

# Ordinary Meeting Agenda

To be held at McKinlay Shire Council, Boardroom  
29 Burke Street, Julia Creek, Queensland 4823

Tuesday 27<sup>th</sup> August 2019, 9:00am

Notice is hereby given that an Ordinary Meeting will be held at the Council Chambers,  
Civic Centre, Julia Creek on 27<sup>th</sup> August 2019 at 9:00am.

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## **1. OPENING BUSINESS**

All Councillors having signed the Attendance Book, the Mayor declared the meeting open.

## **2. ATTENDANCE**

Mayor: Cr. B Murphy

Members: Cr. N Walker, Cr. S Royes, Cr. P Curr, Cr. J Fegan

### Staff:

Chief Executive Officer, Mr. Des Niesler

Director of Corporate and Community Services, Ms. Tenneil Cody

Director Engineering, Environment and Regulatory Services, Mr. David McKinley

Other people in attendance:

Apologies:

## **3. DECLARATION OF CONFLICT OF INTEREST**

## **4. CONFIRMATION OF MINUTES**

That the Minutes of the July Ordinary Meeting on 16<sup>th</sup> July 2019 be confirmed.

That the Minutes of the August Special Meeting on 9<sup>th</sup> August 2019 be confirmed.



# MCKINLAY SHIRE COUNCIL

***UNCONFIRMED MINUTES***

OF THE

**ORDINARY MEETING OF COUNCIL**

HELD AT THE

BOARDROOM, CIVIC CENTRE  
JULIA CREEK

**16<sup>th</sup> July 2019**



## ORDER OF BUSINESS

1. Opening
2. Attendance
3. Declaration of Conflict of Interest
4. Confirmation of Minutes
- 4.2 Business Arising out of minutes of previous Meeting

### **5. ENGINEERING SERVICES**

- 5.1 Engineering Works Monthly Report

### **6. ENVIRONMENTAL & REGULATORY SERVICES REPORT**

- 6.1 Environmental & Regulatory Services Monthly Report
- 6.2 Making of Local Law
- 6.3 Local Laws & Littering

### **7. COMMUNITY SERVICES REPORT**

- 7.1 Community Services Monthly Report

### **8. CORPORATE SERVICES REPORT**

- 8.1 Corporate Services Monthly Report
- 8.2 Seek to Acquire or Sell Land for Overdue Rates Charges

### **9. CHIEF EXECUTIVE OFFICERS REPORT**

- 9.1 CONFIDENTIAL Deed of Assignment re Plant Hire No. 171801
- 9.2 Tender Consideration Plan – Plant Hire
- 9.3 CCTV Policy
- 9.4 Grids and Gates Policy
- 9.5 Small Business Grants Policy and Procedure
- 9.6 Acquisition of Dirt 'n' Dust Venue Lot 18-19
- 9.7 Councillors LGAQ Motions
- 9.8 LATE – Delegations to the CEO
- 9.9 LATE – Office of the Coordinator-General Correspondance
- 9.10 LATE – Reserves Under Trusteeship of Hughenden District Improvement Board
- 9.11 LATE – Lot 56 on Crown Plan EN24 – Reserve for tank purposes

### **10. WORKPLACE HEALTH AND SAFETY**

- 10.1 Workplace Health and Safety Monthly Report

### **11. MEMBERS BUSINESS**

### **12. CLOSE**

**1. OPENING BUSINESS** ▲

All Councillors having signed the Attendance Book, Deputy Mayor Neil Walker declared the meeting open at 9:10am.

**2. ATTENDANCE** ▲

**Deputy Mayor:** Cr. N Walker

**Members:** Cr. P Curr, Cr. S Royes, Cr. J Fegan

**Staff:**

Chief Executive Officer, Mr. Des Niesler

Director of Corporate and Community Services, Ms. Tenneil Cody

Director of Engineering, Environmental & Regulatory Services, Mr. David McKinley

Executive Assistant, Ms. Maggie Rudolph

**Other people in attendance:**

Nil

**Apologies:**

Mayor: Cr. B Murphy

**3. DECLARATION OF CONFLICT OF INTEREST** ▲**Cr. P. Curr**

1. I declare that I have a Conflict of Interest in the matter of item 9.5 as defined by section 175D of the *Local Government Act 2009* as follows:

- a) My sister-in-law, Amanda Stevens is the owner of Gravel & Grace which would stand to gain a benefit or suffer a loss depending on the outcome of Council's consideration of this matter
- b) The gain or loss is due to Gravel & Grace being a small business that would qualify for the small business grant
- c) My relationship with Amanda Stevens is she is my sister-in-law

**Cr. J. Fegan**

1. I declare that I have a Material Personal Interest in the matter of item 9.5 as defined by section 175B of the *Local Government Act 2009* as follows:

- a) My spouse Trevor Fegan and I Janene Fegan are directors of Marwill Pty Ltd which would stand to gain a benefit or suffer a loss depending on the outcome of Council's consideration of this matter
- b) The gain or loss is due to Marwill being a small business that would qualify for the small business grant
- c) My relationship with Trevor Fegan is he is my husband

**Cr. S. Royes**

1. I declare that I have a Conflict of Interest in the matter of item 9.5 as defined by section 175D of the *Local Government Act 2009* as follows:

- a) I Shauna Royes am an employee of Booth Rural which would stand to gain a benefit or suffer a loss depending on the outcome of Council's consideration of this matter
- b) The gain or loss is due to Booth Rural being a small business that would qualify for the small business grant
- c) My relationship with Booth Rural is that they are my employer

**4. CONFIRMATION OF MINUTES** ▲

Confirmation of Minutes of the Ordinary Meeting of Council held on 18<sup>th</sup> June 2019.

**RECOMMENDATION**

That the Minutes of the Ordinary Meeting of Council held on 18<sup>th</sup> June 2019 be confirmed.

**Resolution No. 001/1920**

The Minutes of Ordinary Meeting of Council held on 18<sup>th</sup> June 2019 are confirmed, after amending the General Business notes.

Moved Cr. S. Royes

Seconded Cr. P. Curr

CARRIED 4/0

**4.2 BUSINESS ARISING FROM PREVIOUS MINUTES** ▲

**CEO Des Niesler** - Notes item 9.2 Road Access Policy, of page 8 in the June Unconfirmed Minutes – he has brought this back to Council for resolution.

**Cr. Janene Fegan** – Has more signs to mention that are faded and in need of replacing, regarding Members Business and Engineering in the June Unconfirmed Minutes.

**5. ENGINEERING SERVICES** ▲**5.1 Engineering Works Report**

Council is presented with the Engineering Works Report, which outlines the general activities, revenue and expenditure for the department for the period of June 2019.

**RECOMMENDATION**

That Council receives the June 2019 Engineering Works Report.

**Resolution No. 002/1920**

Council receives the June 2019 Engineering Works Report.

Moved Cr. J. Fegan

Seconded Cr. P. Curr

CARRIED 4/0

**6. ENVIRONMENTAL AND REGULATORY SERVICES** ▲**6.1 Environmental and Regulatory Services Report**

Council is presented with the monthly Environmental and Regulatory Services Report, which outlines the general activities, revenue and expenditure for the department for the period of May 2019.

**RECOMMENDATION**

That Council receives the June 2019 Environmental and Regulatory Services Report.

**Resolution No. 003/1920**

Council receives the June 2019 Environmental and Regulatory Services Report.

Moved Cr. P. Curr

Seconded Cr. J. Fegan

CARRIED 4/0

## 6.2 Making of Local Laws

Council has completed its consultation with the public regarding its proposed local laws and subordinate local laws. One properly made submission was received. Council has received correspondence from the Chief Executive of the Department of Transport & Main Roads detailing the written agreement between the parties about the application of the Local Laws to state-controlled roads in Council's local government area. A copy of this letter is to be displayed on Council's website. Council are to amend Subordinate Local Law No 1 (Administration) 2019 to reflect the content of the written agreement of the chief executive.

Considering all the steps have been made Council are now at the position to proceed with the making of, actually make each proposed local law and subordinate law as advertised, but:-

- Note the content of various public interest test reports and implement the recommendations of each public interest test report
- Amend all local laws and subordinate local laws in omission of each reference of 2018 to 2019
- Also amended, in the case of subordinate local law No 1 (administration) 2019 to ensure constancy with the written agreement of the Chief Executive

### RECOMMENDATION

Council resolves to—

- a) having considered the content of a public interest test report in relation to anti-competitive provisions contained in each of Local Law No. 1 (Administration) 2018 and Subordinate Local Law No. 1 (Administration) 2018 – note the content of the public interest test report and implement the recommendations of the public interest test report; and
- b) having considered the content of a public interest test report in relation to anti-competitive provisions contained in each of Local Law No. 2 (Animal Management) 2018, Subordinate Local Law No. 2 (Animal Management) 2018 and Subordinate Local Law No. 1 (Administration) 2018 (prescribed activity keeping of animals) – note the content of the public interest test report and implement the recommendations of the public interest test report; and
- c) having considered the content of a public interest test report in relation to anti-competitive provisions contained in each of Local Law No. 3 (Community and Environmental Management) 2018 and Subordinate Local Law No. 3 (Community and Environmental Management) 2018 – note the content of the public interest test report and implement the recommendations of the public interest test report; and
- d) proceed with the making of, and make, local laws which incorporate model local laws, as listed in schedule 1 (as advertised, but amended by the omission of each reference to '2018', and the insertion instead of a reference to '2019'); and
- e) proceed with the making of, and make, each proposed subordinate local law listed in schedule 2 as advertised, but amended as follows—
  - i) by the omission of each reference to '2018', and the insertion instead of a reference to '2019'; and
  - ii) Subordinate Local Law No. 1 (Administration) 2019, schedule 5, sections 1 and 2 —

omit, insert—

'The State-controlled roads to which the authorising local law applies are Flinders Highway, Goldring Street, Landsborough Highway, Kynuna (including 1km either side of the town) and Landsborough Highway, McKinlay (including 1km either side of the town).

The application of the authorising local law to the State-controlled roads is subject to the following limitations —

the chief executive's written agreement under the Transport Operations (Road Use Management) Act 1995, section 66(5)(b), relates only to activities listed under section 66(3)(a), (b), (c) and (f);

a public liability insurance policy held by the applicant for an activity on a State-controlled road must clearly state the State of Queensland acting through the Department of Transport and Main Roads (TMR) as a "Named Party" or Interest Noted;

if an approval is issued by the local government, the local government is responsible for all aspects of compliance and enforcement;

each application for an approval must be referred, by the local government, to TMR for comment;

the local government must provide a reasonable time frame for TMR to consider, and comment on, each application;

the local government may only issue an approval for a maximum period of 1 year;

each application to renew or extend an approval must be referred to TMR for comment.

Section 4 applies if—

an application for the undertaking of a prescribed activity includes footpath dining or roadside vending; and

the prescribed activity is to be undertaken on a State-controlled road to which the authorising local law applies; and

the authorising local law and this subordinate local law do not specify requirements for the undertaking of the prescribed activity or the requirements of the authorising local law and this subordinate local law are of a lesser standard.

The undertaking of the prescribed activity must be assessed as follows—

roadside vending and footpath dining must be assessed by the local government against, at a minimum, the specific permission criteria outlined in the Roadside Vending on State-controlled Roads – Technical Assessment Guide;

footpath dining must be assessed by the local government against, at a minimum, the specific permission criteria outlined in the Footpath dining on State-controlled Roads — Self Assessment Guideline.

For the prescribed activity of the installation of advertising devices —

the application of the authorising local law to the State-controlled roads is limited to the following—

footway signs;

real estate signs;

charity prize home devices;

roadside vendor signs (including signs about cars for sale on State-controlled roads); and

while the local government may impose additional requirements for an advertising device within the boundaries of the State-controlled roads, where the local government does not have conditions or where the local government's standard approval conditions are of a lesser standard, the advertising devices referred to in paragraph (a) shall be subject to the specific permission criteria outlined in the Roadside Advertising Manual 2017, as reviewed from time to time, by the Department of Transport and Main Roads; and

agreement has not been given by the chief executive for the local government to manage other types of advertising devices, for example, electronic and static billboards and static illuminated advertising devices on street name signs as outlined in the Roadside Advertising Manual 2017.'.

iii) Subordinate Local Law No. 1 (Administration) 2019, schedule 8, section 1, after 'and roads'— insert—

'If the prescribed activity is to be undertaken on a State-controlled road identified in schedule 5, section 1 —

for the Transport Operations (Road Use Management) Act 1995, section 66(5)(b), the chief executive's written agreement is detailed in a letter to the local government dated 8 April, 2019; and

relevantly, the written agreement is detailed in schedule 5, sections 1 to 4.’

- iv) Subordinate Local Law No. 1 (Administration) 2019, schedule 10, section 1, after ‘advertising devices’—

insert—

‘If the prescribed activity is to be undertaken on a State-controlled road identified in schedule 5, section 1 —

(a) for the Transport Operations (Road Use Management) Act 1995, section 66(5)(b), the chief executive’s written agreement is detailed in a letter to the local government dated 8 April, 2019; and

(b) relevantly, the written agreement is detailed in schedule 5, sections 1, 2 and 5.’

#### **SCHEDULE 1**

1. Model Local Law No. 1 (Administration) 2010, to be known as Local Law No. 1 (Administration) 2019;
2. Model Local Law No. 2 (Animal Management) 2010, to be known as Local Law No. 2 (Animal Management) 2019;
3. Model Local law No. 3 (Community and Environmental Management) 2010, to be known as Local Law No. 3 (Community and Environmental Management) 2019;
4. Model Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads) 2010, to be known as Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads) 2019.

#### **SCHEDULE 2**

1. Subordinate Local Law No. 1 (Administration) 2019;
2. Subordinate Local Law No. 2 (Animal Management) 2019;
3. Subordinate Local Law No. 3 (Community and Environmental Management) 2019;
4. Subordinate Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads) 2019.

#### **Resolution No. 004/1920**

Council resolves to—

- f) having considered the content of a public interest test report in relation to anti-competitive provisions contained in each of Local Law No. 1 (Administration) 2018 and Subordinate Local Law No. 1 (Administration) 2018 – note the content of the public interest test report and implement the recommendations of the public interest test report; and
- g) having considered the content of a public interest test report in relation to anti-competitive provisions contained in each of Local Law No. 2 (Animal Management) 2018, Subordinate Local Law No. 2 (Animal Management) 2018 and Subordinate Local Law No. 1 (Administration) 2018 (prescribed activity keeping of animals) – note the content of the public interest test report and implement the recommendations of the public interest test report; and
- h) having considered the content of a public interest test report in relation to anti-competitive provisions contained in each of Local Law No. 3 (Community and Environmental Management) 2018 and Subordinate Local Law No. 3 (Community and Environmental Management) 2018 – note the content of the public interest test report and implement the recommendations of the public interest test report; and
- i) proceed with the making of, and make, local laws which incorporate model local laws, as listed in schedule 1 (as advertised, but amended by the omission of each reference to ‘2018’, and the insertion instead of a reference to ‘2019’); and
- j) proceed with the making of, and make, each proposed subordinate local law listed in schedule 2 as advertised, but amended as follows—
  - i) by the omission of each reference to ‘2018’, and the insertion instead of a reference to ‘2019’; and
  - ii) Subordinate Local Law No. 1 (Administration) 2019, schedule 5, sections 1 and 2 —

omit, insert—

‘The State-controlled roads to which the authorising local law applies are Flinders Highway, Goldring Street, Landsborough Highway, Kynuna (including 1km either side of the town) and Landsborough Highway, McKinlay (including 1km either side of the town).

The application of the authorising local law to the State-controlled roads is subject to the following limitations —

the chief executive’s written agreement under the Transport Operations (Road Use Management) Act 1995, section 66(5)(b), relates only to activities listed under section 66(3)(a), (b), (c) and (f);

a public liability insurance policy held by the applicant for an activity on a State-controlled road must clearly state the State of Queensland acting through the Department of Transport and Main Roads (TMR) as a “Named Party” or Interest Noted;

if an approval is issued by the local government, the local government is responsible for all aspects of compliance and enforcement;

each application for an approval must be referred, by the local government, to TMR for comment;

the local government must provide a reasonable time frame for TMR to consider, and comment on, each application;

the local government may only issue an approval for a maximum period of 1 year;

each application to renew or extend an approval must be referred to TMR for comment.

Section 4 applies if—

an application for the undertaking of a prescribed activity includes footpath dining or roadside vending; and

the prescribed activity is to be undertaken on a State-controlled road to which the authorising local law applies; and

the authorising local law and this subordinate local law do not specify requirements for the undertaking of the prescribed activity or the requirements of the authorising local law and this subordinate local law are of a lesser standard.

The undertaking of the prescribed activity must be assessed as follows—

roadside vending and footpath dining must be assessed by the local government against, at a minimum, the specific permission criteria outlined in the Roadside Vending on State-controlled Roads – Technical Assessment Guide;

footpath dining must be assessed by the local government against, at a minimum, the specific permission criteria outlined in the Footpath dining on State-controlled Roads — Self Assessment Guideline.

For the prescribed activity of the installation of advertising devices —

the application of the authorising local law to the State-controlled roads is limited to the following—

footway signs;

real estate signs;

charity prize home devices;

roadside vendor signs (including signs about cars for sale on State-controlled roads); and

while the local government may impose additional requirements for an advertising device within the boundaries of the State-controlled roads, where the local government does not have conditions or where the local government’s standard approval conditions are of a lesser standard, the advertising devices referred to in paragraph (a) shall be subject to the specific permission criteria outlined in the Roadside Advertising Manual 2017, as reviewed from time

to time, by the Department of Transport and Main Roads; and

agreement has not been given by the chief executive for the local government to manage other types of advertising devices, for example, electronic and static billboards and static illuminated advertising devices on street name signs as outlined in the Roadside Advertising Manual 2017.’.

iii) Subordinate Local Law No. 1 (Administration) 2019, schedule 8, section 1, after ‘and roads’— insert—

‘If the prescribed activity is to be undertaken on a State-controlled road identified in schedule 5, section 1 —

for the Transport Operations (Road Use Management) Act 1995, section 66(5)(b), the chief executive’s written agreement is detailed in a letter to the local government dated 8 April, 2019; and

relevantly, the written agreement is detailed in schedule 5, sections 1 to 4.’.

iv) Subordinate Local Law No. 1 (Administration) 2019, schedule 10, section 1, after ‘advertising devices’— insert—

‘If the prescribed activity is to be undertaken on a State-controlled road identified in schedule 5, section 1 —

(a) for the Transport Operations (Road Use Management) Act 1995, section 66(5)(b), the chief executive’s written agreement is detailed in a letter to the local government dated 8 April, 2019; and

(b) relevantly, the written agreement is detailed in schedule 5, sections 1, 2 and 5.’

#### **SCHEDULE 1**

5. Model Local Law No. 1 (Administration) 2010, to be known as Local Law No. 1 (Administration) 2019;
6. Model Local Law No. 2 (Animal Management) 2010, to be known as Local Law No. 2 (Animal Management) 2019;
7. Model Local law No. 3 (Community and Environmental Management) 2010, to be known as Local Law No. 3 (Community and Environmental Management) 2019;
8. Model Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads) 2010, to be known as Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads) 2019.

#### **SCHEDULE 2**

5. Subordinate Local Law No. 1 (Administration) 2019;
6. Subordinate Local Law No. 2 (Animal Management) 2019;
7. Subordinate Local Law No. 3 (Community and Environmental Management) 2019;

Subordinate Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads) 2019.

Moved Cr. P. Curr

Seconded Cr. S. Royes

CARRIED 4/0

### **6.3 Local Laws & Littering**

Council is presented with a report containing the advice from Preston Law regarding how Council deals with littering.



**RECOMMENDATION**

That Council receives the advice from Preston Law regarding how Council deals with littering.

**Resolution No. 005/1920**

Council receives the advice from Preston Law regarding how Council deals with littering.

Moved Cr. J. Fegan

Seconded Cr. S. Royes

CARRIED 4/0

**Attendance** – Cr. N. Walker left the meeting room at 10:08am.

**Attendance** – Executive Assistant, Maggie Rudolph, left and re-entered the meeting room at 10:08am.

**Attendance** – Cr. P. Curr left the meeting room at 10:09am.

**Attendance** – Cr. N. Walker re-entered the meeting room at 10:09am.

**Attendance** – Cr. P. Curr re-entered the meeting room at 10:11am.

**Attendance** – Director of Corporate & Community Services, Tenneil Cody, entered the meeting room at 10:11am.

**Attendance** – Director of Engineering, Environmental & Regulatory Services, David McKinley left the meeting room at 10:12am.

**7. COMMUNITY SERVICES** ▲**7.1 Community Services Monthly Report**

Council is presented with the monthly Community Services report, which provides an overview of the operations for the month of June 2019.

**RECOMMENDATION**

That Council receives the Community Services monthly report for June 2019.

**Resolution No. 006/1920**

Council receives the Community Services monthly report for June 2019.

Moved Cr. P. Curr

Seconded Cr. S. Royes

CARRIED 4/0

**8. CORPORATE SERVICES** ▲**8.1 Corporate Services Report**

The Corporate Services Report as of 30<sup>th</sup> June 2019, which summarizes the financial performance and position is presented to Council.

**RECOMMENDATION**

That Council receives the monthly Corporate Services Report for the period ending 30<sup>th</sup> June 2019.

**Resolution No. 007/1920**

Council receives the monthly Corporate Services Report for the period ending 30<sup>th</sup> June 2019.

Moved Cr. S. Royes

Seconded Cr. J. Fegan

CARRIED 4/0

### **8.2 Seek to Acquire or Sell Land for Overdue Rates Charges – Assessment Number 50-77 Goldring Street, Julia Creek, Lot 8 on JC55710**

In accordance with Section 140 (1) (c) (i) of the Local Government Regulation 2012 Council has the authority to sell the land at 77 Goldring Street, Julia Creek, more particularly described as Lot 8 on JC55710 for overdue rates or charges as some or all of the overdue rates and charges have been overdue for at least three (3) years.

In accordance with Section 148 (a)(i) and (ii) of the Local Government Regulation 2012 Council has the authority to acquire the land at 77 Goldring Street, Julia Creek, more particularly described as Lot 8 on JC55710 for overdue rates or charges as some or all of the overdue rates and charges have been overdue for at least three (3) years.

Through liaising with King & Company Solicitors, they advise that Council should ultimately form a view as to whether it wants to sell the land or seek to acquire the land for the overdue rates and charges.

#### **RECOMMENDATION:**

That Council resolve to:

- (a) sell the land located at 77 Goldring Street, Julia Creek, more particularly described as Lot 8 on JC55710 (“the Land”) by way of auction for overdue rates and charges pursuant to section 140(2) of the Local Government Regulation 2012 by issuing a Notice of Intention to Sell, with an auction reserve and other terms of the process to be set by the Chief Executive Officer having regard to legal requirements.
- (b) delegate to the Chief Executive Officer, its power to:
  - i. give a Notice of Intention to Sell to all interested parties; and
  - ii. take all further steps required under sections 141, 142, 143, 144, 145 and 146 of the Local Government Regulation 2012 to effect the sale of the Land.”

Or

- (a) Seek to acquire the land located at 77 Goldring Street, Julia Creek, more particularly described as Lot 8 on JC55710 (“the Land”) by way of concluding that the land is valueless or of so little value that if sold the proceeds would be less than the amount of the overdue rates or, pursuant to section 148(a)(i) and (ii) of the Local Government Regulation 2012, by obtaining a written report about the market value of the land from a registered valuer.
- (b) delegate to the Chief Executive Officer, its power to:
  - i. give a Notice of Intention to Acquire to all interested parties; and
  - ii. take all further steps required under sections 148, 149, 150 and 151 of the Local Government Regulation 2012 to effect the acquisition of the land.

#### **Resolution No. 008/1920**

Council resolves to:

(a) Seek to acquire the land located at 77 Goldring Street, Julia Creek, more particularly described as Lot 8 on JC55710 (“the Land”) by way of concluding that the land is valueless or of so little value that if sold the proceeds would be less than the amount of the overdue rates or, pursuant to section 148(a)(i) and (ii) of the Local Government Regulation 2012, by obtaining a written report about the market value of the land from a registered valuer.

(b) delegate to the Chief Executive Officer, its power to:

i. give a Notice of Intention to Acquire to all interested parties; and

ii. take all further steps required under sections 148, 149, 150 and 151 of the Local Government Regulation 2012 to effect the acquisition of the land.

Moved Cr. P. Curr

Seconded Cr. J. Fegan

CARRIED 4/0

**Attendance** – Director of Corporate & Community Services, Tenneil Cody, left the meeting room at 10:37am.

## 9. CHIEF EXECUTIVE OFFICER ▲

### **PROCEDURAL MOTION**

That the meeting be closed to the public in accordance with *Section 275 (1) (h) of the Local Government Regulation 2012*.

### **Resolution No. 009/1920**

Council closed the meeting to the public in accordance with *Section 275 (1) (h) of the Local Government Regulation 2012*.

Moved Cr. J. Fegan

Seconded Cr. S. Royes

CARRIED 4/0

The Ordinary Meeting of Council closed to the public at 10:40am.

