OTLK	N	Row	ROW	N
Grove	GR	Y	Parade	PDE	Y	Siding	SDNG	N
Gully	GLY	N	Park	PARK	N	Square	SQ	Y
Harbour	HRBR	N	Parkway	PWY	Y	Steps	STPS	Y
Haven	HVN	N	Pass	PASS	N	Strait	STRI	N
Heights	HTS	N	Passage	PSGE	Y	Street	ST	Y
Highway	HWY	Y	Path	PATH	Y	Strip	STRP	N
Hill	HILL	N	Pathway	PHWY	N	Subway	SBWY	Y
Island	ISLD	N	Perch	PRCH	N	Terrace	TCE	Y
Key	KEY	N	Place	PL	Y	Track	TRK	Y
Landing	LDG	N	Plaza	PLZA	Y	Trail	TRL	Y
Lane	LANE	Y	Pocket	PCKT	N	Vale	VALE	N
Laneway	LNWY	N	Point	PNT	N	View	VIEW	Y
Link	LINK	N	Promenade	PROM	Y	Vista	VSTA	Y
Linkway	LKWY	N	Quay	QY	N	Walk	WALK	Y
Loop	LOOP	Y	Quays	QYS	Y	Waters	WAT	N
Lynne	LYNN	N	Ramp	RAMP	Y	Way	WAY	Y
Mall	MALL	Y	Rest	REST	N	Wharf	WHRF	Y
Mead	MEAD	N	Retreat	RTT	Y	Yards	YDS	N

5.4. Road suffix

Please note road suffixes do not meet AS/NZS 4819:2011 but exist in Resources systems for historic reasons. These should not be used when naming new roads. Suffixes are also outlined in Table C2 of AS 4590.1:2017.

road_suffix	Description
CN	Central
E	East
EX	Extension
LR	Lower
N	North
NE	North East
NW	North West
S	South
SE	South East
SW	South West
UP	Upper
W	West

5.5. Classification

class	Description
Motorway	Roads which are of importance in a national sense, and/or are a major interstate through route, and/or are principal connector roads between capitals and/or major regions and or key towns/commercial centres/inter-transport hubs. Also exhibit separated carriageways and unhindered, regulated traffic flow through use of grade-separated crossings and entry/exit ramps.
Highway	Roads which are of importance in a national sense, and/or are a major interstate through route, and/or are principal connector roads between capitals and/or major regions and or key towns/commercial centres/inter-transport hubs. This category encompasses what are sometimes referred to as arterial roads.
Secondary	Well maintained and widely used roads which are major connectors for national highways or state highways, major centres, key towns, or have major tourist importance or which main function is to form the principal avenue of communication for metropolitan traffic movements. These are sometimes referred to as sub-arterial roads.
Connector	Provides for traffic movement between secondary (sub-arterial) and local roads or to distribute traffic to local street systems. Includes rural roads of local significance. These are sometimes known as collector roads.
Local	Provides property access. These generally have addresses assigned against them. These roads may be privately owned roads that are connected and open to the public network. Includes service roads that may share the same name as higher order roads.

Restricted	Road designed to provide access within a property and may not necessarily be part of the public road network. These generally do not have addresses and include driveways and tracks on private property. Roads that are privately owned but allow general public access should not be included in this category.
Track	Access tracks and fire trails.
Mall	A road or passage whose main purpose is to provide access to pedestrians but may allow some vehicular access.
Ferry	Route that is undertaken by a public ferry used for the transportation of vehicles and pedestrians.
Bikeway	Designated path primarily for bicycle use.
Walkway	Designated path primarily for pedestrian use.
Busway	A road which is wholly dedicated as a bus-only transit way. This does not include bus lanes on roads with other trafficability.
Unconstructed	Road documented in Government or private plans that may be created in future, but currently does not physically exist. Sometimes referred to as a paper road.

5.6. Sub-classification

sub_class	Description
Roundabout	Roundabout.
Ramp	On-ramp or off-ramp.
Access	Access road.
Bridge	Bridge.
Slip	Slip road or slip lane.
Tunnel	Tunnel.
Crossover	Crossover, predominantly used for emergency service use.
U-turn	U-turn bay.
4WD	To be used in conjunction with <i>class</i> 'Track'.
Non vehicular track	To be used in conjunction with <i>class</i> 'Track'.
Shared use track	Shared track for vehicular and non-vehicular users - to be used in conjunction with <i>class</i> 'Track'.
Vehicular ferry	Ferry that a vehicle can be transported on – to be used in conjunction with <i>class</i> 'Ferry'.
Passenger ferry	Passenger only ferry – to be used in conjunction with <i>class</i> 'Ferry'.
Level Crossing	Level crossing.
NA	Not applicable.
Unknown	Unknown.

5.7. Surface type

surface_type	Description
Sealed	Surface of brick, concrete, or asphalt.
Unsealed	Surface with material other than brick, concrete or asphalt.
Boardwalk	Surface of planks or sleepers, usually of wood, between which water can usually drain.
Paper Road	Road reserve only. No road constructed in cadastral designation.
Other	Surface type not covered elsewhere.
Unknown	Surface type not known.

5.8. Operational status indicator

op_status_ind	Description
Proposed	The road is in a proposal stage.
Under Construction	The road in under construction.
Operational	The road is in use.
Closed	The road has been closed.
Paper Road	Road reserve only. No road constructed in cadastral designation.
Unknown	The operational status is not known.

5.9. User accessibility

user_access	Description
Public	For general public use.
Private	Restricted for the use of a group. Sometimes referred to as 'authorised'.
Restricted	A road or track not intended for general use. Restricted to use by the responsible authority only.
Tollway	Usually open to public but requires payment for access.
Unknown	The user accessibility is not currently known.

5.10. Direction of travel

travel_direction	Description
Bi-directional	Traffic can flow in either (both) directions.
One Way To From	Traffic can only flow in one direction (in the direction of the vector).
One Way From To	Traffic can only flow in one direction (in the opposite direction of the vector).
One Way	Traffic can only flow in one direction (direction unknown).
None	No traffic flow in either direction.
Unknown	The travel direction is not currently known.

5.11. Lane count

lane_count	Description
One	Two vehicles cannot pass each other without both having to move off the formed surface.
Two or more	Two vehicles can pass each other without having to move off the formed surface.
Unknown	Lane count is not currently known or cannot be defined.

5.12. Trafficability

trafficability	Description
Regular vehicle	Suitable for all conventional road-based vehicles. Does not imply suitability for heavy, oversize or high sided vehicles.
Motorway	Suitable for all vehicles permitted on a motorway.
2WD	Suitable for minimum two-wheel drive vehicles.
4WD	Suitable for only four-wheel drive (high clearance) vehicles.
Bus	Designated for bus use only.
Ferry	Ferry route.
Bicycle	Designated primarily for bicycle use.
Pedestrian	Designated primarily for pedestrian use.
Horse	Designated primarily for access by horse and rider.
Shared	Designated as a shared track, path or trail.
Closed	Inaccessible by all vehicles, pedestrians and animals.
Unknown	The road usage is not known.

5.13. Zone

zone	Description
Urban	Road is in an urban area.
Rural	Road is in a rural area.
Both	Road crosses through both urban and rural areas.
Unknown	Zone of road is not currently known.

5.14. Seasonality indicator

seasonality	Description
T	True - subject to seasonal closure.
F	False - no seasonal restrictions.
U	Unknown – it is unknown if this road is affected by seasonal closures.

5.15. Ground Relationship

ground_rel	Description
Ground	On ground.
Under	Below ground or water e.g. in tunnel.
Above	On bridge or above ground.
Water	On water e.g. for ferry route.
Other	Other e.g. causeway, dam wall.
Unknown	Unknown.

5.16. Road owner

road_owner	Description
TMR	Department of Transport and Main Roads.
QPWS	Queensland Parks and Wildlife Service.
STATE	Other state authority.
LG	Local Government.
WA	Water Authority.
PA	Port Authority.

UP	Utility provider.
Private	The owner of the land parcel in which the road passes through.
Other	Road is owned by another group.
Unknown	The road owner is unknown.

5.17. Road maintainer

road_maintainer	Description
TMR	Department of Transport and Main Roads.
QPWS	Queensland Parks and Wildlife Service.
STATE	Other state authority.
LG	Local Government.
WA	Water Authority.
PA	Port Authority.
UP	Utility provider.
Private	The owner of the land parcel in which the road passes through.
Unmaintained	Road is not maintained.
Other	Road is maintained by another group.
Unknown	The road maintainer is unknown.

5.18. SCR indicator

SCR	Description
T	True - road is a State Controlled Road.
F	False - road is not a State Controlled Road.
U	Unknown - It is not known if the road is a State Controlled Road.

5.19. LRRS indicator

LRRS	Description
T	True - road is a Local Road of Regional Significance.
F	False - road is not a Local Road of Regional Significance.
U	Unknown - It is not known if the road is a Local Road of Regional Significance.

5.20. Spatial extent capture method

cap_method	Description
1	Derived from cadastre.
2	Digitised from imagery.
3	Extracted from imagery.
4	Digitised from scanned map.
5	Digitised from engineering/survey data.
6	Global Positioning System (GPS).
7	Estimate.
8	Other.
NS	Not spatial - provided as scanned map.
U	Unknown.

5.21. Positional accuracy indicator

See also Section 3.2 of SIG/2016/3331.

pos_accuracy	Minimum spatial accuracy	Typical Category
2	±2m	Urban
3	±5m	Peri-Urban
4	±25m	Rural
5	±100m	Remote
U	Unknown	Unknown

5.22. Local Government Area names

Aurukun Shire
Balonne Shire
Banana Shire
Barcaldine Regional
Barcoo Shire
Blackall Tambo Regional
Boulia Shire
Brisbane City

Bulloo Shire
Bundaberg Regional
Burdekin Shire
Burke Shire
Cairns Regional
Carpentaria Shire
Cassowary Coast Regional
Central Highlands Regional

Charters Towers Regional
Cherbourg Aboriginal Shire
Cloncurry Shire
Cook Shire
Croydon Shire
Diamantina Shire
Doomadgee Aboriginal Shire
Douglas Shire
Etheridge Shire
Flinders Shire
Fraser Coast Regional
Gladstone Regional
Gold Coast City
Goondiwindi Regional
Gympie Regional
Hinchinbrook Shire
Hope Vale Aboriginal Shire
Ipswich City
Isaac Regional
Kowanyama Aboriginal Shire
Livingstone Shire
Lockhart River Aboriginal Shire
Lockyer Valley Regional
Logan City
Longreach Regional
Mackay Regional
Mapoon Aboriginal Shire
Maranoa Regional
Mareeba Shire
McKinlay Shire
Moreton Bay Regional

Mornington Shire
Mount Isa City
Murweh Shire
Napranum Aboriginal Shire
Noosa Shire
North Burnett Regional
Northern Peninsula Area Regional
Palm Island Aboriginal Shire
Paroo Shire
Pormpuraaw Aboriginal Shire
Quilpie Shire
Redland City
Richmond Shire
Rockhampton Regional
Scenic Rim Regional
Somerset Regional
South Burnett Regional
Southern Downs Regional
Sunshine Coast Regional
Tablelands Regional
Toowoomba Regional
Torres Shire
Torres Strait Island Regional
Townsville City
Weipa Town
Western Downs Regional
Whitsunday Regional
Winton Shire
Woorabinda Aboriginal Shire
Wujal Wujal Aboriginal Shire
Yarrabah Aboriginal Shire

6. CONTACT

The roads team at the Department of Resources can be contacted at RoadsQueensland@resources.qld.gov.au

END OF DOCUMENT

DEPARTMENT OF NATURAL RESOURCES, MINES AND ENERGY



Licence Agreement
for Data Sharing
between
the State of Queensland
and
Boulia Shire Council

Licence No SHR:2004/000403

**Department of Natural Resources, Mines and Energy Queensland
Licence Agreement for Data Sharing of Licensed Data**

1. Licence

1.1 The parties agree to provide to each other a non-exclusive, non-transferable licence for the Licensed Data described in Schedules C and D to use the Licensed Data for the purposes specified in this Agreement subject to the terms and conditions set out in this Agreement.

2. Definitions

2.1 In this Agreement, unless the contrary intention appears or the context otherwise requires the following definitions apply:

- (a) **Agreement** means this agreement including the attached Schedules.
- (b) **Chief Executive** means the Chief Executive of the Department of Natural Resources, Mines and Energy and the Chief Executive Officer of the Sharer Party;
- (c) **Consultant** means any consultant, contractor or business partner of a party engaged for a specific project of that party.
- (d) **Direct Marketing** means one to one marketing, normally supported by a database, which uses one or more advertising media to effect a measurable response and/or transaction from a person and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing and list brokering.
- (e) **GST** means the Goods and Services Tax (GST) as defined in the *A New Tax System (Goods and Services Tax) Act 1999*.
- (f) **Intellectual Property Rights** means all copyright, patent application rights, patent rights, design rights, database rights, trademark rights (whether registered or unregistered), trade secrets and confidential information, all know-how, and all other rights of intellectual property.
- (g) **Licensed Data** means the data identified in Schedules C and D. It includes data that has been reformatted or converted on to a different media or translated into another format, and includes any revisions, updates or reissues provided by the parties during the term of this Agreement.
- (h) **Licensed Data Product** means any Value Added product derived from or based on the Licensed Data or any Licensed Data Product(s).
- (i) **NRM&E** means the State of Queensland as represented by the Department of Natural Resources, Mines and Energy or any successor.
- (j) **Sharer Party** means the person specified in Schedule A or any successors.
- (k) **Privacy Laws** means any legislation enacted by Federal or State agencies in relation to privacy and includes the *Privacy Act 1988* (Cth) (see www.privacy.gov.au).
- (l) **Recipient** means the party receiving Licensed Data.
- (m) **Supplier** means the party supplying Licensed Data.
- (n) **Value Add/Adding/Added** means any repackaging which irreversibly changes the form of the Licensed Data or any augmenting or incorporation of the Licensed Data with other data. Conversion onto a different media or the translation into a different format (e.g. changing colour and formatting) of Licensed Data is not Value Adding.

2.2 The following terms have a relevant defining reference in Schedules A, C and/or D:

Commencement Date, Expiry Date, Special Conditions, Specifications – Licensed Data, Specific Restrictions - Licensed Data, Termination Notice Period, Value

2.3 NRM&E and the Sharer Party are the parties to the Agreement. Where the context so admits this includes officers, employees and agents.

2.4 A reference to the singular includes the plural and vice versa and each reference to a person includes reference to a legal entity including a corporation or organisation.

2.5 Headings are not included in the operative part of the Agreement and should not be used in interpretation of the Agreement.

2.6 Unless otherwise specified, a reference to a day means a calendar day.

2.7 References to statutes, regulations, ordinances or by-laws are deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.