### **9.1 CONFIDENTIAL Deed of Assignment and Consent regarding Deed of Agreement (Pre-qualified Supplier for Hire of Plant) No. 181919**

This report is CONFIDENTIAL in accordance with *Section 275 (1) (h) of the Local Government Regulation 2012*, which provides for a local government to resolve that a meeting be closed to the public if its Councillor's consider it necessary to discuss *(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage*.

Council has received application by two (2) parties to implement Section 18.14 of *the Deed of Agreement (Pre-qualified Supplier for Hire of Plant) No. 17180*, and submits here with a completed Deed of Assignment and Consent, by both parties for consent under *Section 18.14 (b) The Supplier must not transfer, assign or otherwise dispose of its interest in this Deed without obtaining the prior written consent of the Principal, which consent may be withheld in its absolute discretion*.

### **RECOMMENDATION**

That Council resolves to:

- (a) accept the draft Deed of Assignment and Consent for approval; and
- (b) consent to the assignment of Plant owned by Elrose Plant Hire to Alexander Plant Hire, under the Deed of Assignment and Consent.

**PROCEDURAL MOTION**

That Council re-open the Ordinary Meeting of Council to the public.

**Resolution No. 010/1920**

Council re-opened the Ordinary Meeting of Council to the public.

Moved Cr. S. Royes

Seconded Cr. J. Fegan

CARRIED 4/0

The Ordinary Meeting of Council re-opened to the public at 10:50am.

**Resolution No. 011/1920**

That Council resolves to:

(a) accept the draft Deed of Assignment and Consent for approval; and

(b) consent to the assignment of Plant owned by Elrose Plant Hire to Alexander Plant Hire, under the Deed of Assignment and Consent.

Moved Cr. P. Curr

Seconded Cr. S. Royes

CARRIED 4/0

**9.2 Tender Consideration Plan – Plant Hire**

The proposed Tender Consideration Plan for the update and extension of the current Register of Pre-Qualified Suppliers – Plant Hire for a further 12 months until 31 December 2020 is presented to Council.

**RECOMMENDATION**

That Council resolves to:

1. prepare a tender consideration plan (Plan) pursuant to section 230 of the Local Government Regulation 2012 to:
  - a. update the current Register of Pre Qualified Suppliers – Plant Hire to include new local Suppliers who qualify for appointment; and
  - b. extend the Register of Pre Qualified Suppliers - Plant Hire for a further 12 months to expire on 31 December 2020; and
2. to adopt the Plan prepared and recommended in this Report; and
3. to delegate the authority to the Chief Executive Officer to appoint new suitably qualified local Suppliers to the Register and to notify the Suppliers on the current Register of Pre Qualified Suppliers – Plant Hire of Councils intention to extend the Register for a further 12 month period and, subject to the current financial delegation of the Chief Executive Officer, to negotiate, make, vary and discharge any contracts entered into with the Suppliers under this extended arrangement and to sign all relevant documentation as necessary or required.

**Resolution No. 012/1920**

Council resolves to defer this item for further discussion.

Moved Cr. J. Fegan

Seconded Cr. P. Curr

CARRIED 4/0

**9.3 CCTV Policy**

Council is presented with a CCTV Policy for use of CCTV cameras on Council properties.

**RECOMMENDATION**

That Council resolve to adopt the CCTV Policy, as presented.

**Resolution No. 013/1920**

Council resolves to adopt the CCTV Policy, as presented.

Moved Cr. S. Royes

Seconded Cr. J. Fegan

CARRIED 4/0

**9.4 Grids and Gates Policy**

Council is presented with a Grids and Gates Policy. CEO asks that Council review highlighted items in the draft policy, before confirming the adoption of this policy.

**RECOMMENDATION**

That Council resolve to adopt the Grids and Gates Policy, as presented.

**Resolution No. 014/1920**

Council resolves to defer this item for the next Ordinary Council Meeting.

Moved Cr. P. Curr

Seconded Cr. J. Fegan

CARRIED 4/0

**9.4.a Road Access Policy Amendment**

Council is presented with the Meaning of Road as stated in the Land Act 1994. This Section of the Land Act 1994 is proposed to be read in conjunction with Appendix A of Council's Road Access Policy.

**RECOMMENDATION**

That Council resolve to include the amendment to the Road Access Policy, as presented to Council.

**Resolution No. 015/1920**

Council resolves to include the amendment to the Road Access Policy, as presented to Council.

Moved Cr. S. Royes

Seconded Cr. J. Fegan

CARRIED 4/0

**9.5 Small Business Grants Policy and Procedure**

Council is presented with a Small Business Grants Policy and a Small Business Grants Procedure.

**PROCEDURAL MOTION****Resolution No. 016/1920**

Council resolve to delegate the decision to the Chief Executive Officer, under *Section 257 (1) (b)* of the *Local Government Act 2009*, as a consequence of *Section 175C(3)* and *175E(6)* of the *Local Government Act 2009*.

Moved Cr. J Fegan

Seconded Cr. S Royes

CARRIED 4/0

**Attendance** – In accordance with *Section 175C (2) (a) (i) - (iii)* and *Section 175E (2)* of the *Local Government Act 2009*, Cr. S. Royes, Cr. J. Fegan and Cr. P. Curr, having all declared a Material Personal Interest and/or a Conflict of Interest in the matter of Agenda Item 9.5 as defined by *Section 175B* and *175D* of the *Local Government Act 2009*, left the meeting room at 11:33am, taking no part in the meeting or discussion.

Therefore, as a majority of Councillors no longer exists because of *Sections 175C* and *175E* of the *Local Government Act 2009*, the Chief Executive Officer, under delegated authority of *Section 257* of the *Local Government Act 2009*, adopts the Small Business Grant Policy and Procedure as presented.

**Attendance** – Chief Executive Officer, Des Niesler left the meeting room at 11:51am.

**Attendance** – Chief Executive Officer, Des Niesler, Cr. P. Curr, Cr. J. Fegan and Cr. S. Royes re-entered the meeting room at 11:52am.

**9.6 Acquisition of Dirt 'n' Dust Venue Lot 18-19 on CPJC55713**

Based on the attached letter provided by Dirt 'n' Dust, it has been proposed to instigate discussions with Dirt 'n' Dust representatives over the sale or acquisition of Lot 18-19 on CPJC55713.

**RECOMMENDATION**

That Council resolve to instigate discussions with Dirt 'n' Dust representatives over the sale or acquisition of Lot 18-19 on CPJC55713.

**Resolution No. 017/1920**

Council resolves to defer this item.

Moved Cr. P Curr

Seconded Cr. S Royes

CARRIED 4/0

**9.7 Councillors LGAQ Motions**

LGAQ is requesting any motions Council may want to consider to submit to LGAQ as part of the LGAQ Annual Conference.

**RECOMMENDATION**

That Council resolve to:

- 1) determine if there are any motions Councillors want to bring to the LGAQ annual conference; and

2) that if there are motions to submit, that they be endorsed by Council.

#### **Resolution No. 018/1920**

Council resolves to:

- 1) determine if there are any motions Councillors want to bring to the LGAQ annual conference; and
- 2) that if there are motions to submit, that they be endorsed by Council.

Moved Cr. P Curr

Seconded Cr. J Fegan

CARRIED 4/0

#### **PROCEDURAL MOTION**

#### **Resolution No. 019/1920**

Council resolves to accept late Agenda Items, 9.8 Delegations to the CEO, 9.9 Office of the Coordinator-General Correspondence, 9.10 Reserves Under Trusteeship of Hughenden District Improvement Board and 9.11 Lot 56 on Crown Plan EN24 – Reserve for tank purposes.

Moved Cr. P Curr

Seconded Cr. S Royes

CARRIED 4/0

#### **9.8 LATE – Delegations to the CEO**

*Section (257) (5) of the Local Government Act 2009 states A delegation to the chief executive officer under subsection (1) must be reviewed annually by the local government.*

#### **RECOMMENDATION**

That Council resolve to adopt the Register of Delegations of Council to CEO.

#### **Resolution No. 020/1920**

Council resolves to adopt the Register of Delegations of Council to CEO, for the term of the current Chief Executive Officer.

Moved Cr. P Curr

Seconded Cr. J Fegan

CARRIED 4/0

#### **9.9 LATE – Office of the Coordinator-General Correspondence**

Council is presented with a letter from the Office of the coordinator-General regarding the application of the Strong and Sustainable Resource Communities Act 2017 to the Mount Colin Mine, Barbara Project and the Cloncurry Operations (including the Great Australia Mine, the Wallace South Mine and the Wynberg Mine), owned by Round Oak Minerals Pty Limited.

CEO asks Council for consideration of a reply to the decisions by the Office of the Coordinator-General.

CEO presents a recommended draft letter of reply.

**RECOMMENDATION**

That Council resolve to have the CEO proceed with the letter of reply, as drafted, pending any other input Council offers based on their consideration.

**Resolution No. 021/1920**

Council accepts the correspondence and notes the response by the CEO.

Moved Cr. J Fegan

Seconded Cr. S Royes

CARRIED 4/0

**9.10 LATE – Reserves Under Trusteeship of Hughenden District Improvement Board**

The State Land Asset Management of the Department of Natural Resources, Mines and Energy has contacted the CEO to confirm if Council has reconsidered its views provided in response dated 1 May 2019 regarding the proposal to transfer the trusteeship of two lots from the Hughenden District Improvement Board to McKinlay Shire Council.

**RECOMMENDATION**

That Council resolve to not amend their previous position.

**Resolution No. 022/1920**

Council resolves to not amend their previous position.

Moved Cr. S Royes

Seconded Cr. S Royes

CARRIED 4/0

**9.11 LATE – Lot 56 on Crown Plan EN24 – Reserve for tank purposes**

The State Land Asset Management of the Department of Natural Resources, Mines and Energy has contacted the CEO to confirm if Council wishes to proceed with the amendment of the reserve appointment to Council as trustee of Lot 56 on Crown Plan EN24.

**RECOMMENDATION**

That Council resolve to accept trusteeship of Lot 56 on Crown Plan EN 24.

**Resolution No. 023/1920**

Council resolves to accept trusteeship of Lot 56 on Crown Plan EN 24.

Moved Cr. S Royes

Seconded Cr. J Fegan

CARRIED 4/0

**10. WORKPLACE HEALTH AND SAFETY ▲****10.1 Workplace Health and Safety Monthly Report**

Council is presented with the monthly Workplace Health and Safety report, which provides an overview of the operations for the month of June 2019.



## 11. MEMBERS BUSINESS ▲

**Cr. J. Fegan** – enquires about the landscaping at the Doctor's House

**Cr. N. Walker** – notes the success of the Governor-General's visit and Thank You Dinner

## 12. CLOSURE OF MEETING ▲

The Chair of the meeting Deputy Mayor Neil Walker declared the meeting closed at 1:25pm.

UNCONFIRMED



# MCKINLAY SHIRE COUNCIL

## ***UNCONFIRMED MINUTES***

OF THE

### **SPECIAL MEETING OF COUNCIL** **BUDGET 2018/1019**

HELD AT THE

BOARDROOM, CIVIC CENTRE  
JULIA CREEK

**9<sup>th</sup> August 2019**

## ORDER OF BUSINESS

1. Opening
2. Attendance
3. Declaration of Conflict of Interest
4. Budget Introduction and Summary

### **5. CORPORATE ITEMS**

- 5.1 Debt Policy
- 5.2 Investment Policy
- 5.3 Procurement Policy
- 5.4 Revenue Statement
- 5.5 Fees and Charges Schedule 2019-2020
- 5.6 Interim Financial Statements – Budget – Forward Forecast
- 5.7 Rates and Service Charges for 2019/20
- 5.8 Annual Budget and Rating
  - 5.8.1 Differential General Rates
  - 5.8.2 Special Charge – PV Solar Levy
  - 5.8.3 Special Charge – Pest Animal Control Levy
  - 5.8.4 Sewerage Utility Charges
  - 5.8.5 Water Utility Charges
  - 5.8.6 Waste Management Utility Charges
  - 5.8.7 Discount
  - 5.8.8 Interest
  - 5.8.9 Levy and Payment
  - 5.8.10 Paying Rates or Charges by Instalments
  - 5.8.11 Rates Concessions
  - 5.8.12 Statement of Estimated Financial Position
  - 5.8.13 Adoption of Budget
- 5.9 Operational Plan

### **6. CLOSE**

**1. OPENING BUSINESS** ▲

All Councillors having signed the Attendance Book, Deputy Mayor Neil Walker declared the meeting open at 2:10pm.

**2. ATTENDANCE** ▲

**Mayor:** Cr. B Murphy

**Members:** Cr. Neil Walker, Cr. S Royes, Cr. J Fegan

**Staff:**

Interim Chief Executive Officer, Mr. Ian Bodill

Director of Corporate and Community Services, Mrs. Tenneil Cody (via Teleconference)

Director of Engineering, Environmental & Regulatory Services, Mr. David McKinley

Executive Assistant, Ms. Maggie Rudolph

Corporate Services Team Leader, Ms. Aimie Athorn

Community Service Team Leader, Mr. John Van De Meer

**Other people in attendance:**

Nil

**Apologies:**

Cr. P Curr

Chief Executive Officer, Mr. Des Niesler

**PROCEDURAL MOTION**

Cr. Philip Curr requests the acceptance of a leave of absence from the August 9<sup>th</sup> Special Meeting of Council.

**Resolution No. 024/1920**

Cr. Philip Curr is granted a leave of absence from the August 9<sup>th</sup> Special Meeting of Council.

Moved Cr. J. Fegan

Seconded Cr. N. Walker

CARRIED 4/0

**3. DECLARATION OF CONFLICT OF INTEREST** ▲**4. BUDGET INTRODUCTION AND SUMMARY** ▲

Council is presented with the Budget Introduction and Summary from the Mayor and the already adopted 2019 – 2020 Revenue Policy.

**5. CORPORATE ITEMS** ▲**5.1 Debt Policy**

In accordance with *Section 192* of the *Local Government Regulation 2012*, Council must prepare and adopt a debt policy.

The 2019/20 Debt Policy Version 1 has been prepared in accordance with relevant legislation and Council's current debt position and is presented for Council's consideration.

**RECOMMENDATION**

That Council adopts the 2019/20 Debt Policy Version 1 as presented.

**Resolution No. 025/1920**

Council adopts the 2019/20 Debt Policy Version 1.

Moved Cr. J. Fegan

Seconded Cr. N. Walker

CARRIED 4/0

**5.2 Investment Policy**

In accordance with *Section 191* of the *Local Government Regulation 2012*, Council must prepare and adopt an investment policy.

The 2019/20 Investment Policy Version 1 has been prepared in accordance with relevant legislation and is presented for Council's consideration.

**RECOMMENDATION**

That Council adopts the 2019/20 Investment Policy Version 1 as presented.

**Resolution No. 026/1920**

Council adopts the 2019/20 Investment Policy Version 1.

Moved Cr. S. Royes

Seconded Cr. J. Fegan

CARRIED 4/0

**5.3 Procurement Policy**

In accordance with *Section 198* of the *Local Government Regulation 2012*, Council must review the Procurement Policy on an annual basis.

**RECOMMENDATION**

That Council adopts the revised Procurement Policy 2019/2020 Version 1 as presented.

**Resolution No. 027/1920**

Council adopts the Procurement Policy 2019/2020 Version 1.

Moved Cr. S. Royes

Seconded Cr. J. Fegan

CARRIED 4/0

**5.4 Revenue Statement**

In accordance with *Section 172* of the *Local Government Regulation 2012*, Council must prepare a revenue statement for each financial year.

The 2019/20 Revenue Statement Version 1 has been prepared in accordance with relevant legislation and is presented for Council's consideration.

**RECOMMENDATION**

That Council adopts the 2019/20 Revenue Statement Version 1 as presented.

**Resolution No. 028/1920**

Council adopts the 2019/20 Revenue Statement Version 1.

Moved Cr. N. Walker

Seconded Cr. J. Fegan

CARRIED 4/0

**5.5 Fees and Charges Schedule 2019-2020**

Presenting to Council the proposed Fees and Charges Schedule for the financial year 2019/20.

This schedule contains fees and charges relating to all other services provided by Council.

**RECOMMENDATION**

That Council adopts the proposed Fees and Charges Schedule 2019/20 Version 1 as presented.

**Resolution No. 029/1920**

Council adopts the Fees and Charges Schedule 2019/20 Version 1 with the following amendments:

Amendment 1 - The removal of item 5. Grids;

Amendment 2 - No increases of Fees and Charges on item 6. Cattle Yards.

Moved Cr. N. Walker

Seconded Cr. S. Royes

CARRIED 4/0

**5.6 Interim Financial Statements – Budget – Forward Forecast**

Council is presented with the Interim Financial Statements – Budget – Forward Forecast.

**5.7 Rates and Service Charges for 2019/20**

Council is presented with the Rates and Service Charges for 2019/20.

**5.8 Annual Budget and Rating**

A local government is required to adopt its budget for a financial year after 31 May in the year before the financial year but before 1 August in the financial year. Councillors and Operational staff have met at budget workshop over the past month for the purpose of preparing a budget for the 2019/2020 financial year.

**5.8.1 DIFFERENTIAL GENERAL RATES**

**RECOMMENDATION**

- a) Pursuant to *Section 81 of the Local Government Regulation 2012*, the categories in which rateable land is categorized, the description of those categories and, pursuant to *Sections 81(4) and 81(5) of the Local Government Regulation 2012*, the method by which land is to be identified and included in its appropriate category, is as follows:

Differential Rate Category	Description	Identification
<b>1. Residential – Julia Creek &lt; 2 ha</b>	Land, located within the town of Julia Creek, having an area of less than 2 hectares, which is used, or intended to be used, for residential purposes.	As determined by the CEO
<b>2. Residential – Other &lt; 2 ha</b>	Land, located within the towns of McKinlay, Kynuna and Nelia, having an area of less than 2 hectares, which is used, or intended to be used, for residential purposes.	As determined by the CEO
<b>3. Residential – Julia Creek &gt; 2 ha</b>	Land, located within the town of Julia Creek, having an area of 2 hectares or more, which is used, or intended to be used, for residential purposes.	As determined by the CEO
<b>4. Residential – Other &gt; 2 ha</b>	Land, located in the towns of McKinlay, Kynuna and Nelia, having an area of 2 hectares or more, which is used, or intended to be used, for residential purposes.	As determined by the CEO
<b>5. Commercial/Industrial – Julia Creek</b>	Land, located within the town of Julia Creek, which is used, or intended to be	As determined by the CEO

	used, for commercial and/or industrial purposes.	
<b>6. Commercial/Industrial - Other</b>	Land, located within the towns of McKinlay, Kynuna and Nelia, which is used, or intended to be used, for commercial and/or industrial purposes.	As determined by the CEO
<b>7. Rural</b>	Land used, or intended to be used, for rural purposes.	As determined by the CEO
<b>8. Special Uses / Community Purposes</b>	Land which is used for community purposes.	As determined by the CEO
<b>9. Open Space &amp; Recreation</b>	Land which is used for recreation	As determined by the CEO
<b>10. Mine – Not in Production</b>	Land which is a mining lease held under the <i>Mineral Resources Act</i> , which forms part of a mine which is not operational.	As determined by the CEO
<b>11. Mine – In Production</b>	Land which is a mining lease held under the <i>Mineral Resources Act</i> , which forms part of a mine which is operational.	As determined by the CEO
<b>12. Residential – Other – 0-50 units</b>	Land located within an urban area and set aside for residential development irrespective of size, configured to accommodate workers (a workers village) off site of specific projects which would otherwise impact the liveability of workers.	As determined by the CEO
<b>13. Residential – Other – 51 - 100 units</b>	Land located within an urban area and set aside for residential development irrespective of size, configured to accommodate workers (a workers village) off site of specific projects which would otherwise impact the liveability of workers.	As determined by the CEO
<b>14. Residential – Other</b>	Land located within an urban area and set aside for residential development irrespective of size, configured to accommodate workers (a workers village) off site of specific projects which would otherwise impact the liveability of workers.	As determined by the CEO

- b) Council delegates to the Chief Executive Officer the power, pursuant to *Sections 81(4) and 81(5)* of the *Local Government Regulation 2012*, to identify the rating category to which each parcel of rateable land belongs.
- c) Pursuant to *Section 94* of the *Local Government Act 2009* and *Section 80* of the *Local Government Regulation 2012*, the differential general rate to be made and levied for each differential general rate category and, pursuant to *Section 77* of the *Local Government Regulation 2012*, the minimum general rate to be made and levied for each differential general rate category, is as follows:

Category	Rate in \$ (Cents) per levy	Minimum
1. Residential – Julia Creek < 2 ha	3.07C	\$165.39
2. Residential – Other < 2 ha	2.82C	\$193.82
3. Residential – Julia Creek > 2 ha	1.42C	\$165.39
4. Residential – Other > 2ha	3.84C	\$193.82
5. Commercial/Industrial – Julia Creek	2.19C	\$165.39
6. Commercial/Industrial - Other	0.46C	\$185.94
7. Rural	0.56C	\$165.39
8. Special Uses / Community Purposes	2.61C	\$165.39
9. Open Space & Recreation	4.95C	\$165.39
10. Mine – Not in Production	15.28C	\$183.08
11. Mine – In Production	33.85C	\$190.00
12. Residential – Other – Workers Accommodation 0-50 units	7.18C	\$9000.00
13. Residential – Other – Workers Accommodation 51-100 units	10.69C	\$13400.00
14. Residential – Other – Workers Accommodation > 100 units	15.55C	\$19492.00



**Resolution No. 030/1920**

a) Pursuant to *Section 81* of the *Local Government Regulation 2012*, the categories in which rateable land is categorized, the description of those categories and, pursuant to *Sections 81(4) and 81(5)* of the *Local Government Regulation 2012*, the method by which land is to be identified and included in its appropriate category, is as follows:

Differential Rate Category	Description	Identification
<b>1. Residential – Julia Creek &lt; 2 ha</b>	Land, located within the town of Julia Creek, having an area of less than 2 hectares, which is used, or intended to be used, for residential purposes.	As determined by the CEO
<b>2. Residential – Other &lt; 2 ha</b>	Land, located within the towns of McKinlay, Kynuna and Nelia, having an area of less than 2 hectares, which is used, or intended to be used, for residential purposes.	As determined by the CEO
<b>3. Residential – Julia Creek &gt; 2 ha</b>	Land, located within the town of Julia Creek, having an area of 2 hectares or more, which is used, or intended to be used, for residential purposes.	As determined by the CEO
<b>4. Residential – Other &gt; 2 ha</b>	Land, located in the towns of McKinlay, Kynuna and Nelia, having an area of 2 hectares or more, which is used, or intended to be used, for residential purposes.	As determined by the CEO
<b>5. Commercial/Industrial – Julia Creek</b>	Land, located within the town of Julia Creek, which is used, or intended to be	As determined by the CEO

	used, for commercial and/or industrial purposes.	
<b>6. Commercial/Industrial - Other</b>	Land, located within the towns of McKinlay, Kynuna and Nelia, which is used, or intended to be used, for commercial and/or industrial purposes.	As determined by the CEO
<b>7. Rural</b>	Land used, or intended to be used, for rural purposes.	As determined by the CEO
<b>8. Special Uses / Community Purposes</b>	Land which is used for community purposes.	As determined by the CEO
<b>9. Open Space &amp; Recreation</b>	Land which is used for recreation	As determined by the CEO
<b>10. Mine – Not in Production</b>	Land which is a mining lease held under the <i>Mineral Resources Act</i> , which forms part of a mine which is not operational.	As determined by the CEO
<b>11. Mine – In Production</b>	Land which is a mining lease held under the <i>Mineral Resources Act</i> , which forms part of a mine which is operational.	As determined by the CEO
<b>12. Residential – Other – 0-50 units</b>	Land located within an urban area and set aside for residential development irrespective of size, configured to accommodate workers (a workers village) off site of specific projects which would otherwise impact the liveability of workers.	As determined by the CEO
<b>13. Residential – Other – 51 - 100 units</b>	Land located within an urban area and set aside for residential development irrespective of size, configured to accommodate workers (a workers village) off site of specific projects which would otherwise impact the liveability of workers.	As determined by the CEO
<b>14. Residential – Other</b>	Land located within an urban area and set aside for residential development irrespective of size, configured to accommodate workers (a workers village) off site of specific projects which would otherwise impact the liveability of workers.	As determined by the CEO

- b) Council delegates to the Chief Executive Officer the power, pursuant to *Sections 81(4) and 81(5)* of the *Local Government Regulation 2012*, to identify the rating category to which each parcel of rateable land belongs.
- c) Pursuant to *Section 94* of the *Local Government Act 2009* and *Section 80* of the *Local Government Regulation 2012*, the differential general rate to be made and levied for each differential general rate category and, pursuant to *Section 77* of the *Local Government Regulation 2012*, the minimum general rate to be made and levied for each differential general rate category, is as follows:

Category	Rate in \$ (Cents) per levy	Minimum
1. Residential – Julia Creek < 2 ha	3.07C	\$165.39
2. Residential – Other < 2 ha	2.82C	\$193.82
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4. Residential – Other > 2ha	3.84C	\$193.82
5. Commercial/Industrial – Julia Creek	2.19C	\$165.39
6. Commercial/Industrial - Other	0.46C	\$185.94
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8. Special Uses / Community Purposes	2.61C	\$165.39
9. Open Space & Recreation	4.95C	\$165.39
10. Mine – Not in Production	15.28C	\$183.08
11. Mine – In Production	33.85C	\$190.00
12. Residential – Other – Workers Accommodation 0-50 units	7.18C	\$9000.00
13. Residential – Other – Workers Accommodation 51-100 units	10.69C	\$13400.00
14. Residential – Other – Workers Accommodation > 100 units	15.55C	\$19492.00

Moved Cr. J. Fegan

Seconded Cr. S. Royes

CARRIED 4/0

## 5.8.2 SPECIAL CHARGE – PV SOLAR LEVY

### RECOMMENDATION

- a) Pursuant to *Section 94* of the *Local Government Act 2009* and *Section 94* of the *Local Government Regulation 2012*, Council make and levy a special charge (to be known as the “PV Solar Levy Special Charge”) for the cost of installing and maintaining infrastructure which provides solar electricity to certain commercial properties in Julia Creek, McKinlay and Kynuna. The amount of the special charge shall differ according to the level of benefit that the property receives from the provision and maintenance of the equipment.
- b) The overall plan for the PV Solar Levy Special Charge is as follows:
- i. The service, facility or activity is the installation and maintenance of equipment/infrastructure that provides solar generated electricity to certain commercial properties in Julia Creek.
  - ii. The rateable land to which the special charge shall apply is set out in the following table.