3. Supplying and Ordering of Licensed Data

3.1 Supply of Licensed Data

3.1.1 The Licensed Data made available under this Agreement will be supplied according to the specifications in Schedules C and D.

3.1.2 Each party agrees to deliver at its own cost the Licensed Data as soon as is practicable following the execution of this Agreement.

3.1.3 Each party agrees to establish and maintain sufficient systems to ensure it retains the capacity to transfer the Licensed Data to the other party in accordance with the requirements of clause 3.1 of this Agreement for the term of this Agreement. This will be at each party's own cost.

3.1.4 A party may change the Specifications - Licensed Data in a Schedule C or D (for NRM&E a Schedule C and for the Sharer Party a Schedule D), including the format in which Licensed Data is supplied, from time to time.

3.2 Change in Licensed Data

3.2.1 If either party wishes to add to, delete from or otherwise amend a schedule (for NRM&E a Schedule C and for the Sharer Party a Schedule D) the interested party is to provide a proposed new schedule to the other party. If the other party consents to the proposed change the other party will sign the new schedule and return it to the interested party and the new schedule will form part of this Agreement, replacing the previous schedule.

3.3 Goods and Services Tax

- 3.3.1 Unless expressly included, the consideration for any supply made under or in connection with this Agreement does not include GST.
- 3.3.2 To the extent that any supply made under or in connection with this Agreement is a taxable supply, the consideration for that supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the supply.
- 3.3.3 As the consideration for the supplies made under this Agreement is non-monetary the parties have agreed the market value (GST inclusive) of that consideration. Each party agrees that this is the Value listed in Schedules C and D of this Agreement. Each party has also agreed that the supplies being made by that party to the other party are of equal value.
- 3.3.4 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable pursuant to any supply made under or in connection with this Agreement.

4. Ownership

- 4.1 Each party retains the ownership of and the Intellectual Property Rights in its own Licensed Data.
- 4.2 The party which creates a Licensed Data Product from Licensed Data owns the Licensed Data Product.

5. Obligations of Parties

5.1 Data Integrity

- 5.1.1 Where a party is the Recipient that party:
 - (i) must not corrupt or introduce any errors into the Licensed Data; and
 - (ii) must advise the Supplier party of any errors in the Licensed Data as they are identified.

5.2 Confidentiality

- 5.2.1 Both parties agree that Licensed Data is the valuable commercial information of the party which owns the Licensed Data.
- 5.2.2 Where a party is the Recipient that party agrees to provide access to the Licensed Data only to its employees and Consultants who need access for the purpose of the party exercising its rights under this Agreement. The party must take all reasonable steps to maintain and safeguard the security of the Licensed Data in its databases. The party must further ensure that its employees and Consultants maintain the security of the Licensed Data and use the Licensed Data solely for the purposes permitted under this Agreement.

5.3 Permitted Use

- 5.3.1 Where a party is the Recipient that party may do all and any of the following:
 - (i) Use the Licensed Data for its own internal business purposes. Where the Recipient is NRM&E, internal business purposes are restricted to those of the Department of Natural Resources, Mines and Energy and do not extend to supply to or use by other departments or agencies of the State of Queensland.
 - (ii) Combine the Licensed Data with other data owned by or licensed to the party to create Licensed Data Products, provided that nothing will derogate from the ownership of the Licensed Data.
 - (iii) Supply Licensed Data Products to third parties and, if the Recipient is NRM&E, other departments or agencies of the State of Queensland, subject to the terms and conditions in this Agreement.
 - (iv) Supply Licensed Data to Consultants provided that the Consultant has signed a written licence agreement in accordance with Schedule B of this Agreement.

5.4 Prohibited Use

- 5.4.1 Where a party is the Recipient that party:
 - (i) must not supply Licensed Data to any third party (except a Consultant who has signed a written licence agreement in accordance with Schedule B of this Agreement);
 - (ii) must not supply Licensed Data to any Consultant for Direct Marketing; and
 - (iii) must not use the Licensed Data or Licensed Data Products for Direct Marketing or with the intention of encroaching upon the privacy of an individual and must comply with the Privacy Laws.

5.5 Required Notices and Metadata

- 5.5.1 If a party is the Recipient the party must ensure that all copies of the Licensed Data and all Licensed Data Products display the relevant notice specified in Schedule B.
- 5.5.2 If a party is the Recipient the party must include metadata with the Licensed Data Product(s) and the metadata must incorporate as a minimum the metadata supplied with the Licensed Data.

5.6 Copying and storage of Licensed Data

5.6.1 If a party is the Recipient that party is permitted to make copies of the Licensed Data for the purpose of this Agreement and for security purposes. The copy for security purposes must not be used for any purpose other than providing security backup against loss of the original Licensed Data.

5.7 Enforcement

5.7.1 Each party must take all reasonable steps to enforce the terms and conditions specified in this clause 5.

6. Expiry or termination

6.1 The licence granted under this Agreement will take effect on and from the Commencement Date and will remain current until the Expiry Date unless terminated under this clause 6.

6.2 Either party may terminate this Agreement by giving the other party the amount of written notice specified in Schedule A as Termination Notice Period.

6.3 Without limiting the effect of any other clause in this Agreement, either party may terminate this Agreement immediately by notice in writing in any of the following circumstances:

6.3.1 The other party fails to perform any of its obligations or responsibilities under this Agreement.

6.3.2 The other party does any of the following: suspends payment of its debts; or is unable to pay its debts within the meaning in the Corporations Law; or becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency or administration including but not limited to an order or resolution for winding up or dissolution or appointment of a receiver, controller, administrator or liquidator; or ceases or threatens to cease conducting its business in the normal manner; being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; being a natural person, dies or becomes legally incompetent.

6.3.3 The party is the Supplier and becomes aware of any evidence of Direct Marketing by the Recipient party (or its Consultant(s)) involving the Supplier party's Licensed Data or Licensed Data Products made from the Supplier party's Licensed Data. The Supplier party must first give written notice to the Recipient party and provide the Recipient party with 14 days to respond to any allegation by the Supplier party that the Direct Marketing provisions of this Agreement have been breached.

6.4 Upon termination or expiry of this Agreement all of the following things will happen:

6.4.1 All rights granted by either party will cease immediately.

6.4.2 Each party must return the Licensed Data to the Supplier party and erase all copies from all forms of storage and provide a written certificate confirming this action.

6.4.3 Clauses 4 (Ownership), 5.2 (Confidentiality), 5.4 (iii) in relation to Licensed Data Products (Prohibited Use), and 8 (Warranty, Liability and Indemnity) will survive and continue to have full force and effect.

6.4.4 Any other rights the parties have against the other in respect of anything done or omitted by the parties under this Agreement will not be affected.

6.5 Notwithstanding anything contained in this Agreement, each party's sole remedy in the event of termination or purported termination of this Agreement by the other party (whether or not the other party has the right to terminate) is for damages (including interest) and each party agrees that the terminating party may plead this provision as a bar to any action.

7. Dispute Resolution

7.1 A party must not commence legal proceedings relating to this Agreement unless the party wishing to commence proceedings has complied with this clause 7. However, this clause 7 will not apply where a party seeks urgent interlocutory relief from a court.

7.2 If a dispute arises between the parties in respect of this Agreement (the 'Dispute') then the following procedure applies:

7.2.1 The party alleging the Dispute must notify the existence and nature of the Dispute to the other party involved in the Dispute within 7 days of the dispute arising (the 'Notification').

7.2.2 Upon receipt of a Notification, each party involved in the Dispute must appoint a senior representative with authority to resolve the Dispute, and those senior representatives must attempt in good faith to resolve the Dispute.

7.2.3 If the Dispute is not resolved as provided in clause 7.2.2 within 7 days of receipt of the Notification, then any party involved in the Dispute may refer the Dispute to mediation as provided in clause 7.2.4 and must do so before initiating proceedings in a court to resolve the Dispute.

7.2.4 Any Dispute which is referred to mediation must be mediated by a mediator appointed by the parties in accordance with rules agreed by the parties or, if the parties cannot agree on the appointment of a mediator or rules of mediation, a mediator appointed by and rules determined by the President, Queensland Law Society. The parties must attempt in good faith to resolve the Dispute at mediation.

7.2.5 The costs of any mediation conducted pursuant to clause 7.2.4 will be shared equally between the parties to the Dispute, unless the mediator determines otherwise.

7.2.6 If the Dispute is not resolved within 14 days of referral to mediation any party is free to initiate proceedings in a court in respect of the Dispute.

8. Warranty, liability and indemnity

8.1 Warranty

8.1.1 Both parties warrant that they have the right and authority to enter into and to grant the rights described in this Agreement and that the grant of any rights by one party to the other in accordance with this Agreement will not infringe the ownership rights, including Intellectual Property Rights, of any third party.

8.1.2 Each party supplies the Licensed Data at the other party's own risk. In particular, and without limitation, the parties do not warrant that the Licensed Data is current, accurate or complete and give no warranty as to the condition, quality or fitness of the Licensed Data for the other party's requirements.

8.1.3 Each party acknowledges and agrees that, in entering into this Agreement, it has not relied on any representations made by the other party. In particular, and without limitation, each party has not relied on any descriptions, illustrations or specifications contained in any document (including any catalogues or publicity material produced by the other party).

8.2 Exclusion of liability

8.2.1 Except for warranties expressly made in this Agreement, all conditions, warranties, undertakings or representations express or implied and whether arising by statute, general law or otherwise are, to the extent permitted by law, expressly excluded and the terms of this Agreement are the only terms and conditions applying. Where the law implies a warranty, each party expressly limits its liability under any such warranty to the replacement, or re-supply of any Licensed Data supplied under this Agreement.

8.2.2 Subject to clause 8.2.1, under no circumstances is either party (or its officers, employees or agents) liable to the other party for any direct, indirect or consequential loss or damage, howsoever caused (including, without limitation, sustained as a result of negligence), sustained in connection with this Agreement or the Licensed Data.

8.3 Indemnity

8.3.1 In respect of Licensed Data:

- (i) Where a party is the Supplier party it will indemnify the other party (the Recipient) against any claim by a third party in relation to infringement of that third party's Intellectual Property Rights in the Licensed Data.
- (ii) Where a party is the Recipient party it will indemnify the other party (the Supplier) from and against any loss or liability (including reasonable legal costs and expenses) incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where the loss or liability arose out of, in connection with, or in respect of the Recipient party's use of the Licensed Data.

8.3.2 In respect of Licensed Data Product(s) the owner of Licensed Data Product(s) under clause 4.2 of this Agreement will at all times indemnify and keep indemnified the other party from and against any loss or liability (including reasonable legal costs and expenses) incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding (including a claim for a breach of a person's Intellectual Property Rights) by any person against any of those indemnified where the loss or liability arose out of, in connection with, or in respect of the Licensed Data Products.

8.3.3 The indemnities in this section 8.3 will be granted irrespective of whether legal proceedings are instituted and the means, manner or nature of any settlement, compromise or determination. The indemnified party may recover a payment from the other party under this indemnity before it makes the payment in respect of which the indemnity is given.

9. General conditions

9.1 None of the conditions of this Agreement will be waived or deemed waived, except by notice in writing signed by the party waiving the right.

9.2 No agreement or understanding that varies or amends this Agreement will bind either party unless and until agreed to in writing by both parties.

9.3 This Agreement will be governed by and construed in accordance with the law of the State of Queensland.

9.4 Each party must give the other party such assistance and cooperation as is reasonably required for the performance of this Agreement.

9.5 This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements either oral or written between the parties with respect to the subject matter referred to in this Agreement.

9.6 Subject to the terms and conditions of this Agreement, neither this Agreement nor any rights granted under it may be assigned or sub-licensed in any manner whatsoever by a party, without the written consent of the other party.

9.7 Any provision, or part of a provision, of this Agreement that is illegal, unenforceable or partly unenforceable is, where possible to be severed to the minimum extent necessary to make this Agreement enforceable (unless this would materially change the intended effect of this Agreement).

9.8 A party is not and does not become a partner, employee or agent of the other party under this Agreement and must not allow itself to be represented as such. Further, a party who receives Licensed Data does not have the power or authority, directly or indirectly or through its employees or agents, to bind the other party to any agreement with a Consultant, or other third party or otherwise to contract, negotiate or enter into a binding relationship for or on behalf of the other party, or to make any representation on behalf of the other party.

9.9 Notices under this Agreement may be delivered by prepaid postage or certified mail, by hand, by fax transmission or by email transmission. Notices are deemed given 5 days after deposit in the mail with postage prepaid or certified, when delivered by hand, or if sent by fax or email transmission upon completion as evidenced by a fax or email transmission record. Where notice is given by fax or email the original document must be posted on the same day as the transmission is sent. The addresses for service of notices are listed in Schedule A.

9.10 Where the parties are not separate legal entities (eg where both are State Government Departments) these licence conditions operate as a memorandum of understanding. Notwithstanding that these licence conditions are not legally enforceable; both parties must perform their respective obligations and receive their respective benefits in good faith.

- 9.11 Each party reserves the right to exclude future supply of certain particulars forming part of the Licensed Data if the Chief Executive of that party is satisfied on reasonable grounds, that inclusion of the data may result in inappropriate use or disclosure. Further, that party may prohibit disclosure or limit distribution of certain particulars forming part of the Licensed Data.
- 9.12 If any restrictions or limitations on the supply or use of Licensed Data or Licensed Data Products are imposed by any future legislation or Government policy then each party agrees to comply with any such restrictions or limitations, including any restrictions or limitations relating to supply of Licensed Data or Licensed Data Products to any Licensee's Consultants or third parties. In this event the Supplier party may, at its discretion do all or any of the following:
 - 9.12.1 Modify the Licensed Data to conform to limitations or restrictions of disclosure or other limitations imposed.
 - 9.12.2 Withhold any parts of the Licensed Data that are in breach of legislation or expose the Supplier party to any sanctions.
- 9.13 In the event of any delay in the supply of Licensed Data by the Supplier caused by factors beyond the reasonable control of the Supplier:
 - 9.13.1 The Supplier will notify the other party as soon as reasonably possible.
 - 9.13.2 The Supplier must use its best endeavours to rectify the cause of the delay as soon as reasonably possible.
 - 9.13.3 The delay in supply is not a breach of any obligation under this Agreement.
- 9.14 Special Conditions to this agreement (if any) are contained in Schedule A.