For the current financial year and subsequent years, the amount of the special charge shall be as follows:

Assessment No	Repayment Period (years)	Amount to repay over each half yearly levy	Total to repay in 2019/20 (issued over 2 levies)	Total to repay in 2020/21 (issued over 2 levies)
92	(commenced 16/17) 8.5	\$1,400.00	\$2,625.83	\$ -
301	(commenced 16/17) 10	\$1,404.50	\$2,809.00	\$2,291.08
88	(commenced 16/17) 9.5	\$1,236.30	\$2,472.60	\$1,324.88
70	(commenced 16/17) 5.5	\$2,991.95	\$3,436.66	\$ -
431	(commenced 16/17) 7	\$1,598.00	\$1,960.76	\$ -
218	(commenced 16/17) 10	\$337.10	\$337.18	\$ -
115	(commenced 16/17) 6.5	\$5,423.80	\$10,847.60	\$325.76 *
135	(commenced 17/18) 5	\$2,833.65	\$5,667.30	\$1,914.78 *

\* Issued over 1 levy

- iii. The estimated cost of carrying out the overall plan is \$411,000. This figure includes all of the costs associated with the installation and maintenance of the solar equipment which the special rate shall fund.
- iv. The estimated time for carrying out the overall plan is five (5) years, concluding 30 June 2021.
- c) The certain commercial properties in Julia Creek, McKinlay and Kynuna (owner or occupier) specially benefit from the provision of solar equipment and its subsequent maintenance because they are provided with solar generated electricity which in turn, reduces their electricity costs.
- d) The annual implementation plan for the PV Solar Levy Special Charge for the 2019/2020 financial year is that Council will carry out the following activities and processes:
  - i. Levy a special charge for the set repayment plan of the installed PV Solar.

#### Resolution No. 031/1920

- a) Pursuant to *Section 94* of the *Local Government Act 2009* and *Section 94* of the *Local Government Regulation 2012*, Council make and levy a special charge (to be known as the "PV Solar Levy Special Charge") for the cost of installing and maintaining infrastructure which provides solar electricity to certain commercial properties in Julia Creek, McKinlay and Kynuna. The amount of the special charge shall differ according to the level of benefit that the property receives from the provision and maintenance of the equipment.
- b) The overall plan for the PV Solar Levy Special Charge is as follows:
  - i. The service, facility or activity is the installation and maintenance of equipment/infrastructure that provides solar generated electricity to certain commercial properties in Julia Creek.
  - ii. The rateable land to which the special charge shall apply is set out in the following table.

For the current financial year and subsequent years, the amount of the special charge shall be as follows:

Assessment No	Repayment Period (years)	Amount to repay over each half yearly levy	Total to repay in 2019/20 (issued over 2 levies)	Total to repay in 2020/21 (issued over 2 levies)
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88	(commenced 16/17) 9.5	\$1,236.30	\$2,472.60	\$1,324.88
70	(commenced 16/17) 5.5	\$2,991.95	\$3,436.66	\$ -
431	(commenced 16/17) 7	\$1,598.00	\$1,960.76	\$ -
218	(commenced 16/17) 10	\$337.10	\$337.18	\$ -
115	(commenced 16/17) 6.5	\$5,423.80	\$10,847.60	\$325.76*
135	(commenced 17/18) 5	\$2,833.65	\$5,667.30	\$1,914.78*

\* Issued over 1 levy

- iii. The estimated cost of carrying out the overall plan is \$411,000. This figure includes all of the costs associated with the installation and maintenance of the solar equipment which the special rate shall fund.
- iv. The estimated time for carrying out the overall plan is five (5) years, concluding 30 June 2021.
- c) The certain commercial properties in Julia Creek, McKinlay and Kynuna (owner or occupier) specially benefit from the provision of solar equipment and its subsequent maintenance because they are provided with solar generated electricity which in turn, reduces their electricity costs.
- d) The annual implementation plan for the PV Solar Levy Special Charge for the 2019/2020 financial year is that Council will carry out the following activities and processes:
- i. Levy a special charge for the set repayment plan of the installed PV Solar.

Moved Cr. N. Walker

Seconded Cr. J. Fegan

CARRIED 4/0

### 5.8.3 SPECIAL CHARGE – PEST ANIMAL CONTROL LEVY

#### **RECOMMENDATION**

- a) Pursuant to *Section 94 of the Local Government Act 2009* and *Section 94 of the Local Government Regulation 2012*, Council make and levy a special charge (to be known as the “Pest Animal Control Levy”) of \$0.0110 per hectare per annum or \$0.0055 per hectare per levy, on all rateable land included in differential rate category 7 – rural which exceeds 1,000 hectares in area for the provision of pest control services to certain rural properties in the Shire.
- b) The overall plan for the Pest Animal Control Levy Special charge is as follows:
- i. The service, facility or activity is provision of pest control services to certain properties in rural parts of the Shire. These pest control services serve to assist with the control of wild dogs which can reduce the threat to livestock.
- ii. The rateable land to which the special rate shall apply all rateable land in differential rate category 7 – rural which exceeds 1,000 hectares in area.

- iii. The estimate cost of carrying out the overall plan is \$50,000.
  - iv. The timeframe for carrying out the overall plan is twelve (12) months ending 30 June 2020.
- c) The rateable land (owner or occupier) subject of the charge specially benefit from the provision of pest control services, because the services assist with the control of wild dogs which can reduce the threat to livestock.

#### **Resolution No. 032/1920**

- a) Pursuant to *Section 94* of the *Local Government Act 2009* and *Section 94* of the *Local Government Regulation 2012*, Council make and levy a special charge (to be known as the “Pest Animal Control Levy”) of \$0.0110 per hectare per annum or \$0.0055 per hectare per levy, on all rateable land included in differential rate category 7 – rural which exceeds 1,000 hectares in area for the provision of pest control services to certain rural properties in the Shire.
- b) The overall plan for the Pest Animal Control Levy Special charge is as follows:
- i. The service, facility or activity is provision of pest control services to certain properties in rural parts of the Shire. These pest control services serve to assist with the control of wild dogs which can reduce the threat to livestock.
  - ii. The rateable land to which the special rate shall apply all rateable land in differential rate category 7 – rural which exceeds 1,000 hectares in area.
  - iii. The estimate cost of carrying out the overall plan is \$50,000.
  - iv. The timeframe for carrying out the overall plan is twelve (12) months ending 30 June 2020.
- c) The rateable land (owner or occupier) subject of the charge specially benefit from the provision of pest control services, because the services assist with the control of wild dogs which can reduce the threat to livestock.

Moved Cr. S. Royes

Seconded Cr. N. Walker

CARRIED 4/0

#### **5.8.4 SEWERAGE UTILITY CHARGES**

##### **RECOMMENDATION**

- a) Pursuant to *Section 94* of the *Local Government Act 2009* and *Section 99* of the *Local Government Regulation 2012*, Council make and levy sewerage utility charges, for the supply of sewerage services by the Council, as follows:

<b>Sewerage Charges</b>		
	<b>Per Half Yearly Levy Charge (\$)</b>	<b>Annual Charge (\$)</b>
<b>First Pedestal</b>	\$235.64	\$471.28
<b>Additional Pedestal</b>	\$148.33	\$296.66

- b) The above levied sewerage utility charges be applied as further detailed in Section 5.2 of the 2019-2020 Revenue Statement.

**Resolution No. 033/1920**

- a) Pursuant to *Section 94* of the *Local Government Act 2009* and *Section 99* of the *Local Government Regulation 2012*, Council make and levy sewerage utility charges, for the supply of sewerage services by the Council, as follows:

Sewerage Charges		
	Per Half Yearly Levy Charge (\$)	Annual Charge (\$)
First Pedestal	\$235.64	\$471.28
Additional Pedestal	\$148.33	\$296.66

- b) The above levied sewerage utility charges be applied as further detailed in Section 5.2 of the 2019-2020 Revenue Statement.

Moved Cr. N. Walker

Seconded Cr. J. Fegan

CARRIED 4/0

**5.8.5 WATER UTILITY CHARGES****RECOMMENDATION**

- a) Pursuant to *Section 94* of the *Local Government Act 2009* and *Sections 99 and 101* of the *Local Government Regulation 2012*, Council make and levy water utility charges, for the supply of water services by the Council, as follow:

Access Charge		
	Per Half Yearly Levy Charge (\$)	Annual Charge (\$)
Julia Creek	\$114.97	\$228.34
Kynuna and McKinlay	\$39.73	\$79.46
Nelia	\$20.80	\$41.60
Gilliat	\$21.49	\$42.98

Consumption Charge		
	Per Half Yearly Levy Charge per Unit (\$)	Annual Charge per Unit (\$)
Julia Creek	\$16.31	\$32.62
Kynuna and McKinlay	\$19.87	\$39.74
Nelia	\$10.40	\$20.80
Gilliat	\$10.75	\$21.50
Extra Water (for specifically identified assessments)	\$1.51	\$3.02

- b) The above levied water utility charges be applied as further detailed in Section 5.1 of the 2019-2020 Revenue Statement.

#### Resolution No. 034/1920

- a) Pursuant to *Section 94* of the *Local Government Act 2009* and *Sections 99 and 101* of the *Local Government Regulation 2012*, Council make and levy water utility charges, for the supply of water services by the Council, as follow:

Access Charge		
	Per Half Yearly Levy Charge (\$)	Annual Charge (\$)
Julia Creek	\$114.97	\$228.34
Kynuna and McKinlay	\$39.73	\$79.46
Nelia	\$20.80	\$41.60
Gilliat	\$21.49	\$42.98

Consumption Charge		
	Per Half Yearly Levy Charge per Unit (\$)	Annual Charge per Unit (\$)
Julia Creek	\$16.31	\$32.62
Kynuna and McKinlay	\$19.87	\$39.74
Nelia	\$10.40	\$20.80
Gilliat	\$10.75	\$21.50
Extra Water (for specifically identified assessments)	\$1.51	\$3.02

- b) The above levied water utility charges be applied as further detailed in Section 5.1 of the 2019-2020 Revenue Statement.

Moved Cr. S. Royes

Seconded Cr. J. Fegan

CARRIED 4/0

#### 5.8.6 WASTE MANAGEMENT UTILITY CHARGES

##### RECOMMENDATION

- a) Pursuant to *Section 94* of the *Local Government Act 2009* and *Section 99* of the *Local Government Regulation 2012*, Council make and levy waste management utility charges, for the supply of waste management services by the Council, as follows:

Council provides waste management services to properties in the towns of Julia Creek, Kynuna, McKinlay and Nelia. For properties in Julia Creek, the council provides landfill services and kerbside refuse collection service. For properties in the other towns a landfill service is provide only.

For the financial year, Council resolves to levy:-



- A utility charge for the provision of landfill facilities on all assessments within Julia Creek, Kynuna, McKinlay and Nelia ("**the Waste Facilities Charge**"); and
- A utility charge for the provision of a kerbside refuse collection service on all assessments in Julia Creek, irrespective of whether the service is actually used by the ratepayer ("**the Waste Collection Charge**").

For the financial year, Council resolves that the charges shall be as follows:

<b>Waste Facilities Charge</b>		
	<b>Per Half Yearly Levy Charge (\$)</b>	<b>Annual Charge (\$)</b>
<b>Julia Creek</b>	\$67.80	\$135.60
<b>Kynuna, McKinlay and Nelia</b>	\$17.37	\$34.74

<b>Waste Collection Charge</b>		
	<b>Per Half Yearly Levy Charge (\$)</b>	<b>Annual Charge (\$)</b>
<b>First 240-litre wheelie bin service</b>	\$85.00	\$170.00
<b>Each additional 240-litre wheelie bin service</b>	\$102.46	\$204.92

UNCONFIRMED



**Resolution No. 035/1920**

a) Pursuant to *Section 94* of the *Local Government Act 2009* and *Section 99* of the *Local Government Regulation 2012*, Council make and levy waste management utility charges, for the supply of waste management services by the Council, as follows:

Council provides waste management services to properties in the towns of Julia Creek, Kynuna, McKinlay and Nelia. For properties in Julia Creek, the council provides landfill services and kerbside refuse collection service. For properties in the other towns a landfill service is provide only.

For the financial year, Council resolves to levy:-

- A utility charge for the provision of landfill facilities on all assessments within Julia Creek, Kynuna, McKinlay and Nelia (“the Waste Facilities Charge”); and
- A utility charge for the provision of a kerbside refuse collection service on all assessments in Julia Creek, irrespective of whether the service is actually used by the ratepayer (“the Waste Collection Charge”).

For the financial year, Council resolves that the charges shall be as follows:

Waste Facilities Charge		
	Per Half Yearly Levy Charge (\$)	Annual Charge (\$)
Julia Creek	\$67.80	\$135.60
Kynuna, McKinlay and Nelia	\$17.37	\$34.74

Waste Collection Charge		
	Per Half Yearly Levy Charge (\$)	Annual Charge (\$)
First 240-litre wheelie bin service	\$85.00	\$170.00
Each additional 240-litre wheelie bin service	\$102.46	\$204.92

Moved Cr. N. Walker

Seconded Cr. J. Fegan

CARRIED 4/0

**5.8.7 DISCOUNT****RECOMMENDATION**

Pursuant to *Section 130* of the *Local Government Regulation 2012*, the differential general rates/sewerage utility charges/water utility charges/waste management utility charges made and levied shall be subject to a discount of 10% if paid within the discount period of 30 clear days of the date of issue of the rate notice provided that:

- a) all of the aforementioned rates and charges are paid within 30 clear days of the date of issue of the rate notice;
- b) all other rates and charges appearing on the rate notice (that are not subject to a discount) are paid within 30 clear days after the date of issue of the rate notice; and

- c) all other overdue rates and charges relating to the rateable assessment are paid within 30 clear days of the date of issue of the rate notice.

#### **Resolution No. 036/1920**

Pursuant to Section 130 of the Local Government Regulation 2012, the differential general rates/sewerage utility charges/water utility charges/waste management utility charges made and levied shall be subject to a discount of 10% if paid within the discount period of 30 clear days of the date of issue of the rate notice provided that:

- a) all of the aforementioned rates and charges are paid within 30 clear days of the date of issue of the rate notice;
- b) all other rates and charges appearing on the rate notice (that are not subject to a discount) are paid within 30 clear days after the date of issue of the rate notice; and
- c) all other overdue rates and charges relating to the rateable assessment are paid within 30 clear days of the date of issue of the rate notice.

Moved Cr. J. Fegan

Seconded Cr. S. Royes

CARRIED 4/0

#### **5.8.8 INTEREST**

##### **RECOMMENDATION**

Pursuant to *Section 133 of the Local Government Regulation 2012*, compound interest on daily rests at the rate of eleven percent (11%) per annum is to be charged on all overdue rates or charges excluding the PV Solar Levy Special Charge.

#### **Resolution No. 037/1920**

Pursuant to *Section 133 of the Local Government Regulation 2012*, compound interest on daily rests at the rate of eleven percent (11%) per annum is to be charged on all overdue rates or charges excluding the PV Solar Levy Special Charge.

Moved Cr. J. Fegan

Seconded Cr. N. Walker

CARRIED 4/0

#### **5.8.9 LEVY AND PAYMENT**

##### **RECOMMENDATION**

- a) Pursuant to *Section 107 of the Local Government Regulation 2012* and *Section 114 of the Fire and Emergency Services Act 1990*, Council's rates and charges, and the State Government's Emergency Management, Fire and Rescue Levy be levied:
  - for half year 1 July 2019 to 31 December 2019 – in August/September 2019; and
  - for the half year 1 January 2020 to 30 June 2020 – in February/March 2020.
- b) Pursuant to *Section 118 of the Local Government Regulation 2012*, that Council's rates and charges, and the State Government's Emergency Management, Fire and Rescue Levy, be paid within 30 clear days of the date of the issue of the rate notice.

**Resolution No. 038/1920**

- a) Pursuant to Section 107 of the Local Government Regulation 2012 and Section 114 of the Fire and Emergency Services Act 1990, Council's rates and charges, and the State Government's Emergency Management, Fire and Rescue Levy be levied:
- for half year 1 July 2019 to 31 December 2019 – in August/September 2019; and
  - for the half year 1 January 2020 to 30 June 2020 – in February/March 2020.
- b) Pursuant to Section 118 of the Local Government Regulation 2012, that Council's rates and charges, and the State Government's Emergency Management, Fire and Rescue Levy, be paid within 30 clear days of the date of the issue of the rate notice.

Moved Cr. S. Royes

Seconded Cr. N. Walker

CARRIED 4/0

**5.8.10 PAYING RATES OR CHARGES BY INSTALMENTS****RECOMMENDATION**

Pursuant to *Section 129* of the *Local Government Regulation 2012*, all rates and charges are payable by four equal instalments on 1 August 2019, 1 November 2019, 1 February 2020 and 1 May 2020. Interest will not be charged on the overdue rates or charges if the instalments are paid when due.

**Resolution No. 039/1920**

Pursuant to *Section 129* of the *Local Government Regulation 2012*, all rates and charges are payable by four equal instalments on 1 August 2019, 1 November 2019, 1 February 2020 and 1 May 2020. Interest will not be charged on the overdue rates or charges if the instalments are paid when due.

Moved Cr. J. Fegan

Seconded Cr. S. Royes

CARRIED 4/0

**5.8.11 RATES CONCESSIONS****RECOMMENDATION**

Pursuant to *Sections 120, 121 and 122* of the *Local Government Regulation 2012*, a rebate of the differential general rate categories 1, 2 and 3 where the owner of land qualifies for the State Government Pensioner Rate Remission Scheme be granted a concession equal to 55% of the total rates and charges payable..

**Resolution No. 040/1920**

Pursuant to *Sections 120, 121 and 122* of the *Local Government Regulation 2012*, a rebate of the differential general rate categories 1, 2 and 3 where the owner of land qualifies for the State Government Pensioner Rate Remission Scheme be granted a concession equal to 55% of the total rates and charges payable.

Moved Cr. S. Royes

Seconded Cr. J. Fegan

CARRIED 4/0

**5.8.12 STATEMENT OF ESTIMATED FINANCIAL POSITION**

**RECOMMENDATION**

Pursuant to *Section 205* of the *Local Government Regulation 2012*, the statement of the financial operations and financial position of the Council in respect of the previous financial year (“the Statement of Estimated Financial Position”) be received and its contents noted.

**Resolution No. 041/1920**

Pursuant to *Section 205* of the *Local Government Regulation 2012*, the statement of the financial operations and financial position of the Council in respect of the previous financial year (“the Statement of Estimated Financial Position”) be received and its contents noted.

Moved Cr. B. Murphy

Seconded Cr. N. Walker

CARRIED 4/0

**5.8.13 ADOPTION OF BUDGET**

Pursuant to *Section 170A* of the *Local Government Act 2009* and *Sections 169 and 170* of the *Local Government Regulation 2012*, Council's Budget for the 2019/2020 financial year, incorporating:

- i. The statements of financial position;
- ii. The statements of cash flow;
- iii. The statements of income and expenditure;
- iv. The statements of changes in equity;
- v. The long-term financial forecast;
- vi. The revenue statement;
- vii. The revenue policy (adopted by Council resolution on 18 June 2019);
- viii. The relevant measure of financial sustainability; and
- ix. The total value of the change, expressed as a percentage, in the rates and utility charges levied for the financial year compared with the rates and utility charges levied in the previous budget.
- x. Capital Works Program for 2019/2020 financial year.

as tabled, be adopted.

**Resolution No. 042/1920**

Pursuant to *Section 170A* of the *Local Government Act 2009* and *Sections 169 and 170* of the *Local Government Regulation 2012*, Council's Budget for the 2019/2020 financial year, incorporating:

- i. The statements of financial position;
- ii. The statements of cash flow;
- iii. The statements of income and expenditure;
- iv. The statements of changes in equity;
- v. The long-term financial forecast;
- vi. The revenue statement;
- vii. The revenue policy (adopted by Council resolution on 18 June 2019);
- viii. The relevant measure of financial sustainability; and
- ix. The total value of the change, expressed as a percentage, in the rates and utility charges levied for the financial year compared with the rates and utility charges levied in the previous budget.
- x. Capital Works Program for 2019/2020 financial year.

as tabled, be adopted.

Moved Cr. B. Murphy

Seconded Cr. N. Walker

CARRIED 4/0

**5.9 Operational Plan**

In accordance with *Section 174* of the *Local Government Regulation 2012*, Council must prepare and adopt an annual operation plan for each financial year.

The Operational Plan 2019/2020 is reflective of the proposed budget and associated programs.

**RECOMMENDATION**

That Council adopts the 2019/2020 Operational Plan Version 1 as presented.

**Resolution No. 043/1920**

Council adopts the 2019/2020 Operational Plan Version 1.

Moved Cr. J. Fegan

Seconded Cr. S. Royes

CARRIED 4/0

**6. CLOSURE OF MEETING** ▲

The Chair of the meeting Mayor Belinda Murphy declared the meeting closed at 3:05pm.

## **4.2 BUSINESS ARISING OUT OF MINUTES FROM PREVIOUS MEETING**



## **5.0 ENGINEERING SERVICES**

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**5.1 Subject:** Engineering Services Monthly Report July 2019  
**Attachments:** Nil  
**Author:** Director Engineering and Environmental & Regulatory Services  
**Date:** 1<sup>st</sup> August 2019

**Executive Summary:**

This report outlines the general activities for the Engineering Department for July 2019.

**Recommendation:**

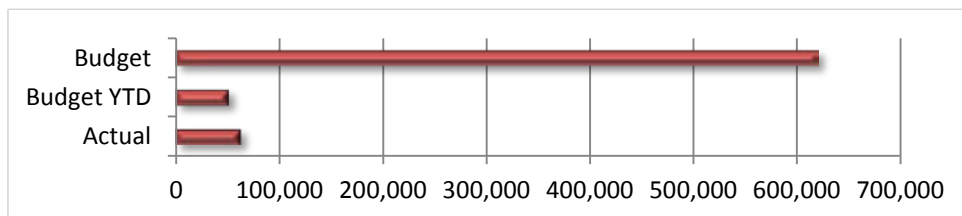
*That Council receives the Engineering Services monthly report for July 2019.*

**Background:**

This report outlines the general activities of the department for the month of July 2019 and also provides an update on the current activities of the department.

**Engineering Operations**

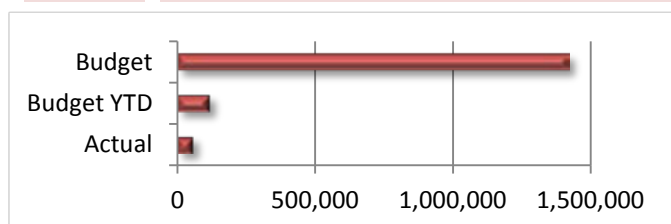
	Actual	Budget
<b>1000 Engineering Operating Costs</b>	\$63,092	\$620,000



**RMPC**

The RMPC have a new Foreman in Nathan Charlier. The crew have been cleaning and inspecting culverts and pipes on all four roads, as well as guide posts, pot hole patching and minor re sealing works. Inspections of kynuna rd and Beef rd at various chainages have been undertaken for the up coming re seal works by TMR.

	Actual	Budget
<b>1610 RMPC Works</b>	\$57,928	\$1,420,878

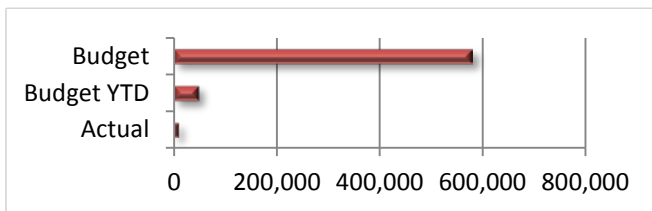






Cannington Road

	Actual	Budget
<b>1630 Cannington Road Works</b>	\$8,981	\$580,000

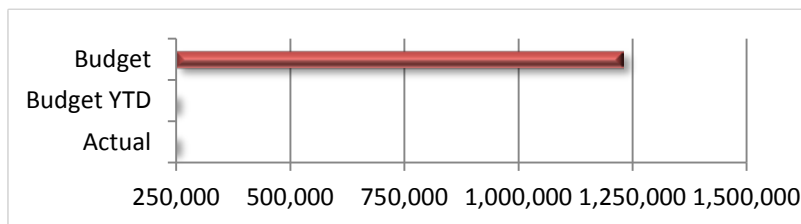


Services will be using a large chunk of the Cannington Road budget for stabilisation/sealing works later on in the fiscal year.