Execution

Executed as an Agreement

NRM&E:

SIGNED for and on behalf of THE STATE OF QUEENSLAND)
by WAYNE FRY)
a Delegated Officer of the (print name))
DEPARTMENT OF NATURAL RESOURCES, MINES AND)
ENERGY (ABN 83 705 537 586))

W. B. Fry
(signature)

this 19 day of OCTOBER 2004
in the presence of:
GLENDA LAMBERT
Witness (print name)

G Lambert
(signature)

Sharer Party:

Executed and delivered under the Common Seal of)
Boulia Shire Council (ABN 20 492 088 398) by the Mayor)
and the Chief Executive Officer who certify they are the)
proper officers to affix the seal)

this 17th day of September 2004)
Trevor Jones)
Mayor - print name)

T. Jones
(signature)

Michelle McFadyen)
CEO - print name)

Michelle McFadyen
(signature)

Everard Blayman)
Witness - print name)

Everard Blayman
(signature)

Schedule A – Licence Number, Parties & Licensing Issues

1. Licence Number

Licence Agreement Number: SHR:2004/000403

2. Parties

NRM&E

Name: State of Queensland (Natural Resources, Mines & Energy)
ABN: 83 705 537 586
Address (for service of notices): Department of Natural Resources, Mines and Energy
Attn: Director Product Marketing
GPO Box 2454, Brisbane, QLD, 4001
Fax (for service of notices): (07) 3405 5567
Email Address (for service of notices): marketing@nrme.qld.gov.au
Contact Name: Wayne Fry (Director, Product Marketing)
Phone Number: (07) 3405 5552
Website: www.nrme.qld.gov.au

Sharer Party

Name: Boulia Shire Council
ABN: 20 492 088 398
Address (for service of notices): Cnr Herbert & Burke Street
BOULIA QLD 4829
Fax (for service of notices): (07) 4746 3136
Email Address (for service of notices): bouliasc@bigpond.com
Contact Name: Ms Michelle Mcfadyen
Phone Number: (07) 4746 3188
Website:

3. Dates / Termination & Renewal

Commencement Date: 01/09/2004

Expiry Date: Nil

Termination Notice Period: 6 months

4. Special Conditions

Nil

Schedule B - Notices

1. NRM&E Licensed Data Notices

All reproductions of Licensed Data provided by NRM&E, however altered, reformatted or redisplayed, must bear the following notice:

© The State of Queensland (Department of Natural Resources, Mines and Energy) [year]. The Department of Natural Resources, Mines and Energy gives no warranty in relation to the data (including accuracy, reliability, completeness or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data.

2. Sharer Party Licensed Data Notices

All reproductions of Licensed Data provided by the Sharer Party, however altered, reformatted or redisplayed, must bear the following notice:

© Boulia Shire Council [year]. The Boulia Shire Council gives no warranty in relation to the data (including accuracy, reliability, completeness or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data.

3. Licensed Data Product Notices

All Licensed Data Products based on Licensed Data [provided by NRM&E OR Sharer Party] must bear the following notice:

No warranty given in relation to the data (including accuracy, reliability, completeness or suitability) and no liability accepted (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. External contributors to data listed at www.nrme.qld.gov.au/products.OR [Council Website].

4. Consultant Notice Texts

Licensed Data Permitted Use Terms (Consultants)

Definitions

- **Direct Marketing** means one to one marketing, normally supported by a database, which uses one or more advertising media to effect a measurable response and/or transaction from a person (including a corporation or organisation) and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing and list brokering.
- **Licensed Data** means data that is owned by or licensed to [The State of Queensland (Department of Natural Resources, Mines and Energy) OR Sharer Party] and licensed to others under agreements.
- **Privacy Laws** means any legislation enacted by Federal or State agencies in relation to privacy ad includes the *Privacy Act 1988* (Cth) (see www.privacy.gov.au).

Ownership

I acknowledge that I have no rights of ownership in the Licensed Data. [The State of Queensland (Department of Natural Resources, Mines and Energy) OR Sharer Party] is the owner of the intellectual property rights including copyright in and to the Licensed Data or has the right to make it available under licence arrangements. External contributors to Licensed Data are listed on the website www.nrme.qld.gov.au/products OR [Council Website].

Liability

I acknowledge that [The State of Queensland (Department of Natural Resources, Mines and Energy) OR Sharer Party] gives no warranty in relation to the data (including accuracy, reliability, completeness or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data.

Permitted Use

- I will not use the Licensed Data for any purposes whatsoever other than the specific consultancy project that it was provided for.
- I will not use the Licensed Data with the intention of encroaching upon the privacy of an individual or for Direct Marketing and I will comply with the Privacy Laws.
- I will not distribute any Licensed Data supplied to me to any third party with the exception of subcontractors, provided that my subcontractors sign a written agreement with me that includes the terms in this agreement.
- Upon expiration or earlier termination of my consultancy agreement or if required to do so by the party I am consulting for I will return or destroy any copies of the Licensed Data in my possession.
- I agree to display the following notice on all reproductions of the Licensed Data, however altered, reformatted or redisplayed:
[Appropriate notice text either NRM&E Licensed Data notice:
© The State of Queensland (Department of Natural Resources, Mines and Energy) [year]. The Department of Natural Resources, Mines and Energy gives no warranty in relation to the data (including accuracy, reliability, completeness or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data.
OR Sharer Party Licensed Data notice:
© Boulia Shire Council [year]. Boulia Shire Council gives no warranty in relation to the data (including accuracy, reliability, completeness or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data.]

Schedule C – NRM&E Licensed Data and Specifications

1. Licence Number
Licence Agreement Number: SHR:2004/000403
2. Licensed Data – NRM&E

Dataset	Coverage	Supply Channel	Supply details	Update Frequency	Do special restrictions apply	Data Format	Datum	Dataset Contact
Comprehensive Digital Cadastral Data	LGA	Choice of one of following: <input type="checkbox"/> Through LGOnline infrastructure <input checked="" type="checkbox"/> Direct from NRM&E (email unless otherwise agreed)	Choice of one of following: <input checked="" type="checkbox"/> Reissue (complets data set) <input type="checkbox"/> Updates (available monthly only – changes from previous supply)	Choice of one of following: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	No	Choice of one of following: <input type="checkbox"/> QIF <input checked="" type="checkbox"/> MapInfo <input type="checkbox"/> ArcView <input type="checkbox"/> ArcInfo	Choice of one of following: <input checked="" type="checkbox"/> GDA 94 <input type="checkbox"/> MGA <input type="checkbox"/> AMG	Principal Cartographer Geographic Information Cadastral Information Services (07) 3896 3162
Street Address and Parcel Identifier	LGA	As per for comprehensive Digital Cadastral Data	Reissue	As per for comprehensive Digital Cadastral Data	No	ASC II Delimited File	Not applicable	Manager, Survey Infrastructure Services (07) 3896 3036

3. Specific Restrictions - Licensed Data

Nil

4. Specifications - Licensed Data

- Comprehensive Digital Cadastral Data – Metadata supplied with each supply
- Street Address and Parcel Identifier – "Data Transfer Format Specifications"

5. Value (GST Inclusive)

\$1,380

6. Signatures for Schedule C [for changes to Schedule C subsequent to Initial execution of Agreement]

NRM&E
Signature: _____

Sharer Party
Signature: _____

Signature Name: _____

Signature Name: M. G. M. FAOJEN

Date: _____

Date: 17/9/04

Template: Generic Sharer Licence 2004 v1.3

11

SHR:2004/000403

NRM&E Initials: W F

Sharer Party Initials: _____

Schedule D – Sharer Party Licensed Data and Specifications

1. **Licence Number**
Licence Agreement Number: SHR:2004/000403

2. **Licensed Data – Sharer Party**

Dataset	Coverage	Supply Channel	Supply details	Update Frequency	Do special restrictions apply	Data Format	Datum	Dataset Contact
Street Address and Parcel Identifier	LGA	As per for comprehensive Digital Cadastral Data from Schedule C	Reissue	As per for comprehensive Digital Cadastral Data from Schedule C	No	ASC II Delimited File	Not applicable	Esri, Auckland

3. **Specific Restrictions - Licensed Data**

Nil

4. **Specifications – Licensed Data**

- Street Address and Parcel Identifier – “Data Transfer Format Specifications”

5. **Value (GST inclusive)**

\$1,380

6. **Signatures for Schedule D: (for changes to Schedule D subsequent to initial execution of Agreement)**

NRM&E

Signature: _____

Signature Name: _____

Date: _____

Sharer Party

Signature: _____

Signature Name: MGM FADUEN

Date: 17/9/04

Template: Generic Sharer Licence 2004 v1.3

NRM&E Initials: W. F.