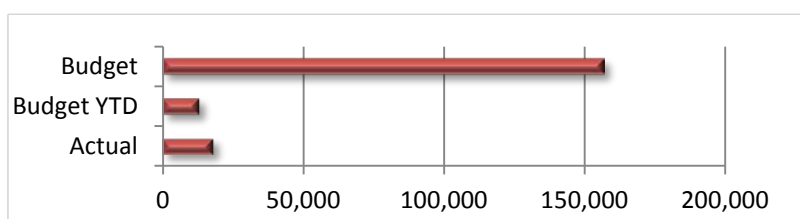
Maintenance

NDRRA works are still continuing on Old Normanton Rd, Gilliat Plains Rd, Braeside Rd and Niella Bunda Rd, A council crew have started works on combo Waterhole the scope of works consists of reshaping the road, Gravel and New two coat seal. Other works have been pot hole patching, new signage, inspection of signs in the shire. Maintenance grading has been happening on Byrimine Rd.

	Actual	Budget
<b>1100 Repairs &amp; Maintenance Shire Roads</b>	\$34,287	\$1,230,000



	Actual	Budget
<b>1100 Town Streets – Repairs and Maintenance</b>	\$18,082	\$157,000

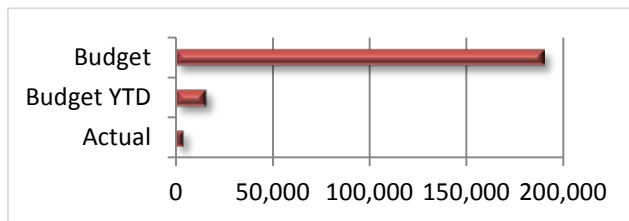




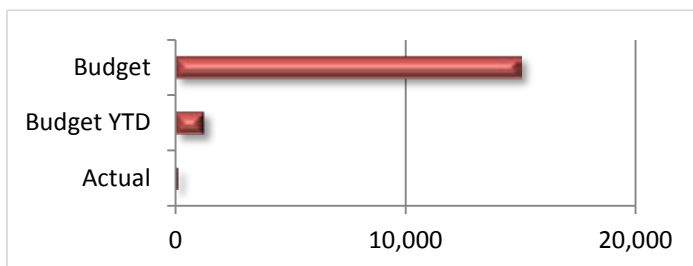
Water and Sewage

- Water run start of the month for Council license requirement
- Repair tap at McIntyre Park that the Army ran over
- Repaired broken water pipe at McIntyre Park
- Repair leak near racecourse house
- Did up blocked drain at Caravan park, clear blockage and install inspection openings
- Fire hydrant on footpath in front of Caravan Park repaired
- Repair taps at Caravan park
- Private works carried out for Brook Sollitt, Ira Sollitt and Walkabout Creek Pub
- Kynuna water plant upgrade, pipework installed. Pumps waiting to be connected to power
- Carried out a flow test for Julia Creek Hospital Fire hydrants
- Civic Centre urinals repaired
- Repaired a mains leak at Fegan`s private home

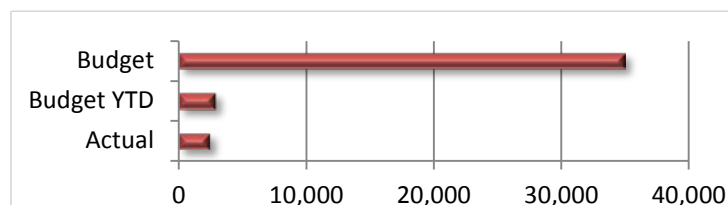
		Actual	Budget
<b>1800</b>	<b>Operational Costs – Julia Creek Water</b>	\$4,123	\$190,000



		Actual	Budget
<b>1810</b>	<b>Operational Costs – McKinlay Water</b>	\$132	\$15,000

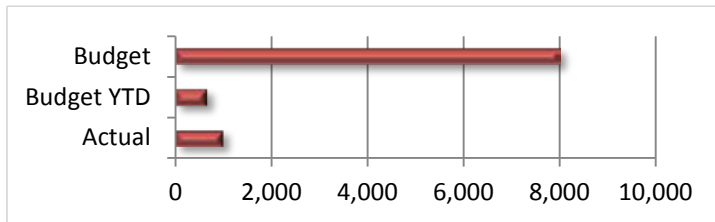


		Actual	Budget
<b>1820</b>	<b>Operational Costs – Kynuna Water</b>	\$2,490	\$35,000

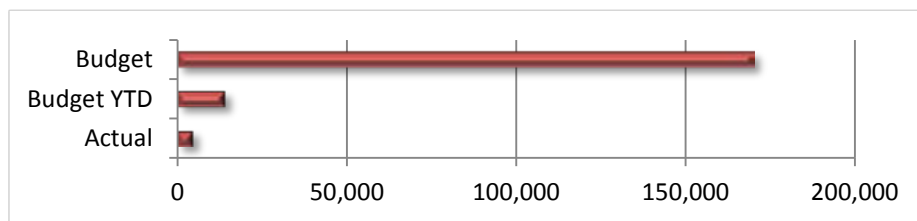




		Actual	Budget
<b>1830</b>	<b>Operational costs – Nelia Water</b>	\$996	\$8,000

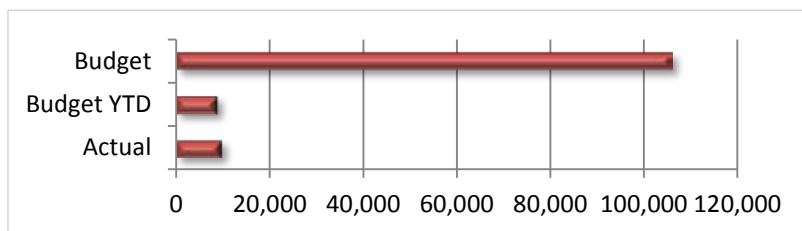


		Actual	Budget
<b>1900</b>	<b>Operational Costs – Julia Creek Sewerage</b>	\$4,728	\$170,000



Work shop

		Actual	Budget
<b>1000</b>	<b>Depot Operational Costs</b>	\$9,769	\$106,000

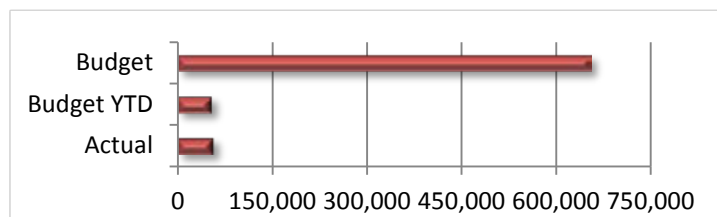




Parks and Garden

- Extra Hours have been spent on the oval this month.
- Regular maintenance around town of mowing and whipper snipping.

	Actual	Budget
<b>2700 Parks &amp; Gardens and Amenities – Operations</b>	\$57,470	\$655,000



**2018 Shire Road Flood Damage**

Three contract crews and one Council Crew are currently working full time on the program.

Additional Council crew supplementing when required.

Financial Position		
Current Approval	\$ 15,206,780.50	All Submissions approved
Expenditure to Date (Actual)	\$ 4,069,509.98	27%
Operational Position		
Overall	45% Completion	

**Current and upcoming works include:**

30.18	31.18	33.19	34.19
Wyaldra Road	Gilliat – McKinlay Road	Old Normanton 1 (in process)	
Debella Road	Oorindi Road	Gilliat Plains	



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Punchbowl Road	Beenfields Roads	Ernestina	
Alisona Road	Eulolo Roads		
Zonia Downs Road	Percol Road		
Nelia – Punchbowl Road	Ivellen Roads		
Bezuma Road	Leilavale Road		
Trenton Woodstock	Toolebuc Road		
Malpas Trenton	Strathfield Road		
Bunda Maxwellton	McKinlay-Nulgara		
Nelia-Bunda (in process)	Arizona-Braeside (in process)		

**2018 Events Highlights**

All submissions approved

Finalisation documents for Gidgery Creek to be forwarded to QRA

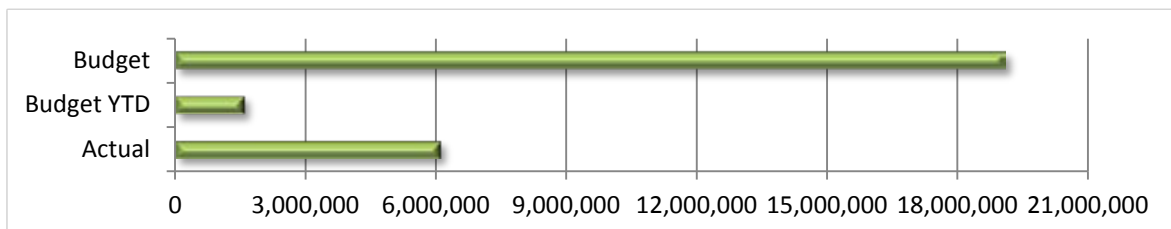


**Current 2019 Event**

- Emergent Works claim to be finalised by the end of August.
- Submission 1 (Taldora Road) approved.
- Works scheduled to commence mid August
- Submission 2 (North West unsealed roads) unloaded into MARS
- Infield assessment substantially completed.
- Approval expected to be received in the next 2 weeks
- REPA pickups completed.
- Remaining submissions to be uploaded in the next couple of weeks

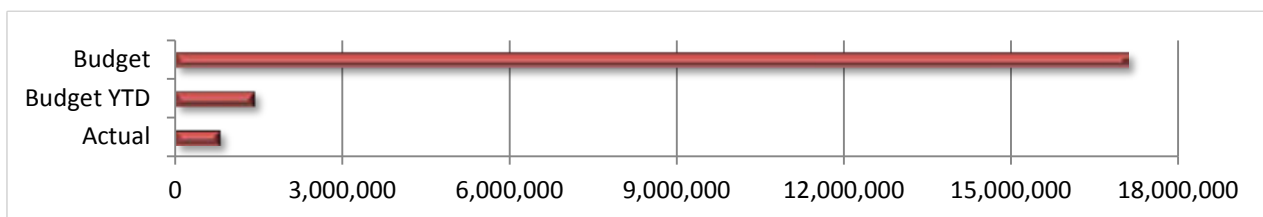
**Revenue**

	Actual	Budget
<b>1200 Shire Roads – Flood Damage Repairs</b>	\$6,095,060	\$19,083,832



**Expenditure**

	Actual	Budget
<b>1200 Shire Roads – Flood Damage Repairs</b>	\$808,834	\$17,090,000



Overall, it is a little early at this stage to post a forecast, that said the budget trends will be closely monitored over the coming months from which a forecast can be delivered.

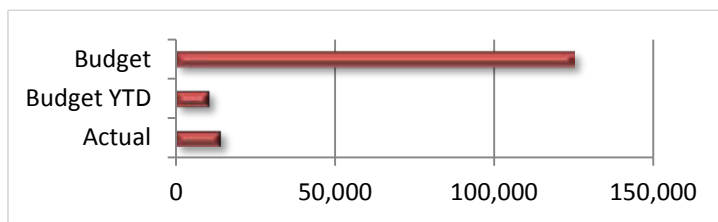


## Projects

### Julia Creek Airport Non-conformance

Council's staff's have received a draft copy of the rectification proposal from the Contractor the proposed repair cost and methodology is under review by a technical expert recommended by Council's Legal Consultant. More recently CASA mid July undertook a compliance audit of the Julia Creek aerodrome from which Council are expecting a report from CASA of over all compliance with Manual of Standards 139 (MOS139)

		Actual	Budget
1300	Airport Operational Costs	\$14,092	\$125,000



### Sewerage Treatment Plant – Stage 2

The installation of the interconnecting pipework between stage one and stage two is nearing completion. The new Bio-kubes have been seeded and the control units are being installed.

The conversion of the Inhoff Tank to a pump station is 70% completed, commissioning and plant optimization is expected to be completed within the second week of August.

### 2 Julia Street deep sewerage connection (Old Church)

Works was undertaken by Local Plumbing Contractor and now completed with only minor tail works remaining

### Julia Creek Cemetery

The toilet block is in transit and waiting for delivery.

### Bath House Landscaping

The Tender documents had been released to the market. The tender closed on Thursday the 1/8/2019.



Ordinary Meeting of Council Tuesday 27<sup>th</sup> August 2019

### **Bush Kitchen**

The modified shipping container's construction has been completed, the modification and install of the internal linings and the kitchen, benches and appliances is underway.

### **D&D Shed**

The internal fit out material lists has been completed and sub-contractor engagement has been undertaken. Appliances and benches have arrived and the stair kit has been ordered. Order has been given to the contractor to erect the fencing and gates.

### **Kynuna Water**

The proposed telemetry, filtration and pipework required have been finalized and ordered. The upgrade of the water filtration system and the installation of a second town pump have been delayed by a supply issue.

### **Kynuna Park**

The concrete slab and shelter area requirements have been completed; Order has been given to the contractor to supply and construction of the concrete slab have been released to the market. The concrete slab has been poured. The Septic system and the disposal area have been completed. The order has been given to the contractor to install a solar power system for the park as the cost of installing full power was out of the budget.

### **McKinlay Water**

The Costings for McKinlay's Water telemetry systems have been received and reviewed the 2018/2019 budget did not allow for the completion of the telemetry requirements for this site.

Council staff would be requesting the funds to complete a remote telemetry system for this site under 2019/2020 budget or from an external funding source.

**Consultation:** (internal/External)

Finance Manager, Works Staff

**Legal Implications:**

Nil

**Policy Implications:**

Nil.





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**Financial and Resource Implications:**

As provided in the report.

**InfoXpert Document ID:**

106394

**Saint Elmo Project update**

In July 2019, the Queensland Department of Natural Resources Mines and Energy (DNRME) has determined that the Saint Elmo Project is a Project of Regional Significance under the Water Plan (Gulf) 2007.

This is an important milestone for the Project as it allows Multicom to apply for a water entitlement from the unallocated strategic reserve from the Flinders River sub catchment. While it does not guarantee this entitlement will be granted, eligibility to apply is a key cornerstone of the Project's water supply strategy.

To achieve this status, the Project had to demonstrate the benefits it would bring to the region, particularly diversifying the regional economy through direct and indirect employment opportunities. This was successfully demonstrated, not only in the Shire of McKinlay, where the project is located, but across the economic catchment from Mount Isa to Townsville.

Multicom will be seeking to harvest some of this water from the Flinders River, whilst meeting environmental flow and water allocation security objectives. The water is proposed to be stored in a 10 GL dam near the Flinders River and pumped to the mine lease area.

Options to capture and use water onsite are also being considered to supplement this supply.

**SOUTHERN GULF NRM-MULTICOM MEMORANDUM OF UNDERSTANDING**

Southern Gulf Natural Resource Management (SG NRM) is a community-based not-for-profit organisation tasked with providing sustainable natural resource management services in the southern Gulf of Carpentaria region of Queensland.

Multicom and SG NRM have signed a Memorandum of Understanding which will see the two organisations collaborate to explore potential opportunities for Julia Creek Dunnart biodiversity offset and conservation outcomes associated with the Saint Elmo Project.

Through this collaboration, Multicom will to draw upon the significant experience of SG NRM in the areas of weed and pest management and land management practices, which may contribute to the ongoing benefit of the Project and Julia Creek Dunnart and its habitat.



## **6.0 ENVIRONMENTAL & REGULATORY SERVICES**

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**6.1 Subject:** Environmental and Regulatory Services Report – July 2019  
**Attachments:** Nil  
**Author:** Environmental & Regulatory Services Team Leader  
**Date:** 5<sup>th</sup> August 2019

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**Executive Summary:**

This report outlines the general activities, revenue and expenditure for the department for the period July 2019.

**Recommendation:**

*That Council receives the July 2019 Environmental and Regulatory Services Report.*

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**Background:**

This report outlines the general activities of the department for the month of July 2019.

Detailed below are the general matters of interest that relate to the day to day activities of the department throughout the month.

**Consultation:** (internal/External)

Environmental & Regulatory Services Team Leader, Local Laws Officer, Ranger and Finance Officer.

**Legal Implications:**

Nil

**Policy Implications:**

Nil

**Financial and Resource Implications:**

As provided in the report.

**InfoXpert Document ID:**

106271



## **1 – Refuse Collection and Disposal**

### **1.1 - Budget**

		<b>Actual</b>	<b>Budget</b>
ENVIRO1.1	3100 - Refuse Collection Revenue	\$47	\$82,376

		<b>Actual</b>	<b>Budget</b>
ENVIRO1.2	3100 - Kerbside Rubbish Collection	\$2,089	\$41,000

		<b>Actual</b>	<b>Budget</b>
ENVIRO1.3	3110 - Refuse Disposal Revenue	\$15	\$41,678

		<b>Actual</b>	<b>Budget</b>
ENVIRO1.4	3110 - Refuse Disposal Operational Costs	\$8,363	\$85,000

### **1.2 - Report**

#### **Julia Creek Waste Facility**

The facility continued to be pushed and covered during the month.

Contractors have commenced dumping the old hospital which is getting regularly pushed up with asbestos being bagged and buried within the asbestos pit.

## **2 – Environmental Health Services**

### **2.1 - Budget**

		<b>Actual</b>	<b>Budget</b>
ENVIRO2.1	3000 - Environmental Licence Fees ( Revenue)	\$0	\$1,600

		<b>Actual</b>	<b>Budget</b>
ENVIRO2.2	3000 - Environmental Health Services	\$952	\$229,000

### **2.2 - Report**

#### **Water and Sewage monitoring**

Water sampling is carried out in accordance with our Drinking Water Quality Management Plan (DWQMP) across our four (4) water supplies. Key matters of concern under the DWQMP are the presence of *Escherichia coli* or e-coli in the water. The presence of e-coli has potential health impacts.

Sampling undertaken in July did not show any signs of E.coli in all four townships

Sewerage sampling continues on a 3 monthly basis on the Julia Creek Sewerage Treatment Plant in accordance with the requirements of the licence issued by the Department of Environment and Science.



### Food Recalls

Three (3) Food Recalls were received during the month. No impacts to businesses in our shire

### Workplace Health and Safety

No safety issues were identified during the month. Hazard Inspections are currently being conducted on various buildings.

Council staff is progressing with the new E3 Learning System.

## **3 – Local Law Administration**

### **3.1 – Budget**

		<b>Actual</b>	<b>Budget</b>
ENVIRO3.1	3210 - Animal Registration Fees	\$158	\$5,000

		<b>Actual</b>	<b>Budget</b>
ENVIRO3.2	3210 - Fines & Penalties – Animal Control	\$158	\$1,000

		<b>Actual</b>	<b>Budget</b>
ENVIRO3.3	3210 - Animal Boarding	\$239	\$2,500

		<b>Actual</b>	<b>Budget</b>
ENVIRO3.4	3210 - Local Law Administration	\$7,792	\$90,000

### **3.2 - Report**

General information of activities for Local Law/Animal Control matters is outlined the table below.

**Table 1 - Local Law & Animal Control Summary**

<b>Activity</b>	<b>Number/Details</b>
Impoundings and notices	One (1)
Euthanized/Destroyed	Nil
Verbal/Written/Official warning	One (1) – dog wandering
Complaints	Nil
Dog Boarding	Three (3) dogs
Removal of Dead Animals	Nil
Trapping Locations & Results	Cat traps put at various locations with 7 being trapped

## **4 – Noxious Weeds and Pest Control**

### **4.1 - Budget**

		<b>Actual</b>	<b>Budget</b>
ENVIRO4.1	3220 - Pest Plant & Animal Control Funding	\$20,000	\$0

		<b>Actual</b>	<b>Budget</b>
ENVIRO4.2	3220 - Truck Washdown Bay Revenue	\$1,642	\$20,000



		Actual	Budget
ENVIRO4.3	3220 - Dingo Baits (Revenue)	\$0	\$1,200

		Actual	Budget
ENVIRO4.4	3220 - Feral Pig Baits (Revenue)	\$0	\$0

		Actual	Budget
ENVIRO4.5	3220 - Pest Animal Rural Land Owners Fees	\$0	\$43,244

		Actual	Budget
ENVIRO4.5	3220 - Pest Plant Control Program	\$26,685	\$195,000

		Actual	Budget
ENVIRO4.6	3230 - Pest Animal Control Program	\$1,012	\$77,000

#### **4.2 – Report**

##### **Fogging**

No fogging occurred during the month.

##### **Feral Animal Control**

No Factory baits were issued in July.

No Dingo Scalps were presented in July.

##### **Pest Weed**

Drain next to Netterfield Street was sprayed during the month.

##### **Airport**

Local Laws Officer whipper snipped and poisoned along strip areas

##### **Washdown Bay**

Facility has been running fine. Drains were cleaned out during the month.

Dug pit out so water can fill dam

#### **5 – Livestock Operations**

##### **5.1 – Budget**

		Actual	Budget
ENVIRO5.1	3235 - Livestock Weighing Revenue	\$2,752	\$56,000

		Actual	Budget
ENVIRO5.2	3235 - Livestock Cattle Train Loading Revenue	\$8,697	\$20,000

		Actual	Budget
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ENVIRO5.3 3235 - Livestock Operational Costs \$4,825 \$68,000

**5.2 - Report**

**Julia Creek Livestock Facility**

Weighing and Scanning figures were not available for July due to staff absence

**Table 2 - Livestock Weighing Month and Year Totals**

MONTH	2013	2014	2015	2016	2017	2018	2019
JANUARY	0	359	0	0	0	183	0
FEBRUARY	1740	1322	1872	525	467	3241	0
MARCH	676	617	3446	1497	1333	388	0
APRIL	1584	406	5315	951	2487	2217	1034
MAY	3829	1891	8107	615	2062	3065	1768
JUNE	3976	2,109	3,442	1456	1522	742	894
JULY	1,774	0	2,170	2809	2003	1143	TBA
AUGUST	0	374	1183	2582	2311	6291	
SEPTEMBER	338	3274	488	2665	1478	765	
OCTOBER	1153	790	1252	4613	1127	4708	
NOVEMBER	357	508	36	1011	2673	4788	
DECEMBER	0	240	0	234	340		
<b>TOTAL FOR YEAR</b>	<b>15,427</b>	<b>11,890</b>	<b>27,311</b>	<b>18,958</b>	<b>17,803</b>	<b>27,531</b>	<b>3,696</b>

**Livestock Operations (Cattle Loading)**

A total of 4,564 head of cattle loaded during July with a total of thirteen (13) trains being loaded.

**Table 3 – Livestock Loading Month and Year Totals**

MONTH	2013	2014	2015	2016	2017	2018	2019
JANUARY	0	0	0	0	0	0	0
FEBRUARY	1764	680	0	0	132	0	0
MARCH	5310	851	0	572	920	0	0
APRIL	5813	1811	7653	1737	580	0	0
MAY	8670	7414	7204	2933	6126	603	3199
JUNE	8451	5912	6605	3486	2658	674	3322
JULY	7645	5246	6998	3565	3654	2084	4564
AUGUST	4215	6843	3936	4963	2898	674	
SEPTEMBER	1904	4508	315	2233	1804	2454	



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OCTOBER	1800	3122	0	1070	0	3424	
NOVEMBER	0	3439	0	1641	0	1458	
DECEMBER	0	0	0	144	0	0	
<b>TOTAL FOR YEAR</b>	<b>45572</b>	<b>38826</b>	<b>32711</b>	<b>22344</b>	<b>18772</b>	<b>11371</b>	<b>11085</b>

**6 – Stock Routes and Reserves**

**6.1 – Budget**

		<b>Actual</b>	<b>Budget</b>
ENVIRO6.3	3300 - Stock Route – Permit/Water Fees	\$0	\$8,600

		<b>Actual</b>	<b>Budget</b>
ENVIRO6.2	3300 - Stock Route Recoverable Works (Revenue)	\$0	\$48,000

		<b>Actual</b>	<b>Budget</b>
ENVIRO6.4	3300 - Trustee Lease Fees	\$598	\$70,700

		<b>Actual</b>	<b>Budget</b>
ENVIRO6.5	3300 - Reserves Agistment Fees	\$1,355	\$15,000

		<b>Actual</b>	<b>Budget</b>
ENVIRO6.6	3300 - Precept Expenses	\$0	\$18,100

		<b>Actual</b>	<b>Budget</b>
ENVIRO6.7	3300 - Stock Route Maintenance	\$5,904	\$158,000

		<b>Actual</b>	<b>Budget</b>
ENVIRO6.8	3300 - Reserves Expenses	\$0	\$31,500

**6.2 - Report**

**Stock Routes and Reserves**

No Agistment/Tailing Permits were issued during the month.  
There currently are Twenty Eight (28) Stock Route Water Agreements.

**Cemeteries**

		<b>Actual</b>	<b>Budget</b>
ENVIRO6.9	3400 - Cemeteries	\$1,108	\$17,000

There were three enquiries during the month; one for Julia Creek, one for Kynuna and one for McKinlay





## **7 – Work Program (Workcamp)**

### **7.1 - Budget**

		<b>Actual</b>	<b>Budget</b>
ENVIRO7.1	3600 - Work Program	\$3,213	\$22,000

### **7.2 - Report**

The Work Camp program has been busy with a number of community based programs as detailed in the table below.

**Table 4 - Work Program Activities**

<b>Activity</b>	<b>Details</b>
Mowing of various NFP yards in Julia Creek	Mowing conducted frequently
Mowing of all local churches	Mowing conducted frequently
Mowing/Whipper snipping around Airport Area	Mowing conducted when required
Whipper snipping and various maintenance of McIntyre Park Area	Works conducted when required
Mowing/Whipper Snipping around Sale Yards	Mowing conducted when required
Mowing of hill at Dirt and Dust Central	Mowing conducted when required
Lawn and Gardening Maintenance at the Julia Creek State School	Mowing conducted when required
Julia Creek Waste Management and Recycling Facility – Picking up Rubbish	Ongoing, however Local Laws Officer is undertaking this more regularly now.
Kynuna, McKinlay and Nelia Waste Facilities – Cleaning of Facility	Ongoing
Various works at all Cemeteries	Ongoing
Assistance with various works around the Livestock Facility	Ongoing
Picking up rubbish around entry to Julia Creek	Ongoing
Assistance with cementing at Julia Creek Cemetery	Ongoing
Assistance with RV Camp clean-up	Ongoing



**8 – Housing, FRB and Community Centre**

**8.1 – Budget**

		<b>Actual</b>	<b>Budget</b>
ENVIRO9.1	3810 - Council Property / Staff Housing Program Rev	\$6,770	\$75,000

		<b>Actual</b>	<b>Budget</b>
ENVIRO9.3	3810 - Council Property / Staff Housing Program Exp	\$7,386	\$150,000

		<b>Actual</b>	<b>Budget</b>
ENVIRO10.4	3820 - Community Centre Hire Fees	\$531	\$4,000

		<b>Actual</b>	<b>Budget</b>
ENVIRO10.4	3820 - FRB Centre RENT	\$2,452	\$30,000

		<b>Actual</b>	<b>Budget</b>
ENVIRO10.5	3820 - FRB Units & Community Ctre Operational Costs	\$2,252	\$63,000

**8.2 - Report**

**Council Property / Staff Housing**

Council Property / Staff Housing activities for the month are detailed in Table 6 below.

**Table 6 - Council Property / Staff Housing Activities**

<b>Activity</b>	<b>Number</b>
Properties Available for use	5 Coyne Street 25 Byrne Street 4 Amberley Drive Lot 4 Netterfield Street
New Tenancies	One - Lot 3 Netterfield Street (Ergon)
Finalised Tenancies	Nil
Remedy Breach	Nil
Notice to Leave	Nil
Notes	General Maintenance performed when required.

**Old Senior/Aged Care Housing**

Old Senior/Aged Care Housing activities for the month are detailed in Table 7 Below:

**Table 7 – Old Senior / Aged Care Housing Activities**

<b>Activity</b>	<b>Number</b>
Properties Available	4
New Tenancies	Nil



Finalised Tenancies	Nil
Remedy Breach	Nil
Notice to Leave	Nil
Notes	General Maintenance performed when required.

### Seniors Living Units

Seniors Living Unit activities for the month are detailed in Table 8 Below:

**Table 8 – Seniors Living Units Activities**

Activity	Number
Properties Available	Three (3) - Unit 1, Unit 3 & Unit 7
New Tenancies	Nil
Finalised Tenancies	Nil
Remedy Breach	Nil
Notice to Leave	Nil
Notes	General Maintenance performed when required.

## 9 – Land and Building Development

### 9.1 - Budget

	Actual	Budget
ENVIRO11.1 3900 - Revenue	\$0	\$2,500

	Actual	Budget
ENVIRO11.2 3900 - Town Planning Program	\$7,875	\$51,000

### 9.2 - Report

#### **Regulatory Services, Land and Building Development**

Two DA's were received during the month. Council are awaiting further information before they are processed.

## 10 – Local Disaster Management

### 10.1 – Budget

	Actual	Budget
ENVIRO12.1 2760 - SES Grants	\$0	\$80,368

	Actual	Budget
ENVIRO12.2 2760 - Natural Disaster Grants	\$0	\$6,780

	Actual	Budget
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ENVIRO12.3	2760 - Disaster Management Operational Costs	\$449	\$25,500
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## **10.2 - Report**

### **Disaster Management**

No incidents activated the LDMG during the month of July.

### **Julia Creek SES**

Julia Creek SES has seen a rise in new memberships and plenty of training and planning has begun for the upcoming storm season. A "Get Ready Qld" campaign was discussed during training and a flyer will be distributed to the community and especially the elderly community informing that the SES would be happy to assist in the cleaning of gutters and removal of branches and debris from house yards.

Julia Creek and Kynuna members attended a First Aid and Casualty Handling exercise in Mount Isa along with crews from Bedourie, Cloncurry and Mount Isa. This was the first chance for the new members to put their training into practice.

Continual training on a fortnightly bases in Julia Creek with the SES and training along side the Julia Creek Ambulance personal and Auxiliary Fire Fighters on a Tuesdays nights. Team building and understanding everyone's strengths have proven to be an asset to the emergency services throughout McKinlay Shire.

The Julia Creek SES Local Controller and Deputy Local Controller along with Gordon Graham (Area Controller for SES) attended the Kynuna Rural Fires AGM. Items bought up in the AGM are as followed

- The emergency lighting provided is proving to be an issue. This has been discussed with Megan to propose new lights in the budget for McKinlay. The emergency lighting from Julia Creek can go to Kynuna, as the generator in Julia Creek will remove the need for portable lights if there is no power. The lights that both towns currently have require two 9volt batteries and none of them have held there charge, rendering them useless. They are bulky and take quite a while to distribute.
- A member from the community had concerns about a possibly fatal situation they face a few months back with an elderly gentleman, where a recuse flight was denied due to no fuel being available. Discussions with Life Flight have been undertaken to see if there is an opportunity to hold emergency fuel under the care of the QFES in Kynuna for such circumstances. Currently waiting to here back of there outcome.
- The roller door that was installed for the fire truck side was only a manual lift, and is extremely difficult to lift it and pull it back down. Robyn form Rural Fires will install a powered roller door at the Rural Fire cost.
- A pin lock has been ordered for the entry door and we will do away with the keys all together for Kynuna. Discussion was also made on incorporating this into both the McKinlay and Julia Creek Sheds.



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**6.2 Subject:** BYO Request – Corrina’s Café and Bakery  
**Attachments:** 6.2.1 – Email Correspondence *InfoXpert ID: 106396*  
**Author:** Environmental & Regulatory Services Team Leader  
**Date:** 9<sup>th</sup> August 2019

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**Executive Summary:**

Council has received correspondence from Corrina Sollitt of Corrina’s Café and Bakery requesting Council’s permission to have BYO at her premises at 33 Burke Street, Julia Creek.

She has been advised by the Office of Liquor and Gaming Regulation (OLGR) that they don’t require approvals for this type of activity but state some local governments may need notification of BYO and may endorse this on your food licence.

**Recommendation:**

*Council resolves to advise Corrina Sollitt that her request for BYO at her premises known as Corrina’s Café and Bakery located at 33 Burke Street, Julia Creek has been approved.*

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**Background:**

Council has received correspondence from Corrina Sollitt of Corrina’s Café and Bakery requesting Council’s permission to have BYO at her premises at 33 Burke Street, Julia Creek.

She has been advised by the Office of Liquor and Gaming Regulation (OLGR) that they don’t require approvals for this type of activity but state some local governments may need notification of BYO and may endorse this on your food licence.

Advice was received from Council’s external food auditor who clarified that there are no requirements to have this activity listed on their food licence but did advise that Council may have specific requirements under its Planning Scheme and Local Laws.

On review of both the planning scheme and local laws it found that BYO is not referred to within the documents therefore Council can choose to approve or decline the request for BYO at this premises.

**Legal Implications:**

Nil

**Policy Implications:**

Nil

**Financial and Resource Implications:**

Nil

**Risk Management:**

Nil

**Options for Council to Consider :**

Council can choose to approve or decline the request for BYO at this premise.

**InfoXpert Document ID:**

106395

**From:** Corrinas Cafe And Bakery [mailto:corrinascafeandbakery@gmail.com]  
**Sent:** Wednesday, 7 August 2019 2:40 PM  
**To:** Megan Pellow; Corrina Sollitt  
**Subject:** BYO License for the Cafe

Hi Megan,

I have been chasing up a BYO license for Corrina's Café & Bakery and have found out that the Office of Liquor and Gaming Regulation (OLGR) don't require approvals for this type of activity but state that we have to get an endorsement from the Local Council on our food License to offer BYO at our venue. Link below:

<https://www.business.qld.gov.au/industries/hospitality-tourism-sport/liquor-gaming/liquor/licensing/applications/byo>

Can you please follow this up and see how we can get this through for Corrina please.

Kind Regards,

Lyndell Crawford  
Corrina's Café & Bakery  
33 Burke Street, Julia Creek QLD 4823

**Bookings & Enquiries**

Business Phone: 074746 7674  
(Corrina): 0488534927  
[corrinas catering@gmail.com](mailto:corrinas catering@gmail.com)

**Accounts**

(Lyndell): 0428891509  
[corrinascafeandbakery@gmail.com](mailto:corrinascafeandbakery@gmail.com)



## 7.0 COMMUNITY SERVICES

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**7.1 Subject:** Community Services Monthly Report  
**Attachments:** Nil  
**Author:** Director Corporate and Community Services  
**Date:** 7<sup>th</sup> August 2019

**Executive Summary:**

Council is presented with the monthly Community Services report, which provides an overview of the operations for the month: **July 2019**.

Overall, the data show a steady increase in the number of visitors to the services provided (library, caravan parks and VIC). The community services are comparable to previous months and do not show significant changes.

**Recommendation:**

*That Council receives the Community Services monthly report for July 2019*

**InfoXpert ID:**

106150

The following report highlights the data for each of the Functional Areas of the Community Services Department.

**Julia Creek Caravan Park**

Thanks to the first full report from our new RMS booking software used at the JC Caravan Park, we have been able to distinguish services rendered as follows. The RMS booking software indicates total revenue of approx. \$80,466 compared to \$71,720 in June. This represents an increase of 12.2%.

Type of service	JUNE Total Revenues (incl GST)	JULY Total revenues (incl GST)
Donga Units	\$3,570	\$1,742
Powered Sites	\$33,049	\$44,269
Cabins	\$20,689	\$12,240
Storage	\$240	\$126
Unpowered Sites	\$5,186	\$8,256
<b>Sub Total</b>	<b>\$62,734</b>	<b>\$66,633</b>
Artesian Baths incl. salts	\$5,625	\$10,134
McIntyre Park	\$15	\$500
Cheese Platters	\$200	\$550
Laundry	\$1,601	\$2,089
Long Term Stay	\$1,560	\$560
<b>Calculated Total</b>	<b>\$71,720</b>	<b>\$80,466</b>

Table 1: JC Caravan Park Revenues July 2019

**Bush Dinner – Attendance**





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New to the monthly report is an overview of the Bush Dinner Attendance and Catering 2019. Please find below an extract of the data

Date	Catered by	Attendance	Monthly totals
29 April	QCWA Country Kitchens	33	33
6 May	Catholic Church	52	
13 May	QCWA JC	54	
20 May	Chaplaincy	68	
27 May	JC – CSA	60	234
3 June	JC – P&C	140	
10 June	Lions Ladies	100	
17 June	JC – CSA	113	
24 June	JC – P&C	109	462
1 July	Lions Men	126	
8 July	Kynuna Rodeo	135	
15 July	QCWA Nelia	125	
22 July	Lions Men	161	
29 July	Lions Ladies	176	723
5 August	Julia Creek ICPA		
12 August	JC Pony Club		
19 August	Nelia Small Community Group		
26 August	JC – P&C		
2 September	Hospital Aux		
9 September	QCWA JC		
16 September	JC Swim Club		
23 September	Kids of the Creek		
Total		1,452	

The estimated total amount spent/collected comes to 1,452 \* \$15 = \$21,780 (July 2019)

### Library Services at Julia Creek

This month included the visit from the newly appointed Governor-General. This gave us at the library the exciting opportunity to have our very own tree of life displayed in the Jan Eckford centre. We were also lucky enough to have our artist and mentor Mena Stemm available on the day to answer any questions the Governor General may have had.

We also held the child minding service that council provided for the Thank You Dinner at the library, we had a great time with a sausage sizzle and Ice cream for dinner and fun and games during the night.

This month also included the school holidays therefore we had the school holiday program on two days at the library. The first day was a movie making day, the children split into groups and each group decided on a genre for their movie, which characters were chosen and the story line. They were very imaginative with lots of adventure, romance and suspense. Our intension was to vote on the finished movies and have our own academy awards, unfortunately we ran out of time, we are hoping to finish off one Friday afternoon.



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The second day we had art. The kids were all able to choose an animal and decorate it with colours and designs of their own choice.



Topic	July 2019	June 2019	May 2019	April 2019
New Members May 2019	-17	5	2	4
Adults	261	276	271	269
Juniors	87	89	89	89
Total individuals	348	365	360	358
Institutions	2	2	2	2

**Table 2: Members overview JC Library**

The library recorded the following Services in April and May 2019

Service Provided	July 2019	June 2019	May 2019	April 2019
Reservations Satisfied	89	50	44	99
Requests for Books	97	60	47	51
Internet/computer usage	285	379	369	304
Ipad usage	277	221	298	218
WiFi usage	216	242	228	300
Photocopier				
Broadband for Seniors	102	134	62	7

**Table 3: Services rendered at JC Library**

The diagrams of the loans and visitors are as follows

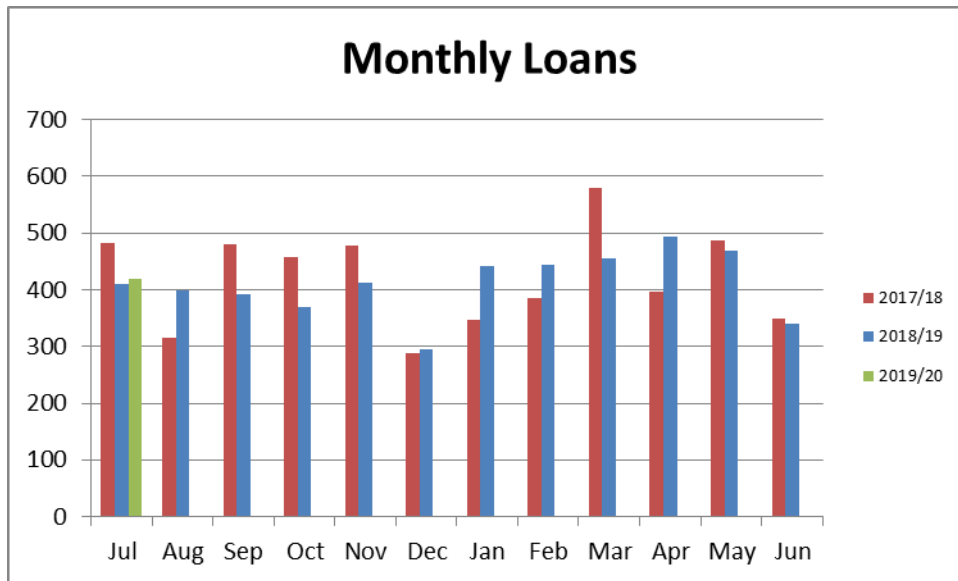


Figure 1: Monthly Loans JC Library 2016 - present

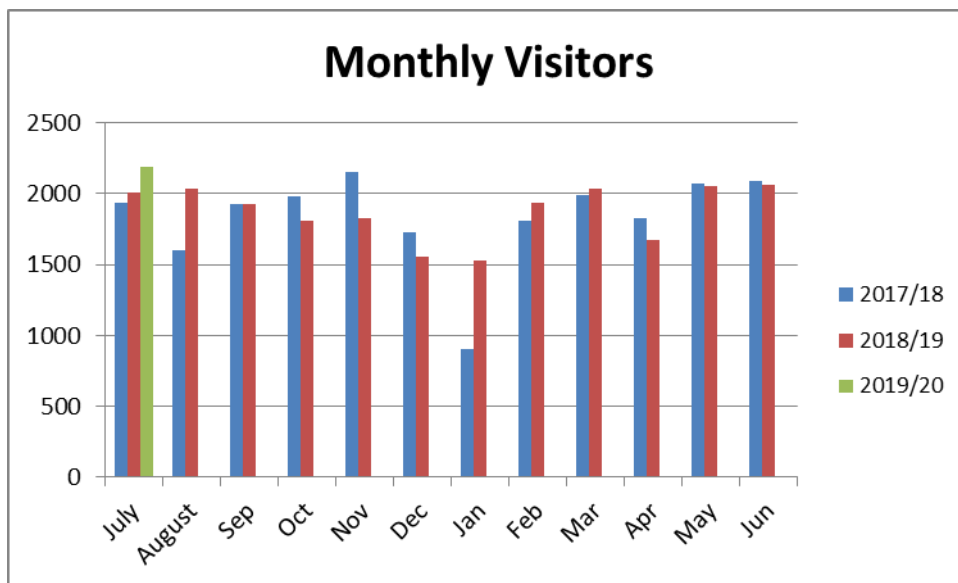


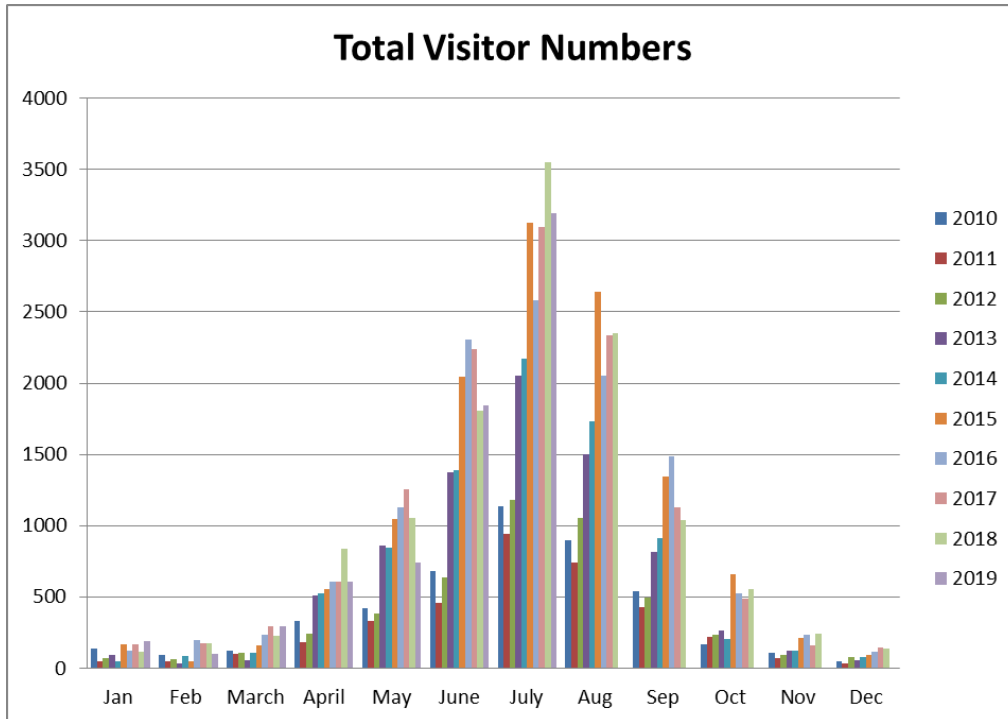
Figure 2: Monthly visitors library years 2016 - present



**Tourism**

**July 2019 | VIC visitors number | 3,192 compared to 3,553 last year, or -10.1%**

In July 2019, the team welcomed 3,192 visitors to the Julia Creek Visitor Information Centre (VIC) compared to 3,553 visitors in July 2018 – an **decrease** of 10.1%. The year-to-date data show a total of 6,963 visitors to the VIC compared to 7,770 visitors over the same period in 2018 – a **decrease** of 10.4%. The team have worked to push the message that all roads are open and accessible.



**Figure 3: Tourism - total number of visitor 2010-present per month**

Month	2017	2018	Growth 2018 – 2017	2019	Growth 2019 – 2018
January	166	116	-30.12%	191	64.7%
February	172	175	1.74%	99	-43.4%
March	290	230	-20.69%	294	27.8%
April	608	836	37.50%	604	-27.8%
May	1,257	1,050	-16.47%	743	-29.2%
June	2,241	1,810	-19.23%	1,840	1.7%
July	3,094	3,553	14.84%	3,192	-10.1%
August	2,336	2,348	0.51%		
September	1,128	1,036	-8.16%		
October	490	558	13.88%		
November	157	240	52.87%		
December	141	139	-1.42%		
<b>Total</b>	<b>12,080</b>	<b>12,091</b>	<b>0.09%</b>	<b>6,963</b>	

**Table 4: Detailed visitor numbers 2017 - present per month**



**July 2019 | VIC Locals | 25 compared to 30 last year, or -/16%**

In July 2019, the VIC team welcomed 25 local visitors compared to 30 in July 2018 – a **decrease** of 16%. There have been 292 local visitors to the Julia Creek Visitor Information Centre this year to date (YTD) compared with 329 visitors over the same period in 2018 - a decrease of 11.25% between 2018 and 2019 YTD figures.