Sharer Party Initials: [Signature]

12

SHR:2004/000403

BOULIA SHIRE COUNCIL

Report for Ordinary Meeting held on 22nd October 2021

TITLE:	Finance Manager September 2021 Report	DOC REF: Item FM1
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REPORT BY:	Rahul Bhargava, Finance Manager	DATE: 16/10/2021
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CORPORATE PLAN REFERENCE:

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

PURPOSE: Financial Summary as at 30th September 2021.

Cash Position:

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

	30th September 2021	31st August 2021
Cash at Hand	16,258,439	15,247,835
Net Cash Equivalent (Debtors-Creditors)	1,173,066	3,633,436
Total	\$17,431,505	\$18,881,271

Income

- Total revenues to 30 September 2021 are \$4,863,760. This equates to approx. 64% of this year's budget.

Expenditure

- Operating expenses to 30 September 2021 are \$2,734,227. This equates to approx. 42% of this year's budget.

Liquidity

• CBA		\$ 304,654
• Floats		\$ 1,300
• Investments		
CBA At Call	0.10%	\$2,807,607
QTC	0.90%	\$13,144,878
		Total
		\$16,258,439

Additional Information on Cash Position

Cash Balance as at 30th September 2021 16,258,439

The following items need to be backed by cash:

Reserves 30 th June	2,328,551
Funded Depreciation	4,562,748
Funded Employee Entitlements - NC	223,484
Grant Funding (paid in advance)	513,334
Working Capital Cash	1,500,000
Capital Grants	2,601,826
Operating Result for 2021/2022	3,510,777
Less Capital Expenditure 2021/2022	(3,167,060)
	<u>12,073,661</u>

Uncommitted Cash 30th September 2021 4,184,779

Aged Debtors 30th September 2021

DEBTOR	90+	60	30	CURRENT	PRE-PAID	BALANCE
	\$4817.76	-	\$1519.75	\$595,278.32	\$(7741.63)	\$593,874.20

90+ Days Outstanding

For this month, amounts greater than 90+ days total \$4,817.76
\$4,469.06 have been referred to Council's external Collection Agency.
\$348.70 are under a payment arrangement.

Rates 30th September 2021

Total Outstanding **\$486,158.07**

RATES	3 Years +	2 Years	1 Year (20-21)	Current Year (21-22)	In Credit (pre-paid OR Water & Gravel Compensation)	Total Outstanding
Urban	\$ 60,885.50	\$24,772.92	\$ 47,800.38	\$ 41,625.81	-\$ 6,890.92	\$ 168,193.69
Rural	-	\$ 13.77	\$148,196.14	\$ 200,046.20	-\$ 51,030.10	\$ 297,226.01
Mining	-	\$ 5,230.50	\$ 11,117.64	\$ 4,390.23	\$ -	\$ 20,738.37
	\$ 60,885.50	\$30,017.19	\$207,114.16	\$ 246,062.24	-\$ 57,921.02	\$ 486,158.07

CREDITORS 30th September 2021 \$29,258.81

BOULIA SHIRE COUNCIL
Income Statement
For the period ended 30th September 2021

2021/2022 Actual

Income	
Revenue	
Recurrent Revenue	
Net rate and utility charges	716,787
Fees and charges	105,360
Rental income	61,356
Interest received	23,314
Sales - contract and recoverable works	1,766,642
Other Income	39,917
Grants, subsidies, contributions and donations	949,528
Total Recurrent Revenue	3,662,904
Capital Revenue	
Grants, subsidies, contributions and donations	2,601,826
Total Capital Revenue	2,601,826
Total Revenue	6,264,730
Total Income	6,264,730
Expenses	
Recurrent Expenses	
Employee benefits	(843,044)
Materials & Services	(1,900,565)
Finance Costs	(10,344)
Depreciation	
Total Recurrent Expenses	(2,753,953)
Total Expenses	(2,753,953)
Net Result Attributable to Council	3,510,777

BOULIA SHIRE COUNCIL
Balance Sheet
For the period ended 30th September 2021

2021/2022 Actual

Current Assets		
Cash and cash equivalents		16,258,439
Trade and other receivables		1,258,141
Inventories		448,411
Total Current Assets		17,964,991
Non-current Assets		
Property, plant and equipment		196,594,688
Total Non-current Assets		196,594,688
TOTAL ASSETS		214,559,679
Current Liabilities		
Trade and other payables		85,075
Borrowings		(42,981)
Provisions		(1,234,228)
Contract Liabilities		(2,221,197)
Total Current Liabilities		(3,413,331)
Non-current Liabilities		
Borrowings		(954,533)
Provisions		(223,484)
Total Non-current Liabilities		(1,178,017)
TOTAL LIABILITIES		(4,591,348)
NET COMMUNITY ASSETS		209,968,331
Community Equity		
Asset revaluation reserve		110,690,860
Retained surplus		99,277,471
TOTAL COMMUNITY EQUITY		209,968,331

BOULIA SHIRE COUNCIL
Statement of Cash Flows
For the period ended 30th September 2021

2021/2022 Actuals

Cash Flows from Operating activities:

Receipts from customers	351,991
Payments to suppliers and employees	<u>(4,333,691)</u>
	(3,981,700)
Interest received	23,314
Rental income	61,356
Non-capital grants and contributions	2,680,455
Borrowing costs	<u>(10,344)</u>
Net Cash Inflow (Outflow) from Operating Activities	(1,226,919)

Cash Flows from Investing activities:

Payments for property, plant and equipment	<u>(3,167,060)</u>
Proceeds from sale of property, plant and equipment	-
Grants, subsidies, contributions and donations	<u>2,601,826</u>
Net Cash Inflow (Outflow) from Investing activities	(565,234)

Cash Flows from Financing activities

Repayment of borrowings	<u>(13,380)</u>
Net Cash Inflow (Outflow) from Financing activities	(13,380)

Net Increase (Decrease) in Cash and Cash Equivalents held	<u>(1,805,533)</u>
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Cash and Cash Equivalents at beginning of Reporting period	18,063,972
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Cash and Cash Equivalents at end of Reporting period	<u>\$16,258,439</u>
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CONSULTATION: Nil

GOVERNANCE IMPLICATIONS: Nil

RECOMMENDATION:

That the Finance Report for September 2021 Report be received for information.