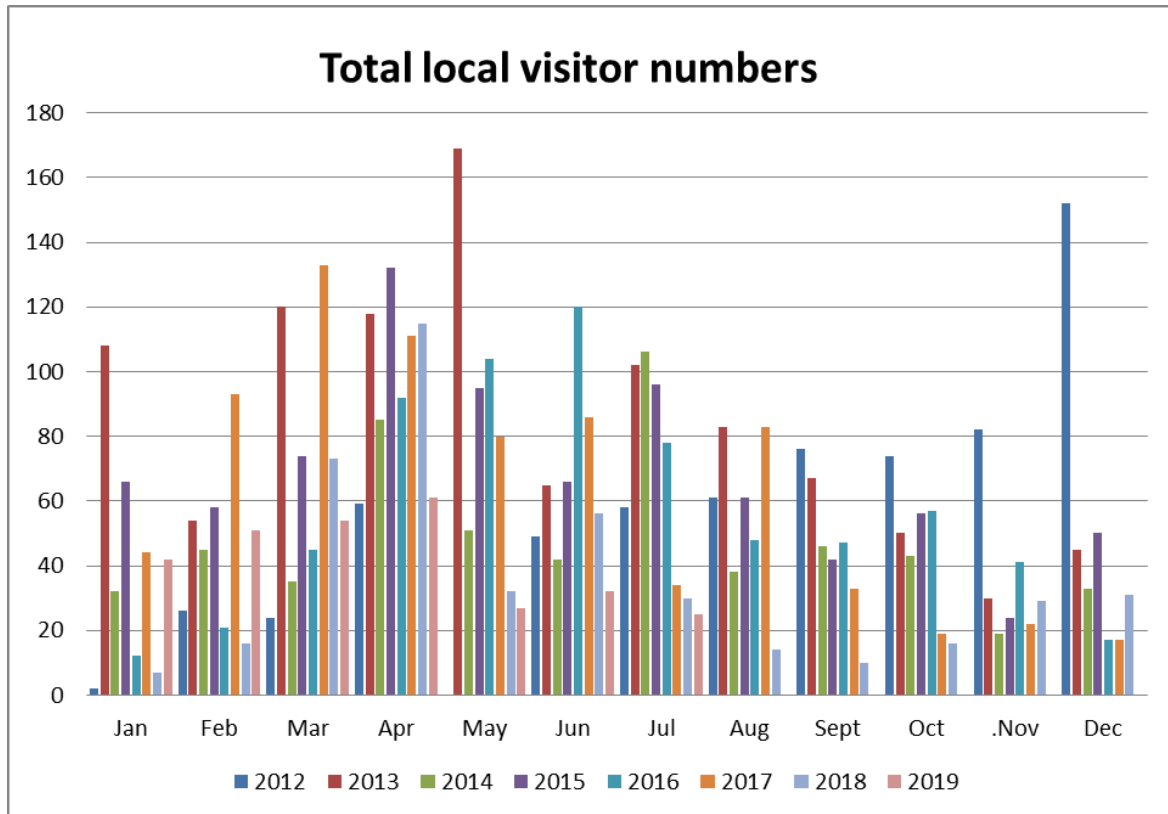


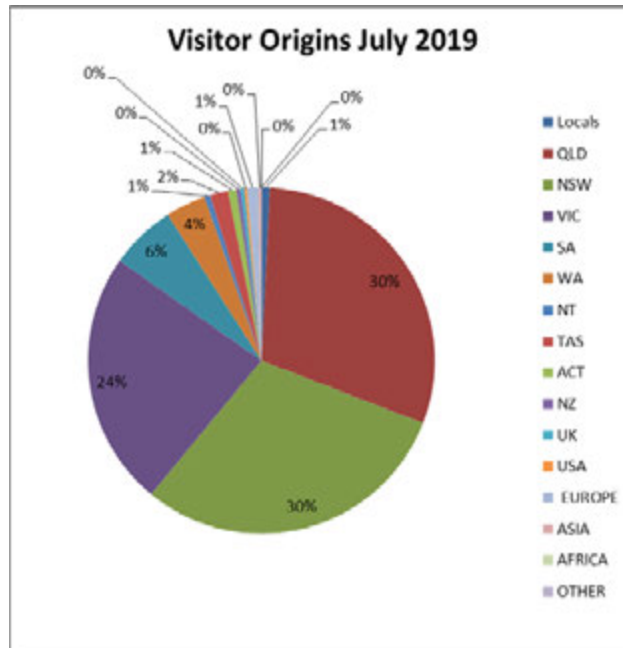
Figure 4: local visitor numbers - 2012 to present per month

Month	2017	2018	Growth 2018 - 2017	2019	Growth 2019 - 2018
January	44	7	-84.1%	42	500.0%
February	93	16	-82.8%	51	218.8%
March	133	73	-45.1%	54	-26.0%
April	111	115	3.6%	61	-47.0%
May	80	32	-60.0%	27	-15.6%
June	86	56	-34.9%	32	-42.8%
July	34	30	-11.8%	25	-16%
August	83	14	-83.1%		
September	33	10	-69.7%		
October	19	16	-15.8%		
November	22	29	31.8%		
December	17	31	82.4%		
<b>Total</b>	<b>755</b>	<b>429</b>	<b>-43.2%</b>	<b>267</b>	



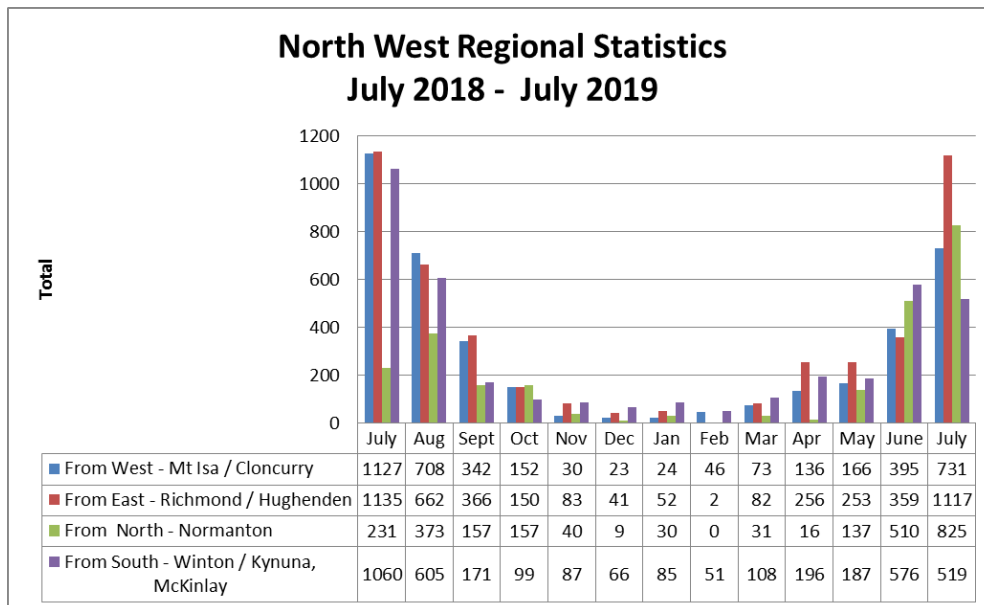
**Table 5: Tourism - detailed look at 2017 - present local visitors numbers**

The largest markets are visitors from the usual states i.e. Queensland, NSW and Victoria, accounting for ~77% of total visitor origins.



**Figure 5: Visitor Origins July 2019 - state and international**

Looking at the North West regional Stats, we see the following data emerge:



**Figure 6: North-West statistics - different regions last 12 months**



### Beneath the Creek

There were 859 entries to 'Beneath the Creek' in July 2019 compared to 747 in July 2018 – a 15% increase. Looking at YTD data, we see that there have been 1,726 entries to Beneath the Creek compared to 1,639 over the same period in 2018 which represents a 5.3%% increase.

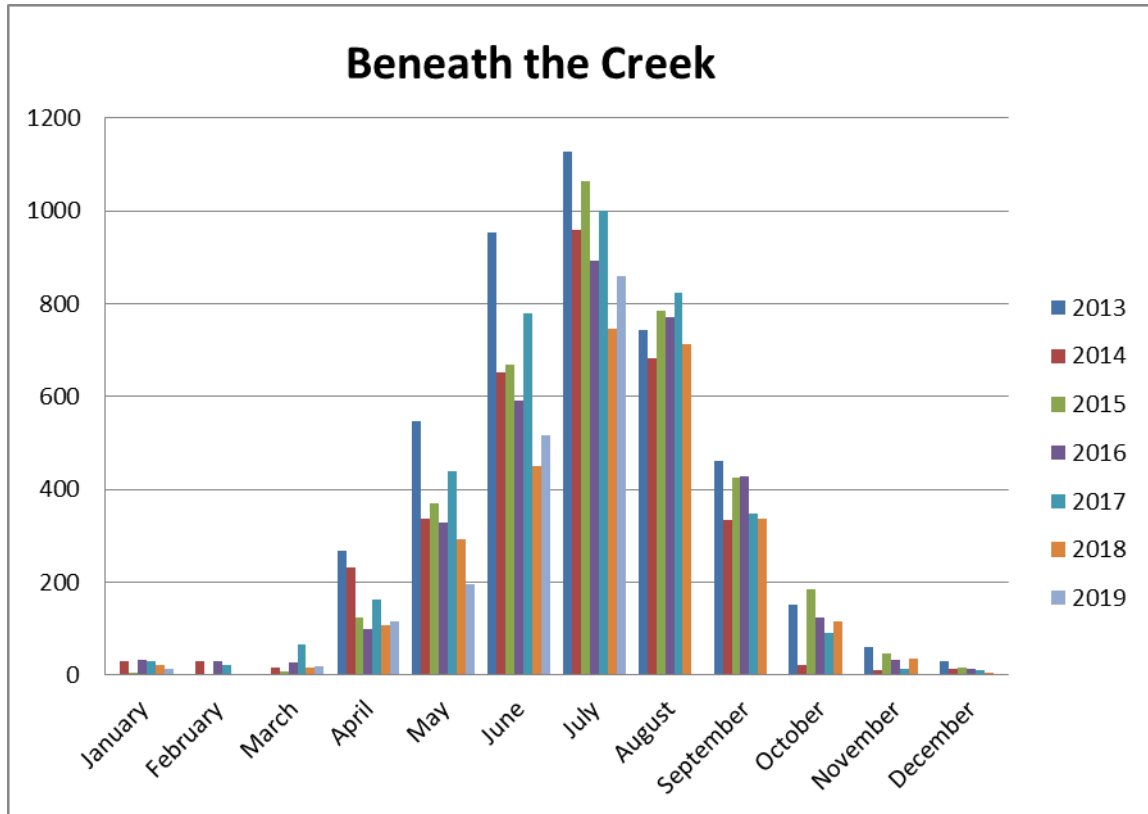


Figure 7: Beneath the Creek visitor numbers 2013 - present



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The June and July 2019 figures for Beneath the Creek are positive and show a steep incline in visitation compared to last year. As July is historically the best month, we expect to see around 3,200 visitors this year.

Months in years	Beneath The Creek			VR Experience	
	2017	2018	2019	2018	2019
January	29	23	13	n/a	10
February	23	2	4	n/a	0
March	66	16	20	n/a	6
April	164	107	116	n/a	10
May	439	294	196	n/a	23
June	778	450	518	n/a	140
July	1,001	747	859	n/a	334
August	822	712		n/a	
September	347	336		n/a	
October	90	117		12	
November	13	35		7	
December	11	5		2	
<b>Total</b>	<b>3,783</b>	<b>2,844</b>	<b>1,726</b>	<b>21</b>	<b>523</b>

Table 6: Detailed numbers for VIC - Beneath the Creek and VR Experience

**Social Media and Website Data**

The social media outlets show the following data (cumulative figures)

Dates	Facebook Page Likes		Instagram Likes		Websites	
	MSC	JC VIC	MSC	JC VIC	MSC	JC VIC
<b>1 May</b>	5,831	3,668	552	1,140	<b>Sessions</b>	<b>Sessions</b>
<b>31 May</b>	5,844	3,733	590	1,160	1,500	589
<b>30 June</b>	5,838	3,779	610	1,204		
31 July	n/a					
% Increase	<b>-0.1%</b>	<b>1.26%</b>	<b>3.39%</b>	<b>3.79%</b>	<b>New Users</b>	<b>New Users</b>
					2,000	666

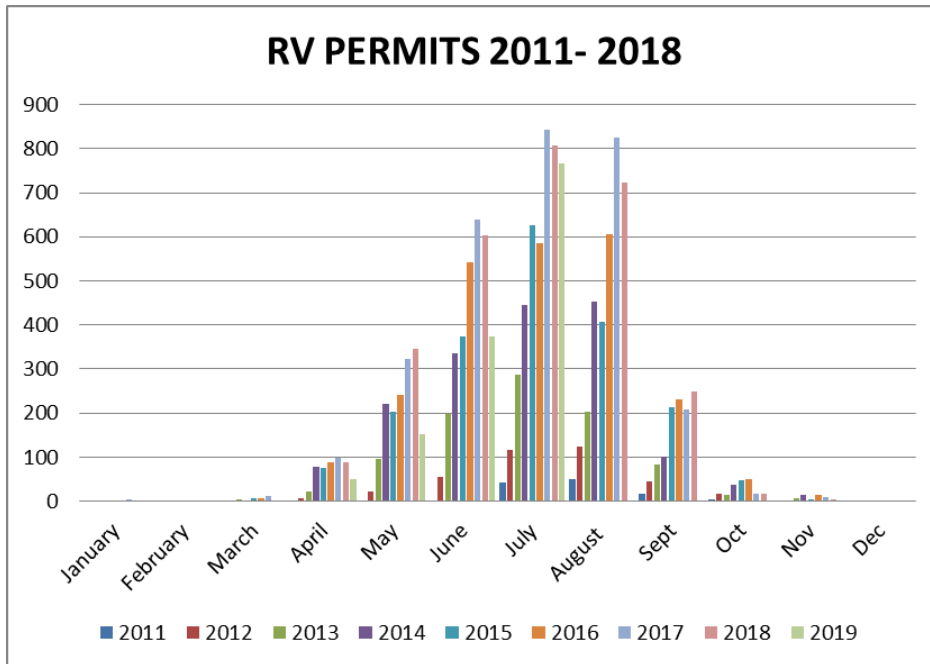
Table 7: Social Media and website exposure (month-on-month)





**RV Site Permits and Expenditure – 767 in July 2019 compared to 808 last year -/- 5%**

There were 767 RV Site Permits issued in July 2019 and 808 in July 2018. There have been 1,345 RV Site Permits issued in the Year to Date (YTD) compared to 1,846 over the same period in 2018 which represents a 27% decrease. In July 2019, 433 RV Site guests indicated a total spend of \$62,300. By extrapolating this figure, we estimate a total spend of approx. \$110,000.



**Figure 8: RV Park permits 2011 - present per month**

The data so far has shown that we are below our average monthly figure of 236 (2018) but also that the visitor numbers are increasing rapidly as the worst of the floods has been solved. Promotion on social media will be taken up a notch to inform people that the RV park is open and all are welcome.

Months	2017	2018	2019
January	3	2	0
February	2	1	0
March	12	0	0
April	98	87	51
May	322	345	153
June	640	603	374
July	844	808	767
August	824	723	
September	207	250	
October	18	18	
November	9	4	
December	2	1	
<b>TOTAL</b>	<b>2981</b>	<b>2842</b>	<b>1,345</b>
<b>Average</b>	<b>248</b>	<b>236</b>	<b>112 (ytd)</b>

**Table 8: Detailed look at RV permits per month since 2017 - present**

\*\*\* end of Tourism \*\*\*



**\*\*\* Start of Community Well Being Part \*\*\***

**Julia Creek Early Learning Centre**

**Current enrolments**

There are 44 children currently enrolled at the Service

- 8 attend casually
- 5 on the waitlist – no days available yet
- 2 on the wait list for additional days

**Changes to Enrolments**

Two children began 2 days a week as spots became available

One child has started 1 day a week and is waitlisted for 2 additional days

One child swapped Mondays to Fridays

**New Enrolments**

- 1 enquiry – ELC have provided the forms and child will be placed on waiting list

**Attendance**

The centre had 266 attendances over the 22 days of care offered during July. This equated to an average of 12 children per day.

**Significant events:**

- Interviews for Full-time position and Casual position- making an offer of employment for both positions- awaiting to hear results
- Lower numbers due to school holidays
- Centre had to close one day this month due to staff illness and insufficient staff to cover- department was notified, parents were understanding
- Preparations for our Art Show Fundraiser are underway
- Fundraising committee AGM happened in July, new management committee was elected/  
President- Liz McCormick, Secretary- Kylie Davison, Treasurer- Luke Spreadborough
- Fundraising committee met to discuss events for the year and to go over wishlist of resources for the Centre



## Swimming Pool

### Use of pool

The total numbers for the months May – present 2019 show an increase in the number of visits as the weather get better and the temperatures rise.

Entries	May 2019	June 2019	July 2019	August 2019	September 2019
Adult Entry	10	1			
Child Entry	19				
<b>Season Passes / Family Pass</b>					
Adult		1			
Child					
<b>Triathlon Training/ No Charge</b>					
Adult	1	1			
Child					
J/C State School/ No Charge					
<b>Caravan Park Tokens</b>					
Adult	32	27	115		
Child	16	29	111		
<b>Free Sunday</b>					
Adult					
Child					
<b>Total Swimmers</b>	<b>78</b>	<b>60</b>	<b>228</b>		

Table 9: swimming pool attendance

### Sport & Recreation

The resumption of Term 3 has also seen the beginning of the Sporting Schools program. This term the children will be participating in touch football, tennis and AFL. Council will again be working closely with the school to help deliver the program.

### Sport and Recreation Disaster Funding:

Officials from Sport and Recreation Queensland visited local club volunteers and Council employees to inform them of the latest funding released to assist with the clean up and restoration of facilities following the monsoonal weather event the beginning of the year. The Sport and Recreation Disaster Recovery Program has money available to allow clubs to restore facilities and equipment which may have been damaged during the event. The department will also allocate a project manager to liaise directly with clubs and Council to ensure these works are completed in a timely and efficient manner.

### School Holiday Outback Sports Camp:



## Ordinary Meeting of Council Tuesday 27<sup>th</sup> August 2019

During the school holidays we hosted an Outback Sports Camp which attracted close to 40 participants from Julia Creek and surrounding areas. The event was made possible through the support of Council, Ergon Energy and Sisters of the North. The camp ran from July 8-10 and allowed children the opportunity for specialised coaching in rugby league, netball, cricket, tennis, soccer, basketball and outdoor recreation (archery, fencing, team building, circus etc). Private Coaches and Council staff assisted with the delivery of tennis, basketball, soccer and netball and development officers from Queensland Cricket and the NRL delivered their respective sports. In a major coup for those involved, staff from Queensland Recreation Centres on the Gold and Sunshine Coast attended to deliver their recreation activities which were definitely a highlight for participants as they were exposed to activities they hadn't seen before. Feedback from the event has been overwhelmingly positive and many involved have asked the program to be conducted again next year.

### **Daren Ginns Centre Upgrade:**

Through consultation with Peak Services Pty Ltd tender documents have been released as a means to engage contractors to proceed with the planned extension to the existing facility as per the State Government's funding approval. The closing date for the submission of these documents is in early August with works planned to start as soon as possible.

### **Bike Muster:**

Our road safety program for school children has commenced again this year with the assistance of our local police officers. The program will run throughout Term 3 and is planned to provide children with the necessary skills and safety information to navigate to and from school in the safest possible manner. Additionally, 'Bike Muster' has been shortlisted for the 2019 Queensland Road Safety Awards scheduled to take place in August. Myself and Senior Constable Josh Woodfield will be attending the awards in Brisbane on behalf of the community.

### **North Queensland Sports Foundation:**

I was able to attend an Advisory Forum meeting at the beginning of the month which was held in Richmond. The meeting involved delegates from the Foundation and Councils discussing the current state of the health and fitness programs being administered through a partnership between the NQSF and North Queensland Primary Health Network (NQPHN). This response has been positive from participating Councils and there has been additional funding approved for the 2019/20 Financial Year. Unfortunately our Shire sits within the Western Queensland Primary Health Network but the NQSF are working hard at establishing a similar partnership and programs for the future. Additionally, Councils were asked to identify the current situation and trends of sport and active recreation in their area and provide the information to the NQSF. From this, they aim to gather as much information as possible and work closely with Local Government Areas to close barriers and overcome challenges that each area faces. This will enable the NQSF to identify funding opportunities and needs moving forward to assist LGA's and sporting clubs to increase participation numbers in sport and active recreation activities to promote positive healthy lifestyles.

### **McIntyre Park:**



The CEO has recently tasked me with the responsibility of overseeing the McIntyre Park facility. This will involve liaising with user groups, Council staff, contractors and suppliers to ensure repairs and maintenance are undertaken to ensure the facility is maintained to a standard which is beneficial to the whole community. Some small works have already been completed and there are plans in place to access Sport and Recreation Disaster funding to assist user groups in returning their facilities to normal operating standard following the weather event. I am also endeavouring to renew all Memorandums of Understanding between Council and the user groups for the current financial year.

**Pool Maintenance:**

Some minor repairs and maintenance have been taking place at the pool to rectify some issues. More work is planned to be completed to allow the pool to run more efficiently however there has been an extensive wait on available tradesmen.

**Julia Creek Turf Club:**

The Turf Club held their second annual race meet at the end of the month and it proved to be a successful day. Attendance was higher than anticipated with travelling tourists making up a majority of the crowd. The club again put in a great effort to deliver a wonderful day of racing.

**Community Health**

CHSP OCCASIONS OF SERVICE (OoS)				
	OoS June '19	Hours June '19	OoS July 2019	Hours July 2019
Nursing Care	52	30.75	65	37.7
Personal Care	11	2.75	19	5.6
Transport to medical appointments	12		18	
GP escorts	2		5	
Telehealth appointments	0		1	
<b>Total</b>	<b>63</b>	<b>33.5</b>	<b>84</b>	<b>43.3</b>

Table 10: Community Nurse service hours month June and May 2019

**General Business**

Non-CHSP client numbers	6	(notes for these clients are now kept in the MPHS system)
Total Occasions of Service (OoS)	11	Total hours = 5.75 for non-CHSP clients

**Health Promotion**

Regarding health promotion throughout the Shire, the activities are:

- Planning in progress for an event to be held for **Prostate Cancer Awareness** month in September.
- 'Winter Wellness' walking campaign started June 25<sup>th</sup>, weekly on Tuesdays at 5.30pm, for 6 weeks.



**Referrals**

Ongoing referrals to NWRH as required.

**CHSP - Community Home Support Program**

**Events and Activities**

CHSP clients have been busy with our Monday games & Wednesday luncheons as well as exercise each Wednesday morning along with gym on Tuesday morning. Now that the reporting of our Dex is done, it is time to start planning for seniors week 17-25 August

**Stats July 2019**

To date CHSP currently have a total of **31** clients.

Service Offered	Number of Clients
Transport	92 Two way trips
Social Support	26 Visits
Personal Care	17 Visits - 2 Clients
EXERCISE	10 CLIENTS 8 SESSIONS
Counselling/Support, Information and advocacy (client)	
Shopping	4 Trips (3 attendees, 1 pickup)
GAMES	23 Attended - 5 sessions
Luncheon	51 Attended - 5 sessions
Meals on Wheels	39 Meals delivered
Community Nurse Visits	
Home Maintenance	25 lawns mowed 25 clients
Domestic Assistance	7 clients, 45 visits
Pub Lunch	12 Clients 1 SESSION
Craft Morning	
Clients Transported for Doctors Appointments	3 CHSP clients
Clients admitted to Hospital	CHSP CLIENT

**\*\*\* end of Community Well Being Services \*\*\***



**7.2 Subject:** Julia Creek Community Children's Services Hub  
**Attachments:** JC Community Children's Services Report *InfoXpert ID: 106140*  
**Author:** Director Corporate & Community Services  
**Date:** 6<sup>th</sup> August 2019

---

**Executive Summary:**

Council successfully secured funding to engage a consultant to investigate the possible development of a Community Children's Services Hub. The first stage of the project was to deliver a Business Plan. The Business Plan has been completed and is presented to Council for review and comment.

**Recommendation:**

*That Council receive the Julia Creek Community Children's Services Hub report.*

---

**Background:**

Council secured funding through the Maturing the Infrastructure Pipeline Program (MIPP2) for the potential development of a Community Children's Services Hub in Julia Creek. The project involves completing a Business Plan and a detailed design of the proposed facility.

Council with the assistance of Peak Services went through a Request for Quote process to procure a consultant to undertake the Business Case phase of the project. From this process, Childcare by Design were engaged to develop the business case. Childcare by Design is lead by Dr Brenda Abbey who has extensive experience in the Childcare industry.

The Business Case project was divided into 7 phases;

Phases 1 - Existing Services Investigation and Assessment for compliance

Phase 2 – Existing Infrastructure Investigations and Assessment for compliance

Phase 3 – Increased range of services needs analysis

Phase 4 – Increased range of services feasibility study

Phase 5 – Construction and Operational Budgets

Phase 6 – Business Case & Cost Benefit Analysis for increased range of services

Phase 7 – Design Brief

Attached is the report delivered by Childcare By Design on 5<sup>th</sup> August 2019.

**Findings of Phase 1 and 2 – Investigation & Assessment**



<ul style="list-style-type: none"> <li>• Childcare needs of the community are being partially met</li> <li>• The building and facilities comply with all relevant legislations which were current when Service Approval initially granted. However the facilities do not support the educators in day-to-day tasks and fall short of current Regulations and Building Codes. Updated requirements are not implemented retrospectively, meaning the centre does not need to make modifications to comply.</li> </ul>
<b>Findings of Phase 3 - Increased range of services needs analysis</b>
<ul style="list-style-type: none"> <li>• Gaps of meeting the need for childcare for children 6 weeks to 12 months</li> <li>• Insufficient places for children 12 months to school age</li> <li>• No formalised care for school children before and after school during school terms and no formalised care for school children during the school holidays.</li> <li>• Access to Child Health Nurse impacted upon negatively due to working at various locations</li> <li>• Limited access to health practitioners e.g. speech therapists</li> <li>• Analysis of case studies in similar communities addressed these and other issues through the development of Hubs.</li> </ul>
<b>Findings of Phase 4 - Increased range of services feasibility study</b>
<ul style="list-style-type: none"> <li>• Determined that the site known as Depot located at 7-9 Coyne Street was ideal for the proposed Hub due to its location and proximity to local school, oval and sporting facilities.</li> <li>• Determined there were no current buildings suitable to accommodate the proposed Hub</li> <li>• Independent assessment completed to validate Dr Brenda Abbeys conclusions, which stated that there was a community and economic need for an integrated childcare hub in Julia Creek.</li> </ul>
<b>Findings of Phase 5 - Construction and Operational Budgets</b>
<ul style="list-style-type: none"> <li>• Estimated Construction Budget - \$3,392,730 (based on construction ex Brisbane)</li> <li>• Operational Budgets            Long Day Care Revenue \$633,944 Expenditure \$602,101 (Profit \$31,893)            OSHC Revenue \$190,000 Expenditure \$117,800 (Profit \$72,200)            Vacation Care Revenue \$151,200 Expenditure \$33,480 (Profit \$117,720)</li> </ul>
<b>Findings of Phase 6 - Business Case &amp; Cost Benefit Analysis for increased range of services</b>
<ul style="list-style-type: none"> <li>• Cost Benefit Analysis shows that over 25 years the Net Present Value of the project is \$18.3 million at 4%.</li> </ul>
<b>Summary Phase 7 – Design Brief</b>
<ul style="list-style-type: none"> <li>• Number of elements to be determined before design brief can be finalized, including:            Site Identification and numbers to be supported.</li> </ul>

On reviewing the figures of the Vacation Care and OSHC operational budgets provided by the consultant I think these would need refining as I believe these are inflated, and would not truly reflect the usage nor expenditure incurred.

The report completed will significantly assist Council in the development of funding applications for construction of the proposed Hub, should Council wish to proceed with the project.

**Consultation:**

Throughout the development of this report consultation was undertaken with operational staff,





Ordinary Meeting of Council Tuesday 27<sup>th</sup> August 2019

community members inclusive of parents, school principal, Sport & Recreation Officer, MPHS, Mayor and Councillor. Consultation detailed on page 9 of the report.

**Legal Implications:**

Nil

**Policy Implications:**

Nil

**Financial and Resource Implications:**

Council has an allocated budget of \$50,000 for this phase of the project.

**InfoXpert Document ID:**

106272



Supporting the development and operation of high quality, profitable, and individualistic childcare centres

# Report to date, Phases I to 7

## Julia Creek Community Children's Services Hub

24 July 2019

Prepared for McKinlay Shire Council

Dr Brenda Abbey | Childcare by Design

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info@childcarebydesign.com.au  
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# Introduction

## 1.1 Background

Julia Creek is located 253km east of Mt Isa and 664km west of Townsville and has a population of 650. McKinlay Shire also includes the townships of McKinlay, Kynuna and Nelia and covers an area of 40,880km<sup>2</sup>.

McKinlay Shire Council has identified that the region needs a viable and sustainable childcare service with the capacity to accommodate children birth to school age, including before and after school care as well as vacation care, and to deliver the range of programs these children require. Such a service would need the ability to expand to meet the region's future childcare needs.

Julia Creek Early Learning Centre, the region's sole childcare centre, was granted its Service Approval (i.e. Licence) on 24<sup>th</sup> April 2014. McKinlay Shire Council assumed the operations of the Centre on 18<sup>th</sup> December 2015. From that time, Council has worked tirelessly towards the service's viability and sustainability. To this end, it engaged an appropriately qualified Early Childhood Teacher to deliver an approved kindergarten program which enabled Council to access the Queensland Kindergarten Funding Scheme (QKFS). Council also lowered the enrolment age in the Centre to 12 months, a move which resulted in the occupancy increasing by 29.5%. It also plans to increase the Centre's fees in the coming years.

However, the initiatives outlined above have not addressed the region's existing needs for care for children under 12 months and for those of school age in before and after school and vacation care, or any growth. Accordingly, Council is considering the options available to it to meet these unaddressed needs. Such options include upgrading or expanding the Julia Creek Early Learning Centre and/or developing a Children's Services Hub.

# Phases 1 and 2 — Investigation and Assessment of Existing Services and Infrastructure

## 2.1 Outline

Phases 1 and 2 of the project had the following purpose:

- Firstly, to detail the current operations of Julia Creek Early Learning Centre, the services it provides, and compliance and suitability of its building and facilities.
- Secondly, to investigate the possibility of extending the current building and facilities to accommodate more children, widen the age range birth to school age – including before, after and vacation care – and deliver the range of programs these children would require.

To begin with, this Report details the findings of the review of the current operations of Julia Creek Early Learning Centre, the services it provides, and the compliance and suitability of its building and facilities.

The Report then presents the findings of its investigation into the possibility of extending/upgrading/modifying the current building and facilities to accommodate more children, widen the age range birth to school age – including before, after and vacation care – and delivering the range of programs these children would require.

## 2.2 Investigation and assessment for compliance of current service

### 2.2.1 Operations

<b>Name of service</b>	Julia Creek Early Learning Centre
<b>Street address</b>	1 Shaw Street, Julia Creek QLD 4823
<b>Telephone</b>	07 4746 7279
<b>Facsimile</b>	07 4746 7049
<b>Email</b>	jckindy@mckinlay.qld.gov.au
<b>Provider Approval No</b>	PR-40003975
<b>Approved Provider</b>	McKinlay Shire Council
<b>Service Approval No</b>	SE-40000724
<b>NQS Rating</b>	Meeting the NQS
<b>Rating issued</b>	July 2016
<b>Operating hours</b>	Monday to Friday 8:15 am to 5:15pm, excluding public holidays
<b>Approved for</b>	21 children aged birth to over preschool age, not including school children
<b>Director</b>	Emma Daniels

Julia Creek Early Learning Centre operates at capacity on Tuesdays, Wednesdays and Thursdays (permanent bookings) but has some vacancies for permanent bookings on Mondays and Fridays. It has a demand for casual bookings which can only be met on Mondays and Fridays unless a child is absent on the other days. The Centre employs four staff, including the Director of the Centre and an Early Childhood Teacher.

The Centre does not accept children under twelve (12) months as it lacks the facilities required (e.g. cot room, bottle preparation area). The information tabulated above was drawn from the Australian Children's Education and Care Quality Authority's (ACECQA) website. The inclusion of children under twelve (12) months is inexplicable and is, in all likelihood, an error on ACECQA's part.

### **2.2.2 Building and facilities (Infrastructure)**

According to the Australian Children's Education and Care Quality Authority (ACECQA), Julia Creek Early Learning Centre is approved to provide education and care to 21 children birth to over preschool age, not including school children. This obligates McKinlay Shire Council, as Approved Provider, to ensure that the building and facilities meet all relevant Australian and State Governments' regulatory requirements at all times when the Centre is providing education and care to children. No departures were evident during the review visits by Childcare by Design.

Nevertheless, the building and its facilities are dated and do not support the educators in their day-to-day tasks. For example, the educator's supervisory line-of-sight is compromised when changing a child's nappy, and the staff: child ratios adversely affected by the need for an educator to accompany children from the playground located on the right-hand side of the building to the toilets and hand basins located inside the building. The nappy change facilities, children's toilets and handbasins, kitchen and craft preparation areas, and the laundry do not lend themselves to ready cleaning. The laundry, in particular, has an accessibility issue.

To summarise, the building and facilities met regulatory requirements when the Service Approval was granted but fall short of current Education and Care Services National Regulations 2011 requirements and those of the NCC 2019 Building Code of Australia. Updated requirements are not implemented retrospectively (i.e. the Centre does not need modification to comply).





Street view



Parent information and sign-in area



Outdoor play area – left-hand side of building



Outdoor play area – right-hand side of building



Indoor play area



Indoor play area





Children's handbasins



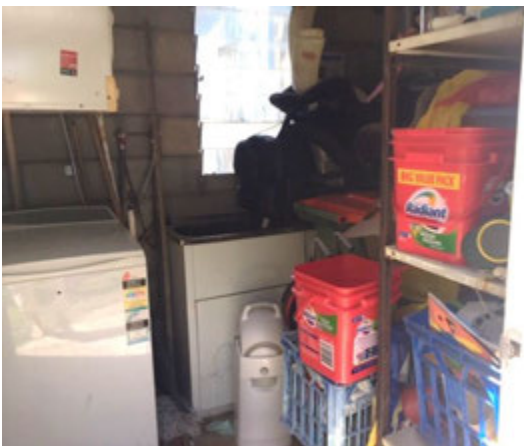
Children's toilets



Kitchen



Craft preparation area



Laundry



Director's office and parent interview room

## 2.3 Assessment of potential for the current service to be modified

The building and facilities of Julia Creek Early Learning Centre were assessed for their suitability to be upgraded or expanded to increase its current capacity of 21 children, to extend the age range from between 12 months and 5 years to between birth and school age, and to provide the range of programs, including before and after school hours care and vacation care, that these children require.

The assessment identified:

- The site cannot accommodate more than 21 children. Any increase in the number of children results in either the indoor or the outdoor space being reduced below the square meterage required per child to meet regulations.
- The site cannot accommodate any extension of the age range of the children. Any attempt to modify the building to include facilities required for children under 12 months (e.g. cot room, bottle preparation) or school age (e.g. larger toilets with added privacy) reduces indoor space required to maintain the current 21 children. Any attempt to increase the size of the building to accommodate these required facilities without reducing the number of children results in the outdoor space being reduced below the square meterage required per child to meet regulations.

Any significant modifications to the existing building and facilities of Julia Creek Early Learning Centre could trigger the requirement for the whole premises to comply with regulations as they are today. This would mean upgrading the entire facility with accompanying changes to the building structure and fabric. The cost involved would be high without any increase in the capacity or range of services. A cogent consideration is that Julia Creek Early Learning Centre could not operate while modifications or upgrades were occurring. This would leave the McKinlay Shire region without a childcare centre for that period.

### 2.3.1 Findings of Phase 1 and 2 investigation and assessment

Currently the childcare needs of McKinlay Shire are being partially met by Julia Creek Early Learning Centre. The Centre accommodates 21 children aged 12 months to over preschool age, not including school children. Its building and facilities comply with all relevant legislation. However, in all practicalities, the building and facilities fall short of those provided by purpose-built centres constructed after the Julia Creek Early Learning Centre. This is because these newer centres have been required to meet the more stringent requirements of the Education and Care Services National Regulations 2011 and the NCC 2019 Building Code of Australia. Julia Creek Early Learning Centre is deemed to comply because the legislation is not implemented retrospectively.

The current building and facilities are unable to be extended/upgraded/modified to accommodate more children, widen the age range birth to school age – including before, after and vacation care – or deliver the range of programs these children would require. In addition, an important consideration is that the McKinlay Shire would be without childcare services because Julia Creek Early Learning Centre could not be able to operate while modifications or upgrades were occurring.

**Recommendation:**

To gain in-depth understanding of the gaps in existing childcare services in McKinlay Shire through stakeholder and community consultations; examine how similar communities have effectively addressed such needs; and, consider the opportunities and implications such options might have for McKinlay Shire.

## Phase 3 — Needs analysis of increased range of services

### 3.1 Outline

Phase 3 of the project had the following purposes:

- To detail the needs identified by stakeholder and community consultations
- To review case studies from similar communities
- To consider possible opportunities and implications for community and industries that these case studies present

To begin with, this Report details the needs identified by stakeholder and community consultations (i.e. gaps in current childcare services). Next, it presents the findings of the review into ways similar communities have responded to their childcare needs. Finally, the Report presents the likely opportunities and implications for the communities and industries in McKinlay Shire.

### 3.2 Needs identified by stakeholder and community consultations

#### 3.2.1 Desktop review

The data and documentation on the provision of childcare in McKinlay Shire were analysed to gain greater understanding of the needs of the community and the extent to which these needs are being met.

The data and documentation analysed as part of this desktop review included:

- Report Kindergarten and Childminding Association, 7 May 2010
- Maturing the Infrastructure Pipeline Program 2: Submission for Business Case and/or Detailed Design
- Data collected from a Needs Assessment Survey
- Report on attendance at the Julia Creek Early Learning Centre
- Report on attendance at the School Holiday Program 2018/2019
- Report on attendance at Sporting School 2018/2019

This information was collected between May 2010 and the present.

### 3.2.1 Consultation with stakeholders

The following stakeholders were consulted in this review via telephone, face-to-face interviews and email submissions:

- Tenneil Cody, Director Corporate & Community Services
- Aileen Garbet, Chair Community Advisory Network (CAN)
- Emma Daniels, Director of Julia Creek Early Learning Centre
- Rachael Anderson, P&C President, Julia Creek State School
- Cr Janene Fegan, Health and Tourism, McKinlay Shire Council
- Kate Priddle, Principal, Julia Creek State School
- Dane and Georgia Crocker, parents of children attending Julia Creek Early Learning Centre
- Eliza McCulloch, staff member of Julia Creek Early Centre and parent of children attending Julia Creek Early Learning Centre and Julia Creek State School

### 3.2.1 Findings

The desktop review and community consultations revealed the following gaps in the childcare services currently available in the McKinlay Shire

- No formalised childcare for children aged 6 weeks to 12 months
- Insufficient places for children aged 12 months to school age at Julia Creek Early Learning Centre
- No formalised care for school aged children before or after school during school terms
- No formalised care for school children during school holidays
- No childcare available prior to 8.15am
- Other needs

#### ***No formalised childcare service options for children aged 6 weeks to 12 months***

McKinlay Shire has no formalised childcare for children under 12 months as the only childcare centre in the Shire, Julia Creek Early Learning Centre, does not have the facilities to meet the regulatory requirements for this age group. As early as 2010, the need for formal care for children from 6 weeks was highlighted in a report by the (then) President of the Julia Creek Kindergarten and Childminding Association. In addition, a survey recently conducted by Council to obtain an in-depth understanding of the childcare needs and the extent to which the needs were not met. The findings confirmed the continuing need for care for children from 6 weeks. Indeed, 50% of respondents indicated that lack of childcare for children under 12 months, other than informal arrangements such as nannies, significantly impacted on their ability to return to work sooner. As well as the immediate impact on families, the flow-on negative effect is felt by the employers and, in turn, the local economy.

***Insufficient places for children aged 12 months to school age***

The Julia Creek Early Learning Centre has a Service Approval for 21 children aged 12 months to school age. It operates at or near capacity Tuesdays, Wednesdays and Thursdays with vacancies on Mondays and Fridays. This equates to 80.95% utilisation. Thirty-seven (37) children from 29 families attend the Centre. Twenty-eight (28) children have permanent bookings and nine (9) are casual.

The Centre has an ongoing demand for casual bookings which can only be met on Mondays and Fridays unless absences occur on the other days. The waitlist has 1 child for full-time permanent enrolment, 1 child enrolled for 4 days needing full-time placement, and 1 other child who is a casual and is waiting for a permanent placement. Three (3) families (5 children) have enquired about care and will join the waitlist if they require care for Tuesdays, Wednesdays or Thursdays. Anecdotal evidence suggests that the families in McKinlay Shire are aware that the Centre has few, if any, vacancies other than Mondays and Fridays, and this deters them from waitlisting their children.

It is clear the Centre does not currently meet the demand for care for children aged 12 months to school age. It is usual for centres to have lower utilisation on Mondays and Fridays, particularly when days are not available in between. In a centre with a Service Approval for 21 children, this lower utilisation on Mondays and Fridays impacts considerably on the occupancy rate. This means that the Centre's current utilisation 80.95% is not a true reflection of its ability to meet the needs of the community because the 19.05% vacancies are on stand-alone days that are unfavourable. In addition, if care for children under 12 months was available, it is likely that parents would also require care for older siblings who are not currently attending the Centre.

***No formalised care for school aged children before or after school during school terms***

McKinlay Shire does not have formalised care available for school children outside of school hours. At present, Council co-ordinates a Sporting School on Tuesdays, Wednesdays and Thursdays 2.30pm – 4.30pm for all but the first and last week of each school term. The program is funded by a grant obtained by Julia Creek State School from Sporting Schools and is provided at no cost to parents. As many as 32 children per day from some 17 – 22 families enjoy activities such as netball, swimming, Tri Training, cricket and soccer, depending upon the season. Julia Creek State School also conducts a Homework Club 2.30pm to 3.30pm Mondays for all but the first and last weeks of term, as well as a Library Club Fridays 2.30pm to 4.00pm at the Council Library again for all but the first and last weeks of term.

Parent Survey responses indicated that, with the program only operating 3 days per week for 2 hours, the impact upon businesses is significant as it limits the hours employees can work, especially where those businesses employ more than one parent with school age children. This is especially so on Mondays and Fridays, and in the first and last week of the school term



(Maturing the Infrastructure Pipeline Program 2: Submission for business case and/or detailed design). Formalised Before and After School Care for business hours Monday to Friday would support parents in their work arrangements and have flow-on economic benefits for local businesses.

### ***No formalised care for school age children during school holidays***

McKinlay Shire has no formalised care for school aged children during school holidays. Rather, Council co-ordinates a range of activities on different days, but not every day, at various times and periods of time (e.g. Monday 7<sup>th</sup> January 2019 – no activities; Tuesday 8<sup>th</sup> January 2019 9am to 12pm Library Fun; Wednesday 9<sup>th</sup> January 2019 – Swimming 3pm to 5pm). Whenever possible, Council secures grants to fund these activities which are free to participants. The number of children who attend activities varies between 14 children (9 different families) and 29 children (19 different families) depending on which school term, what times and the nature of the activities. It is worth mentioning that the children of families in remote sections of McKinlay Shire do not normally attend these activities because of the travel time involved, the timing and duration of the activities and, in some instances the nature of these activities (e.g. Library Fun). Some 40 School of the Air children are affected.

Parents survey responses were similar to those about before and after school care during school terms. They highlighted that these ad hoc arrangements impacted negatively on their businesses and work patterns because the arrangements limit the hours employees can work, especially where those businesses employ more than one parent with school age children (Maturing the Infrastructure Pipeline Program 2: Submission for business case and/or detailed design). Similar to above, formalised School Holiday Care for business hours Monday to Friday would provide the much-needed activities for children, support parents in their work arrangements and also have flow-on economic benefits for local businesses.

### ***No childcare available prior to 8.15am***

Some parents suggested that an earlier opening time at Julia Creek Early Learning Centre would better accommodate working hours (e.g. for teachers, nurses) which would flow on to them being able to provide a better service to the community.

### ***Other needs***

Other matters identified in the community consultations included:

- Playgroup operates out of the old HACC Building on Normanton Road each Thursday 9.30am – 11.30am. Families from the more distant sections of McKinlay Shire who travel some 100 kilometres to attend Playgroup would be able to make the most of their time in a more appropriate setting with more suitable resources, more structure resulting from professional input to the program and ready access to support services.

- Families' access to the Child Health Nurse who visits Julia Creek each month would be enhanced if she operated out of a known and convenient base rather than in various venues within the community. Currently, she attends the Playgroup each month, sometimes works out of the Library and, less frequently, the McKinlay Shire Multi Purpose Health Service building.
- Support Services for children such as Occupational Therapy, Speech Therapy, Paediatric, developmental health checks for children and mental health are required and may well be more available if centralised.
- Julia Creek hosts the annual gathering of School of the Air children. These events and others that bring families from remote sections of McKinlay Shire to town could be opportunities for children to extend their interactions with other children by attending outside school hours care and/or holiday programs, while siblings attend childcare.

### 3.3 Brief case studies from similar communities

Case studies on how similar communities have met their childcare needs were examined. They revealed that many of these communities followed the pathway of collaboratively planned social infrastructure projects – referred to as Hubs or Community Precincts. They also showed that, while these communities followed similar steps and processes, each solution was unique to that community. Further, it was evident that more communities in Victoria have taken this approach than have those in other states and territories.

Of these case studies, the Council-initiated Knox Early Years Hubs at Wantirna South and Bayswater in Victoria, which co-locate and integrate a range of early learning and family support services, have some learnings for McKinlay Shire. Although those Hubs are considerably larger, they comprise long day care, sessional preschool, playgroups and maternal and child health services. Such could apply to Julia Creek. The Knox website is <<http://www.knox.vic.gov.au/eyhubs>>.

According to Knox City Council, the Hub at Wantirna South has been a wise investment which better supports the community now and will do so in the future. It has helped to build a sense of community and, in particular, having the many services under the one roof has resulted in better outcomes for children. A cogent benefit to families has been the improved communication between inter-disciplinary practitioners about the children's development and learning.

Further and more in-depth appraisals of case studies in similar communities are not within the scope of this Report. However, informative case studies, together with materials on the steps and processes to develop Hubs, are available in detail on the Department of State Development, Manufacturing, Infrastructure and Planning website <<https://www.statedevelopment.qld.gov.au/major-projects/chaps-capacity.html>>.



Of specific interest is the *CHaPs Social and Economic Benefits Review – Executive Summary 2017*, which contains practical and adaptive guidelines on the subject <<https://www.statedevelopment.qld.gov.au/resources/report/chaps/chaps-report-03-social-and-economic-benefits-review.pdf>>. The steps and processes to developing a Hub are also set out in *A Guide to Delivering Community Precincts* (page 8) <[https://www.localgovernment.vic.gov.au/\\_\\_data/assets/pdf\\_file/0023/48623/Guide-to-Delivering-Community-Precincts.pdf](https://www.localgovernment.vic.gov.au/__data/assets/pdf_file/0023/48623/Guide-to-Delivering-Community-Precincts.pdf)>.

### 3.4 Opportunities and implications for community and industries

The gaps in childcare services in McKinlay Shire identified in Section 3.2.1 above have been known for some years now, and the need to address these gaps is becoming more exigent. The development of a Hub in Julia Creek would bring many of the benefits that were experienced by the Wantirna South (Victoria) community served by the Knox Early Years Hub to McKinlay Shire. Of course, the Hub in Julia Creek would not need to be as large.

The functionality, viability and value of a dedicated services Hub in Julia Creek has been somewhat demonstrated by the Fr Bill Busuttin Community Centre for seniors. That Centre has 8 independent Seniors Living Units and also provides two consultant rooms for visiting practitioners. Currently, North West and Remote Health visiting practitioners (e.g. Podiatrist, Diabetes Educator) utilise two consultancy rooms in the Fr Bill Busuttin Community Centre and will continue to do so even after the new hospital is completed. Many of the residents are the clients of these visiting practitioners. The Centre is also the base for the Community Home Support Program (CHSP) which provides support services to older people to stay independent and remain in their homes within the community.

Similarly, McKinlay Shire could meet the identified gaps in childcare services by providing a Community Children's Services Hub. Such a Hub could have the building and facilities to accommodate more children, extend the age range to birth to school age – including before, after and vacation care – and deliver the range of suitable programs. The programs for school age children would incorporate, and formalise the delivery of, the ad hoc nature of the current Sporting School and the School Holiday Programs.

A Hub could also incorporate consultation rooms for visiting practitioners such as the Child Health Nurse. The availability and venue of these visiting practitioners would be known. This co-location would be convenient for families and facilitate the sharing of interdisciplinary perspectives on a child, which would be particularly helpful in determining the need for early interventions. A Hub would also provide a suitable venue for Julia Creek Playgroup. Further, it would be a place where information relating to care, education, health and wellbeing is disseminated to families.

### 3.5 Summary of needs analysis for increased range of services

The childcare services currently provided fall far short of meeting the identified needs of families and the community. Identified gaps include: no formalised care for children 6 weeks to 12 months; insufficient places for children 12 months to school age; no formalised care for school children before and after school during school terms; no formalised care for school children during school holidays; limited hours formal care is available; access to support services such as the Child Health Nurse impacted upon negatively through her working at various locations not known to parents; limited access to practitioners such as occupational therapists, speech therapists, mental health workers and paediatricians; suitable Playgroup venue which facilitates input to the program from childcare professionals and access to other support practitioners; and, integrated, fully encompassing services located so that families who live in remote sections and whose children use School of the Air can readily access them when in Julia Creek. These gaps, particularly those relating to the ability for parents to access predictable care for their children during business hours during school terms and school holidays has social and economic implications for the community, now and in the future.

The analysis of case studies of the way similar communities met their childcare needs revealed that they addressed them by developing Hubs. This was especially in Victoria. Anecdotal and written reports evidence that these Hubs have not only effectively met the childcare and other support needs of families but have brought economic and social benefits to the wider community. In brief, these Hubs have ensured high quality education and care services, where children come together to play and learn in safe surroundings, while their parents work, study, and take part in community life. They have also supported families by centralising access to interdisciplinary practitioners and to information.

#### **Recommendation:**

To investigate the feasibility of developing a Hub to address the gaps in existing childcare services in McKinlay Shire, taking into account those factors that might impact upon the successful completion of the project.

## Phase 4 — Increased range of services feasibility study

### 4.1 Outline

Phase 4 of the project had the following purposes:

- To evaluate the outcomes and recommendations of Phases 1 to 3 as they relate to Council's stated directions.
- To investigate proposed and potential sites in relation to the town plan and available infrastructure.
- To consider:
  - how history of previous service provision informs what would be feasible for Council to do to increase childcare services in future;
  - what infrastructure would be needed; and,
  - what risks this might entail.

### 4.2 Summary of Phase 1–3 findings related to Council's stated directions

Julia Creek Early Learning, the sole existing childcare centre in the McKinlay Shire, only partially meets the region's childcare needs. It is unable to meet the current demand for care for children aged 12 months to school age. Furthermore, its building and facilities prevent it from meeting the region's current demand for care for: children aged 6 weeks to 12 months; school aged children for before or after school during school terms; and, school children during school holidays.

Any upgrades or modifications to the building and facilities of Julia Creek Early Learning would not result in it being able to either increase the number or the age range of the children it can enrol. This is largely because any increase in the size of the building needed to achieve this would compromise the outdoor space requirement. Further, the building and facilities fall short of current Education and Care Services National Regulations 2011 requirements and those of the NCC 2019 Building Code of Australia. Presently, they are deemed to meet these requirements because updates are not implemented retrospectively. However, any upgrades or significant modifications to the building and facilities would, in all likelihood, trigger the requirement for all aspects of the Centre to meet these updated regulatory and code requirements.

This situation is incongruent with Council's stated direction to provide a viable and sustainable childcare service which meets the region's current childcare needs, and which also has the ability to expand to meet the region's future needs. Concomitantly, it is also incongruent with Council's stated direction to meet the region's needs to readily access support services for

young children (e.g. Child Health Nurse, occupational therapists, speech therapists, mental health workers and paediatricians), especially for families who live in remote sections of McKinlay Shire. These shortfalls have negative social and economic implications for the community, now and in the future.

A finding of Phases 1–3 that is consistent with the Council's stated direction is that a Community Children's Services Hub – a parallel but scaled down version of the Council-initiated Knox Early Years Hubs at Wantirna South and Bayswater in Victoria – could effectively address the region's childcare and other support needs of families. It would result in high quality education and care services for children of all ages, enable parents to work, study, and take part in community life – all of which would bring economic and social benefits to the wider community. It could be construed that the limited – and at capacity – current facilities are a factor constraining economic development in the region. Families are less likely to move to the region or consider taking up paid positions or opening businesses if they do not have access to quality childcare. Conversely, a facility which has the capacity to meet current and future needs, considers and responds to the unique requirements of the community is likely to have a positive impact on impact economic growth in the region. Further, it would create job opportunities and diversity of employment options for the region.

To validate these conclusions, I requested that Phil Henry, Principal of Business Geographics, review the data and provide an independent assessment of the circumstances and needs facing Council. He concluded '... there is a community and economic need for an integrated childcare hub in Julia Creek with provision for a small number for nursery places, long day care, kindergarten and outside school hours care'. His report is attached as Annex 1.