DOCUMENTS TO BE TABLED:

Nil

Reviewed & approved by Director of Corporate Services	Mrs Kaylene Sloman
Approved by Chief Executive Officer	Ms Lynn Moore

BOULIA SHIRE COUNCIL

Report for Ordinary Meeting held on 22nd October 2021

TITLE:	Budget Review to 30 th September 2021	DOC REF: Item FM2
REPORT BY:	Rahul Bhargava Finance Manager	DATE: 18/10/2021
CORPORATE PLAN REFERENCE: 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		
PURPOSE: To provide a Budget Review to 30 th September 2021 based on trends to date.		
CONTENT: The attached budget review has been completed based on the best estimate of income and expenditure as known to 30 th September 2021 The review examines each line item and highlights changes based on trend or known variations as approved by Council, or anticipated based on best estimate. A short comment against each item provides a brief outline of the basis for the revision and the summary on the last page provides an overall anticipated result, based on the information current at the time of preparation. The budget review is recommended to Council for adoption.		
CONSULTATION: Nil		
GOVERNANCE IMPLICATIONS: Revision of the budget requires Council endorsement.		
RECOMMENDATION: That the Budget Review to 30 th September 2021, as presented to Council, be received and that the revised budget variations as shown be adopted.		
ATTACHMENTS: 1. Attachments Distributed Under Separate Cover [9.3.4.1 - 1 page] These documents will be tabled at the Council Meeting.		
Reviewed and Approved by Director Corporate Services	Ms Kaylene Sloman	
Approved by Chief Executive Officer	Ms Lynn Moore	

**The Attachments for the Budget Review 30 September 2021 will be presented
at the Council Meeting on 22 October 2021.**

9.4 Community Services

TITLE:	Community Services September 2021 Report	DOC REF: 9.4.1
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REPORT BY:	Julie Woodhouse Community Services Manager	DATE: 14/10/2021
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CORPORATE PLAN REFERENCE:

Key Priority 1: Social License

1.1: Enhance sporting, recreational & cultural facilities and activities

1.1.1: Build a strong sense of community by supporting local groups and organisations

Key Priority 1: Social License

1.2: Respecting our culture and heritage

1.2.1: To capture, preserve and promote the heritage and diverse cultures of our region

1.2.2: To promote the heritage, arts and cultures of our communities

Key Priority 3: Economic Development

3.1: Facilitate housing and investment to support employment opportunities

3.1.1: Promote decentralisation and the opportunity to invest in community housing

3.1.2: Council housing is sustainable and is suitable to meet demands

Key Priority 6: Lifestyle and Community

6.1: Facilitate opportunities for community development

6.1.1: Facilitate health and medical service provision for Boulia and Urandangi

6.1.2: Assist local community groups and support local events

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

RISK MANAGEMENT:

Information Report only - not applicable.

PURPOSE:

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

CONTENT:

Current housing available:

<u>ACTIVITY</u>	<u>Number</u>
Total houses available for occupation currently	1
Total units available (includes 3 pensioner units)	0
Total Council units are always kept vacant for use by visiting professionals	0
Total Council furnished units being used by contractors	1
Houses / units being renovated / painted	3
Formal applications for rental for September	1
Enquiries re housing availability for September	1

Housing:

A new staff member has moved into the house in Hamilton Street which had been water damaged from a burst flexi-hose.

Furniture has been bought for the house which will be at 27 Pituri Street and we will also have spare furniture ready for other housing as needed.

Tenant exits:

The new Racecourse house has arrived and is ready for occupation when staff employed.

Tourism:

Two interviews were done with the ABC and the Longreach Leader on the success of our Tourism operations in the past 12 months.

We continued to see more visitors than normal in our tourist centres and I think this will be the story for some years to come.

Media:

- Michaella will shortly be uploading the first interviews done with local on why Boulia is a great place to live, the next ones will discuss why it is a good place to work in.

Grants:

- We were unsuccessful in acquiring the funding from the 'Looking after Country' grant program. We did not meet the key criteria of employment for Indigenous people such as rangers for example and just doing a river walk was not enough to get us over the line for this funding.

Community:

- A nomination was put forward for the NQ Sports Star awards for Mari Gundersen for her many years of service to golf and horse racing in Boulia. There were no community nominations this year for the sport star awards so this was done in-house on advisement from NQ Sports Foundation.
- A nomination for the LGAQ Alison Woolley award for community service in the fight against domestic violence was submitted for Councillor Jan Norton.
- The 'Why leave Town' credit cards have been loaded and are being sent to us so we start this project before Christmas.
- 300 LED torches have been bought from the Get Ready funding to be given to every household in the Boulia Shire.

CONSULTATION:

Nil

GOVERNANCE IMPLICATIONS:

Nil

RECOMMENDATION:

That the Community Services September 2021 report be received for information.

ATTACHMENTS: Nil

Reviewed by Community Services Manager

Mrs Julie Woodhouse

Approved by Chief Executive Officer

Ms Lynn Moore

TITLE:	September Library Report	DOC REF: 9.4.2
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REPORT BY:	Tarsha Shaw	DATE: 18/10/2021
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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

1.1.2: Liaise and work with community groups and organisations in attracting funding and/or providing support where appropriate

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

Key Priority 1: A strong supportive community environment

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

RISK MANAGEMENT:

Information Report only - not applicable.

PURPOSE:

To update Council on the visitations and activities in the Library

CONTENT:

Bouliia Shire Council provides a well-appointed Library facility which is open 5 days per week from 09:45am – 1:00pm

ACTIVITY	CUSTOMER VOLUME - per month
Library visitors	175
Wi Fi	26
Number of new members - local	0
Tourist Member	0

LIBRARY ACTIVITIES

This month we have be holding our First 5 Forever program twice a week. We have a regular attending group now forming.

We held a school holiday program at the library which included games and craft

Re; Covid 19, appropriate arrangements remain in place keeping with Queensland Health Regulations.

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2020	240	124	125	0	32	55	108	108	111	195	147	67
2021	42	78	48	73	109	102	75	20	175			

CONSULTATION:

Nil

GOVERNANCE IMPLICATIONS:

Nil

RECOMMENDATION:

That Council receives the September 2021 Library Report for information.

ATTACHMENTS: Nil

Reviewed by Community Services Manager

Mrs Julie Woodhouse

Approved by Chief Executive Officer

Ms Lynn Moore

TITLE:	Min Min Encounter September 2021 Report	DOC REF: 9.4.3
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REPORT BY:	Roni Harris Tourism Officer	DATE: 18/10/2021
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CORPORATE PLAN REFERENCE:

Key Priority 1: Social License

1.2: Respecting our culture and heritage

1.2.1: To capture, preserve and promote the heritage and diverse cultures of our region

1.2.2: To promote the heritage, arts and cultures of our communities

Key Priority 3: Economic Development

3.4: Promote tourism as an economic driver for the shire

3.4.1: All opportunities used to increase the shires exposure to the tourism market

Key Priority 6: Lifestyle and Community

6.1: Facilitate opportunities for community development

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

RISK MANAGEMENT:

Information Report only - not applicable.

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 September 2021	\$20,092.00
MME Visitor Stats for September 2021	1179
MME Show Stats for September 2021	545
BHC Stats for September 2021	379

Social Media Statistics for September 2021:

Page	Page Likes	Reached	Shares
Min Min Encounter	2534	6000	365

REPORT ON ACTIVITIES HELD FOR SEPTEMBER 2021

September has seen a drop in visitor numbers and sales compared to last month which is a little disappointing. We only had a small number of families during the school holidays although the older demographic of seniors was well represented.

Our sales figures for September compare well with previous years. For the 9-month January to September period 2021 we are showing a total of \$201,531.10 compared to the next best years of 2018 \$163,696 and 2019 \$156,749 although we are still dealing with border closures and disrupted travel plans.

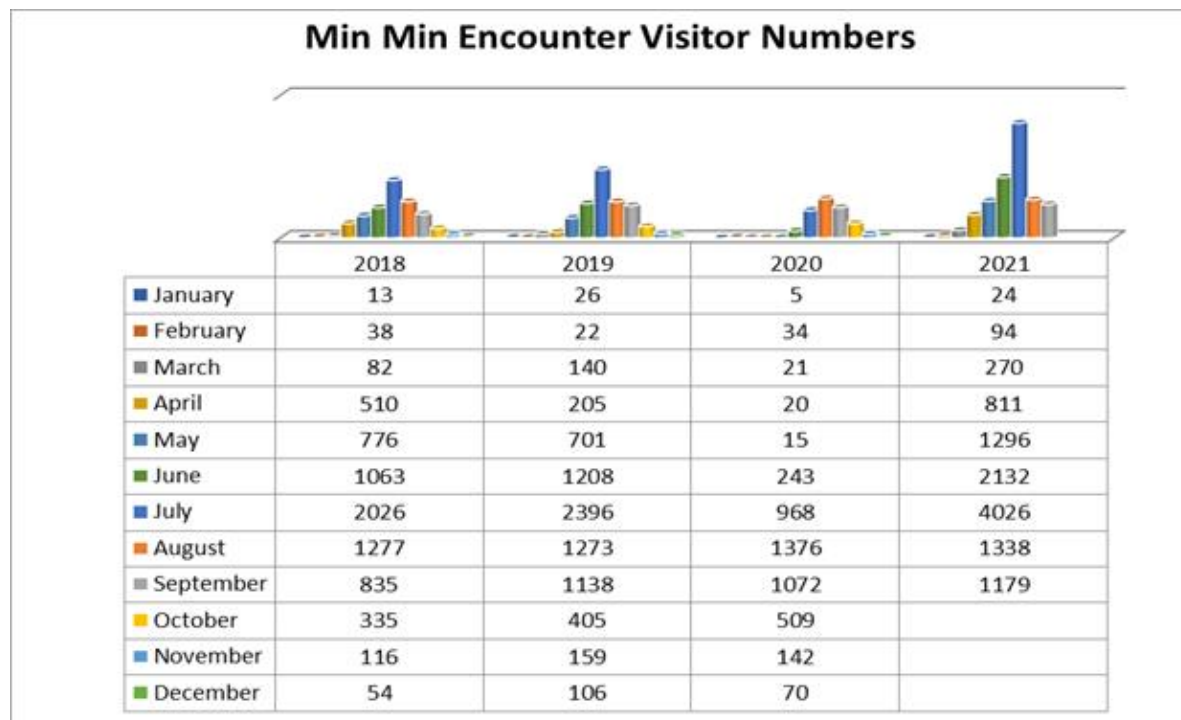
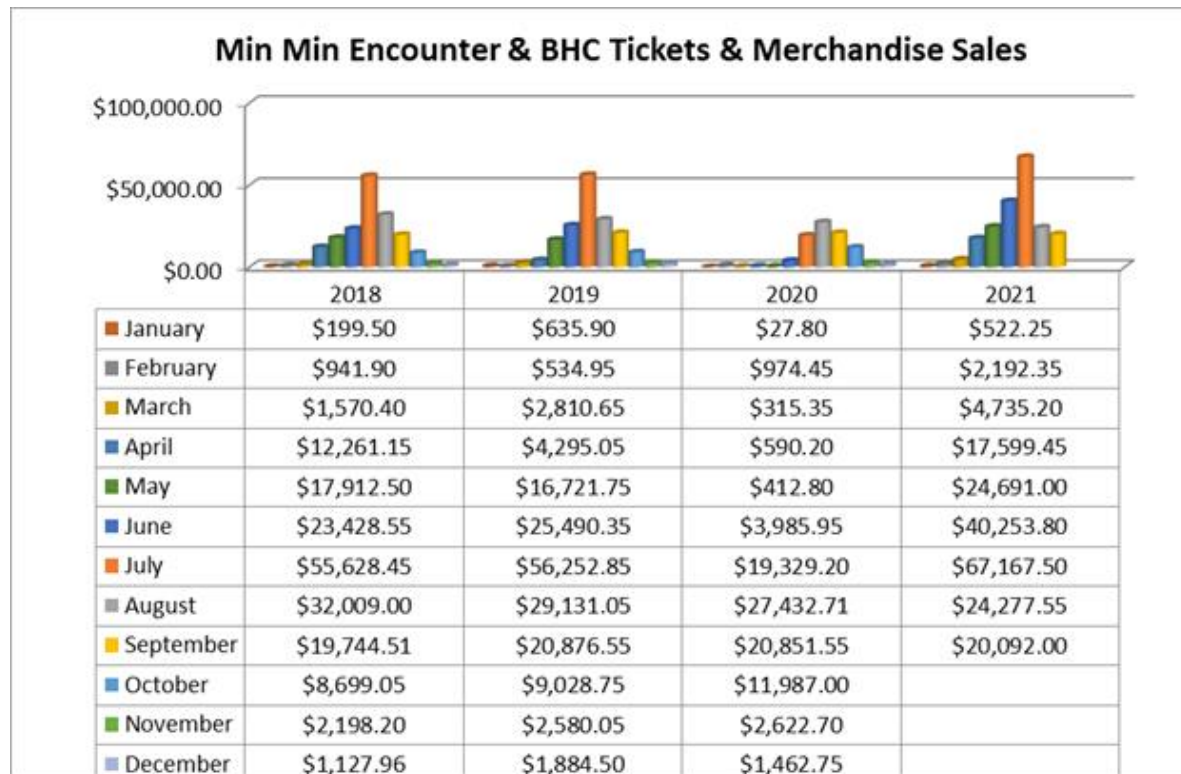
We were disappointed to have both our tour groups cancel this month due to border closures.

We have noticed that most of the 1179 visitors for September were Queenslanders and those from the southern states were heading home as soon as the borders will allow. The break-up of state representation is: QLD (862), NSW (92), VIC (88), SA (65).

Preparation for the scheduled October renovations has commenced with the removal of the Dodge and the partition wall as well as other cosmetic changes had an impact on the Min Min Encounter with some days lost to construction.

Our Covid Safe process continues to meet requirements and most visitors are happy to comply.

We continue to supply information on road and border passes but as numbers are dropping off and the weather changing this may diminish in the coming months.



CONSULTATION:

Nil

GOVERNANCE IMPLICATIONS:

Nil

RECOMMENDATION:

That the Min Min Encounter September 2021 Report be received for information.

ATTACHMENTS: Nil

Reviewed by Community Services Manager

Mrs Julie Woodhouse

Approved by Chief Executive Officer

Ms Lynn Moore

10 Late Reports

Nil

11 Closed Session

In accordance with the *Local Government Regulation 2012* (254J (3)), Closed Sessions of Council are not open to the public and may be closed for the following reasons:

- (a) the appointment, discipline or dismissal of the chief executive officer;
- (b) industrial matters affecting employees;
- (c) the local government's budget;
- (d) rating concessions;
- (e) legal advice obtained by the local government or legal proceedings involving the local government including, for example, legal proceedings that may be taken by or against the local government;
- (f) matters that may directly affect the health and safety of an individual or a group of individuals;
- (g) negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government;
- (h) negotiations relating to the taking of land by the local government under the Acquisition of Land Act 1967;
- (i) a matter the local government is required to keep confidential under a law of, or formal arrangement with, the Commonwealth or a State.

12 General Business

This item on the agenda allows Councillors to raises any other general business matters for discussion or future consideration.