### 4.3 Proposed and potential sites

I spent some time searching for suitable buildings to accommodate a childcare centre or a Community Children's Services Hub in and around Julia Creek. No existing building appeared suitable.

I also spent time looking for a suitable site to develop a childcare centre or Community Children's Services Hub. One site appears ideal. The site, known as the Depot, is 7-9 Coyne Street (Refer Annex 2). This site is opposite the Julia Creek Primary School, adjacent to the Combined Sporting Association (CSA) Building and the Kev Bannah Oval, and close to other community and sports facilities (Refer Annex 3). It is also close to the town centre. It is distanced from residential sites and the often-accompanying acoustic and privacy issues.

The site is approximately 5,000m<sup>2</sup> with a perimeter of approximately 300m, so has room for the facility to be expanded if and when required. The dimensions and orientation are also ideal and are such that the building can be sited so that the outdoor play area is north facing. Onsite

parking and drop-off and pick-up would not be an issue. At times of bush fires or flooding it seems well able to be managed.

A Relationship Model (Annex 4) has been developed to illustrate the site's suitability for a Community Children's Services Hub. Further, the site affords the latitude for this Model to be adapted in several ways.

Reportedly, the site may have had issues with contamination, which would need to be remediated, but I was not able to obtain any further details about the extent or nature of the contamination. If this, and any other unspecified obstacles, cannot be overcome, then Council would be advised to look at other possible sites. These sites would probably need to replicate 7-9 Coyne Street and its attributes. Major considerations for evaluating alternate sites are provided in Annex 7.

## **4.4 Feasible strategies, infrastructure needs, and risks involved**

### **4.4.1 Feasible strategies for Council to increase childcare services in future**

As discussed previously, it would not be feasible for Council to redevelop/expand the existing facilities of Julia Creek Early Learning Centre to meet the stated needs for increased provision of childcare services, due to the inability of the current infrastructure to meet the latest regulatory requirements if changes are made and legacy approvals become superseded.

Also, there is no obvious other existing infrastructure in Julia Creek that Council could re-purpose to increase provision of childcare services in the ways it has identified to meet current and future unmet needs, including additional places, places in different age groups, and different types of care (outside school hours and vacation care).

Council has operated the Julia Creek Early Learning Centre since 2013, and it operated under private ownership between 1983 and 2013. However, the information provided by Council to date indicates there is little likelihood in the short to medium-term that the private sector is likely to develop additional childcare services in Julia Creek.

Therefore, it seems that Council's only feasible strategy is to develop a new centre that is fully compliant with current regulations, standards, and codes.

### **4.4.2 Infrastructure needed**

When completed, the new childcare centre or Community Children's Services Hub in Julia Creek would be required to meet the regulatory requirements of federal, state, and local governments. These regulatory requirements are in place to ensure safe and suitable services which can deliver high quality education and care services to children.

Specifically, the site and design for the centre would need to comply with the requirements of the *Education and Care Services National Law 2010*, Education and Care Services National Regulations 2011 and the NCC 2016 Building Code of Australia. They must also have the capacity to support the practices and education and care programs that are consistent with the National Quality Standard 2011 (Australian Children's Education and Care Quality Authority) and the Early Years Learning Framework 2009 (Federal Department of Education, Employment and Workplace Relations).

The Relationship Model (Annex 4) referred to in Section 4.3 details the infrastructure that would be required and has been informed by the Summary of Key Design Components (Annex 8). These will be refined as part of finalising the Design Brief following discussions between all parties to the development (i.e. McKinlay Shire Council, architect, and childcare consultant).

#### 4.4.3 Risks involved and mitigation strategies

If McKinlay Shire Council proceeds with increasing childcare service provision in Julia Creek through the most feasible option of developing a Children's Services Hub in a newly-built facility, there are a number of risks to consider:

- Additional demand for places has been overestimated or demographic changes occur before the services are available (e.g. projected population decline in families with children, or potential positive developments in the region are deferred).
- Nature of additional demand (especially between long day care, outside school hours care, and vacation care) does not support viable provision of services by Council – numbers of places, timing of provision, staffing and resourcing of the new services to meet compliance requirements.
- The cost of the new infrastructure does not meet Council's business case criteria for return on investment.
- The cost of remediation of any existing contamination of a prospective building site is outside Council's viable budget for developing the new infrastructure, either because of the nature or extent of the contamination.
- Council might experience difficulty in recruiting and retaining suitably qualified staff to meet the expanded provision of services.
- The new service will be required to meet the latest regulations and codes together with the demands of the quality assurance standards for childcare services, which are at a higher level than the current service was required to meet.

The potential likelihood and severity of each these risks will depend on a number of variables. The most suitable mitigation strategies for these risks will be identified in Section 6.3 of this Report.

## Phase 5 — Construction and operational budgets

### 5.1 Outline

The cost of constructing the proposed facility together with the budget for its first year of operation are provided below.

### 5.2 Facility cost plan inclusive of locality loading

The estimated cost of developing the Julia Creek Community Children's Services Hub is detailed in the table below. However, any costs associated with the site (e.g. purchasing, preparing, remediating site contaminants) have not been included as they could not be reliably estimated with the site not yet determined. In addition, the selection of the materials to be used in the construction of the building and, to a lesser degree, the extent of the decant of equipment and resources from the existing centre (e.g. computer, photocopier) are also unknown. Solar panels and air-conditioning are recommended and would incur at an additional cost of some \$20,000 to \$25,000. But with cost saving later ongoing it is more cost-effective to have them installed during construction. Each of these variables would impact upon the development costs.

In the meantime, the cost of constructing the building has been estimated at \$2,500 (excl. GST) per square metre while the cost of the verandahs has been estimated at \$2,100 (excl. GST) per square metre. These figures were informed by the costs of recent childcare developments Childcare by Design has been involved in and are indicative only. They do not take into consideration the locality loading which Quantity Surveyors Rider Levett & Bucknel have advised would be 37% - 40% ex Brisbane.

Finally, it is usual for suitable contingency costs to be added. Due to the preliminary nature of the project, a design contingency of 7.5%, construction contingency of 5% and project contingency of 2.1% would be appropriate. Insurances and annual fees are included in the development costs as they are required for the Service Approval.

No	Item Description	Estimated Cost (excl. GST)
1	Building and internal finishes based on light construction materials	\$1,662,000.00
2	Verandahs	\$420,000.00
3	Landscaping including sandpits, fencing, paths, gardens and fixed play elements	\$180,000.00
4	Playgroup building and internal finishes based on light construction materials	\$180,000.00
5	Verandah (Playgroup)	\$53,000.00

6	Toys and equipment for all rooms and outdoor play together with the cleaning items (e.g. mops, buckets, indoor brooms) from childcare suppliers	\$90,000.00
7	Miscellaneous items from hardware stores (e.g. door mats, plastic storage containers, ladder, air blower, outdoor brooms)	\$20,000.00
8	Adult furniture for staff room, Director's office and meeting room (e.g. sofa, table, chairs, storage cupboards for programming items, desks).	\$12,000.00
9	Furniture and resources for Playgroup	\$5,000.00
10	Landscaping, including sandpit, for Playgroup	\$10,000.00
11	Insurance, workers compensation and other fees required	\$15,000.00
12	Office equipment including computer, photocopier, stationery, telecommunication providers	\$10,000.00
13	Security system to the level required	\$10,000.00
14	Uniforms and staff related items	\$15,000.00
<b>Sub-Total (excl. GST)</b>		<b>\$2,682,000.00</b>
<b>GST</b>		<b>\$268,200.00</b>
<b>Total (incl. GST)</b>		<b>\$2,950,200.00</b>

Note: The above costings are based on construction ex Brisbane. It is recommended that a suitably qualified and experienced Quantity Surveyor review the costings and apply the requisite locality loadings and contingencies for a project of this nature.

In addition, the costing for an earlier Relationship Model with shared spaces (e.g. OSHC indoor play area being used for visiting practitioners) is included in Annex 6. It provides a useful tool for cost comparison.

### 5.3 Operational budgets

A table detailing the estimated projected income and expenses for the facility's first year of operation together with explanatory notes has been provided in Annex 9.

It is known that a skilful centre manager/director has a significant positive impact on a centre's operational budget, especially its expenses. In the childcare sector, the cost of wages is benchmarked at some 58% - 62% of income. Purposeful rosters and staff on permanent-part time contracts – variable between 15 and 37.5 hours per week – provide the flexibility needed to ensure staff costs remain within this ambit. Competent allocation of children to age groups, and parents providing items such as food, nappies and sheets, also minimise daily expenses. Keeping these expenses as low as possible without prejudicing the integrity of the centre's



operations is paramount during the 'break-even' period. Proactive marketing of the centre to increase its occupancy is also vital in getting past that period.

## **5.4 Preliminary findings and recommendations — construction and operational budget**

Both the cost of constructing the proposed facility and the operational budget for its first year of operation are consistent with childcare sector expectations. Indeed, the operational budget for its first year can be more than favourably compared with that of other newly opened facilities, even those with higher construction costs than this facility.

McKinlay Shire Council can expect that these figures would successfully support funding applications. In that event, the result would be a financially viable facility in the short term rather than long term.

## Phase 6 — Business case (including cost-benefit assessment) for increased range of services

### 6.1 Outline

Phase 6 had the following purposes:

- To summarise the outcomes and recommendations of Phase 1 to 5 as they relate to Council's stated direction; and,
- To develop a preliminary business case and cost-benefit analysis for increased range of services.

### 6.2 Summary of Phase 1–5 findings related to Council's stated directions

The findings of Phase 1 – 5 are that the only way McKinlay Shire Council can meet the region's current and future childcare needs as well as its needs for accessible support services for young children is to develop a new childcare facility, preferably a Community Children's Service Hub at Julia Creek. Such a facility would bring social and economic benefits to the region and enhance the well-being of families and the wider community.

The facility would need to be consistent with the Key Design Components (Annex 8) reflected in the Relationship Model (Annex 4). The site recommended for the facility, namely the Depot at 9-13 Coyne Street, Julia Creek which would locate the Hub adjacent to the Julia Creek Primary School and other community facilities, particularly sporting, which could be used by the school age children. However, the site may have soil contamination issues, and these may not be able to be mitigated or the cost of mitigation may be prohibitive. In that event, Council is well-positioned to identify alternate sites which possess the attributes listed in Annex 7.

Any new development has risks, and the Hub is no exception. These risks include: the current childcare demands might be overstated and future demands not eventuate; the cost of building the facility may be under-estimated and/or contingencies not fully allowed for; suitably qualified and experienced staff may be difficult to attract and retained; and, operating costs may not be sustainable.

Mitigating factors for these risks include: the demand for childcare has been conservatively estimated; the development of the new facility is contingent on an external grant; the existing Julia Creek Early Learning been operating successfully for many years; and, the consequences of taking no action would appear worse.

### 6.3 Preliminary business case and cost-benefit analysis for increased range of services

McKinlay Shire Council’s stated directions are to fully meet the region’s need for childcare services for children birth to school age, including before and after school care as well as vacation care, and to deliver the range of programs these children require. Such a service would also need the ability to expand to meet the region’s future childcare needs.

The answer, then, is to develop a new facility such as the Julia Creek Community Children’s Services Hub. The benefits and risks of developing such a facility have been analysed and are tabulated below.

Even without conducting a formal cost-benefit analysis, it is evident that the new facility will involve considerable financial outlay which will not be recouped in the short-to-medium terms. It is also clear that such a facility will bring inestimable benefits, many of them not quantifiable, to the community.

	Julie Creek Early Learning remains the sole service to meet childcare needs of McKinlay Shire	Julia Creek Community Children’s Services Hub is developed to meet current and future needs of McKinlay Shire
Key Benefits	<ul style="list-style-type: none"> <li>✓ No financial outlay</li> <li>✓ No financial risk</li> </ul>	<ul style="list-style-type: none"> <li>✓ Provide the community with an economically viable facility</li> <li>✓ The region’s current childcare needs would be accommodated, and the facility can be expanded to meet future needs</li> <li>✓ Parents with infants will be able to return to work earlier</li> <li>✓ Parents with school age children will be able to work the hours of their choice because of outside of school and vacation care knowing their children are safe and involved in activities</li> <li>✓ Visiting practitioners would have a dedicated venue</li> <li>✓ Playgroup would have a dedicated venue</li> <li>✓ It would bring social and economic benefits to Julia Creek</li> <li>✓ Children will be better prepared for school – benefitting the child involved, the other children and the school</li> <li>✓ Children with additional needs would be identified earlier allowing them to benefit from early intervention programs – benefitting the child involved, the other children and the school</li> <li>✓ Provides a venue where early childhood professionals can convene to</li> </ul>

		<p>exchange ideas and information enabling a holistic approach to the education, health and wellbeing of children</p> <ul style="list-style-type: none"> <li>✓ Provide a venue where parents can meet other parents and their young children can make friends</li> <li>✓ May attract new families to the area</li> <li>✓ Increase employment opportunities</li> </ul>
<p>Key Risks</p>	<ul style="list-style-type: none"> <li>● No possibility of increasing the profit of Julia Creek Early Learning</li> <li>● Current unmet childcare needs will remain unmet and these needs will increase</li> <li>● Families may move out of the area to where their childcare needs can be met</li> <li>● Children who have not been able to attend childcare may commence school unprepared – disadvantaging the child involved, the other children and the school</li> <li>● Children who have not been able to attend childcare may commence school with additional needs undiagnosed and/or without early intervention – disadvantaging the child involved, the other children and the school</li> <li>● Julia Creek businesses will continue to find it difficult to roster employees due to the need to prioritise caring for children over work demands. This is exacerbated during school holidays</li> </ul>	<ul style="list-style-type: none"> <li>● The initial cost of developing the facility may be difficult to meet</li> <li>● The cost of remediation of any existing contamination of any prospective site</li> <li>● Suitably qualified and experienced staff may be difficult to attract and retain</li> <li>● Additional demand for places may have been overestimated</li> <li>● Demographic changes occur before the service is available (e.g. projected population decline in families with children, or potential positive developments in the region are deferred).</li> </ul>

The key risks in developing the Julia Creek Community Children's Services Hub and mitigation strategies are listed below.

Key Risk	Mitigation Strategies
<ul style="list-style-type: none"> <li>The initial cost of developing the facility may be difficult to meet</li> </ul>	<ul style="list-style-type: none"> <li>It appears that the development of the facility is contingent on a successful grant application</li> </ul>
<ul style="list-style-type: none"> <li>The cost of remediation of any existing contamination of a prospective site</li> </ul>	<ul style="list-style-type: none"> <li>Council has access to a number of possible sites which would not be cost prohibitive</li> </ul>
<ul style="list-style-type: none"> <li>Suitably qualified and experienced staff may be difficult to attract and retain</li> </ul>	<ul style="list-style-type: none"> <li>Julia Creek Early Learning has demonstrated its ability to attract and retain suitably qualified and experienced staff</li> <li>Many staff employed in services study online while remaining fully employed. These staff meet regulatory qualification requirements</li> </ul>
<ul style="list-style-type: none"> <li>Additional demand for places may have been overestimated</li> </ul>	<ul style="list-style-type: none"> <li>Demand for places has been based on conservative figures</li> <li>Facility has captured enrolments which will be decanted from Julia Creek Early Learning</li> <li>No competition in the region means the facility has every chance of success</li> <li>The selected site and design of the facility will be suitable for the current understood demand and have flexibility to expand as demand increases</li> </ul>
<ul style="list-style-type: none"> <li>Demographic changes occur before the service is available (e.g. projected population decline in families with children, or potential positive developments in the region are deferred)</li> </ul>	<ul style="list-style-type: none"> <li>The facility is much needed now, and this is unlikely to change</li> <li>Population decline is not anticipated in the timeframes expected for development of the facility as the current population is relatively stable and not abnormally elevated due to any short term or temporary circumstances</li> </ul>

## Phase 7 — Design brief

### 7.1 Outline

A number of the elements of a Design Brief for this project have not yet been determined as they require Council input and decision-making. However, these elements are mentioned below.

#### 7.1.1 Site identification

The site has yet to be chosen. However, I have recommended the site referred to as the 'Depot' and rationale for its selection is provided in Section 2. In addition, aerial images of the site are in Annex 2. Key site requirements are detailed in Annex 7.

#### 7.1.2 Summary of key design components

The summary of key design components has been referred to in Section 4.2.2 of this Report and is set out in Annex 8. The choice of these key components is important as they will largely determine the final plan.

#### 7.1.3 Exemplars

The design of every childcare centre is determined by its site, size and location. However, designs benefit from reviewing examples of best practice and how these examples could be adapted to create exemplars in their own right. Refer Annex 10.

#### 7.1.4 Requirements of National and State regulations, standards and codes

When completed, Julia Creek Community Children's Hub must comply with all relevant federal, state, and council regulatory requirements.

Specifically, the plan is required to meet the *Education and Care Services National Law 2010*, *Education and Care Services National Regulations 2011* and the *NCC 2019 Building Code of Australia*. It must also have the capacity to support children's programs that are consistent with the *National Quality Standard 2011* and the *Early Years Learning Framework 2009*.

The requirements of the *Education and Care Services National Regulations 2011* (which also reflect the requirements of the *Education and Care Services National Law 2010*) are provided in Annex 11, *NCC 2019 Building Code of Australia* in Annex 12, *National Quality Standard 2011* in Annex 13 and *Early Years Learning Framework 2009* in Annex 14.

### 7.1.5 Relationship model

Annex 4 contains a Relationship Model complete with area measurements. This Model illustrates the relationship between all of the required areas and how they interface. For example, support areas such as cot-room and bottle-preparation areas must adjoin indoor play areas while toilets and nappy changes must be located such that they adjoin the indoor play as well as the outdoor play areas. It is highly functional especially as it will support educators in their day-to-day practices.

It also provides a dedicated space for visiting practitioners as well as indoor and outdoor areas for Playgroup. While the space for visiting practitioners can be accommodated within the licenced childcare premises, the space for the Playgroup needs to be outside the childcare premises.

The areas in the Relationship Model can also be repositioned in various ways provided they continue to comply with the required regulations, standards and codes for the indoor play areas relating specifically to childcare.

Age group	Actual Area	Required Area	Number of Children	Number of Staff
0 – 2 years	36.0m <sup>2</sup>	26.0m <sup>2</sup>	8	2
2 – 3 years	55.0m <sup>2</sup>	48.75m <sup>2</sup>	15	3
3 – 5 years	80.0m <sup>2</sup>	71.5m <sup>2</sup>	22	2
School Age	130.0m <sup>2</sup>	130.0m <sup>2</sup>	40	4
<b>Total</b>	<b>301.00m<sup>2</sup></b>	<b>276.25m<sup>2</sup></b>	<b>85</b>	<b>11</b>

The maximum number of children in the Centre at any given time will be 85. However, the age grouping will be chosen according to demand. The figure for the number of staff for each group indicates the minimum number of educators required to be working directly with the children at any time the room is operating at capacity. Additional staff will be required throughout the day to maintain compliance with educator: child ratios.

For comparative purposes, an earlier Relationship Model with shared spaces (e.g. OSHC indoor play area being used for visiting practitioners) is included in Annex 5.

### 7.1.6 Identification of Risks and Potential Risk Mitigation Strategies

No risks identified.

# Annex I — Preliminary Childcare Needs Review

## Preliminary Childcare Needs Review

Date: July 4, 2019

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### **RE: Preliminary Childcare Needs Review for JULIA CREEK, QLD**

Business Geographics has been asked to conduct a preliminary review of the need for Childcare in the town of Julia Creek in Queensland.

As principal of Business Geographics, I have reviewed the childcare market in Julia Creek and based on this analysis, I have formed a preliminary view in support of the need for an integrated childcare hub in Julia Creek to adequately service local demand and support the future needs of the local community. These findings are based on my experience in researching supply and demand in the Childcare Market in Australia for over 15 years.

#### **Background Information**

It is my understanding that McKinlay Shire Council is currently reviewing whether its existing childcare service – The Julia Creek Early Learning Centre - is meeting the needs of residents and the extent to which it will be able to meet the needs of the community in the future.

Julia Creek Early Learning Centre is the only childcare centre in Julia Creek. It is a small facility (21 places), quite old (established 1983) and cannot accommodate additional children at the current location. The building and facilities do not meet contemporary expectations for modern purpose-built childcare facilities.

Julia Creek Early Learning Centre operates a waitlist on certain days and there is anecdotal evidence that the centre is not meeting demand and some families are opting out of formal childcare altogether due to the lack of availability.

There is also no nursery (no options for children under the age of 12 months) and no licensed Outside School Hours Care (OSHC) service in Julia Creek. Julia Creek State Primary School had 43 students in 2018.

Although Queensland Government Population Projections have forecast a population decline in Julia Creek, there are some significant catalyst projects that may result in population growth in the future. These include the Julia Creek Airport Upgrade and Various Mining Projects in the region.

It is my view that the development of an integrated childcare hub offering long day care from 6 weeks to school-age, kindergarten and outside school hours care would enable McKinlay Shire Council to deliver high-quality childcare services to residents and would deliver economic benefits to the town.

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### Julia Creek Demographics and Current Childcare Demand

As at 30 June 2018, the estimated resident population (ERP) for McKinlay Shire was 814 persons. The annual growth rate between 2017 and 2018 was 0.5 per cent.

The 2018 edition of the Queensland Government population projections indicate that by 2026 the population of McKinlay Shire will decrease to 694 persons. However, these projections Population projections are not targets and may be impacted by significant projects in the region. It is important to recognise that the projections reflect the outcome of certain assumptions about the future of fertility, mortality and migration – assumptions which may or may not eventuate. The projections should therefore not be interpreted as precise predictions of the demographic future for Julia Creek.

In 2018, there were an estimated 75 children aged 0 – 5 in McKinlay Shire with approx. 45 of these children living in Julia Creek itself. These children have only one (1) formal childcare option – the Julia Creek Early learning Centre

Julia Creek also exhibits some labour force characteristics that are consistent with above average demand for long day care. This includes a low unemployment rate and high female labour force participation rate -

- The unemployment rate in McKinlay Shire in December quarter 2018 was 4.8% which is LOWER than the Queensland average of 6.1%
- The female labour force participation rate in McKinlay Shire is 73.4% which is HIGHER than the Queensland average of 60.6%

*Based on the above, it's estimated that the underlying demand for long day care in Julia Creek is between 20 and 25 places per day on average. This is sufficient demand to support a long day care centre of 25 – 30 places at an estimated average occupancy of 80% - 85%.*

*That said, this demand could increase in the future if childcare provision was readily available, reliable and accessible (thus increasing childcare participation) or if large mining projects proposed for the area proceed (Driving population growth and demand).*

### Comparable Markets

It's worth noting that neighbouring Richmond Shire to the east has a similar population as McKinlay Shire (Approx. 800 persons) with 70 children aged 0 – 5. The town also has a single childcare centre, however Richmond Early Education Centre Inc (which was established in 2004) provides 44 licensed places. In addition, Richmond has a dedicated OSHC service for 30 children - Richmond Shire Council Outside School Hours Care.

It should be noted that Richmond State School enrolled 84 students in 2018 from Prep to Year 12 and has a similar number of primary school-aged children as Julia Creek.

### Economic Benefits

Childcare is an important community service as it is seen as both a mechanism to support labour force participation and as an important form of early learning and education. Access to affordable and quality childcare increases opportunities for new parents to engage in the workplace and contribute economic benefits to the community.

The addition of local and convenient childcare options increases the likelihood of parents re-entering the workforce or increasing their hours at work. This can increase long day care participation and drive demand that otherwise would go un-served. This increased income and economic activity also has economic benefits for the local community with an increase in disposable income available to families and increases local expenditure on goods and services.

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### Needs Assessment

Whilst the overall market for childcare services in Julia Creek is limited, the existing Julia Creek Early Learning Centre is not currently meeting the needs and expectations of the local community.

A new and larger purpose-built childcare centre could be expected to deliver a number of benefits to the local community including –

- Improved facilities for children and educators.
- Increased availability and accessibility to childcare for families.
- Increased labour force participation (particularly for mothers) and the flow-on economic benefits to other businesses in the community from an increase in family incomes.
- Additional jobs in both the construction and operational phases.
- Removing an obstacle (lack of quality childcare) to new families re-locating to Julia Creek to pursue employment opportunities.

Moreover, an integrated childcare hub that provides a nursery, funded kindergarten program and outside school hours care creates an opportunity to create a larger facility that meets the needs of children from birth through school-age and helps support children in a smooth transition from one learning environment to another.

### Conclusion

This assessment concludes that there is a community and economic need for an integrated childcare hub in Julia Creek to service the current and future needs of local families.

The optimal size for a new facility (to replace the existing centre) is estimated to be 35 – 45 places with provision for small number for nursery places, long day care, kindergarten and possibly outside school hours care.

Should you require any further information please let me know.

Yours sincerely

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### ABOUT BUSINESS GEOGRAPHICS

*Business Geographics is Australia's specialist childcare research agency. Our clients include some of Australia's largest childcare providers as well as many independent management groups, operators & developers. Each year we prepare hundreds of needs assessments for long day care centre developments and acquisitions and monitor supply and demand trends in the industry*

### IMPORTANT INFORMATION

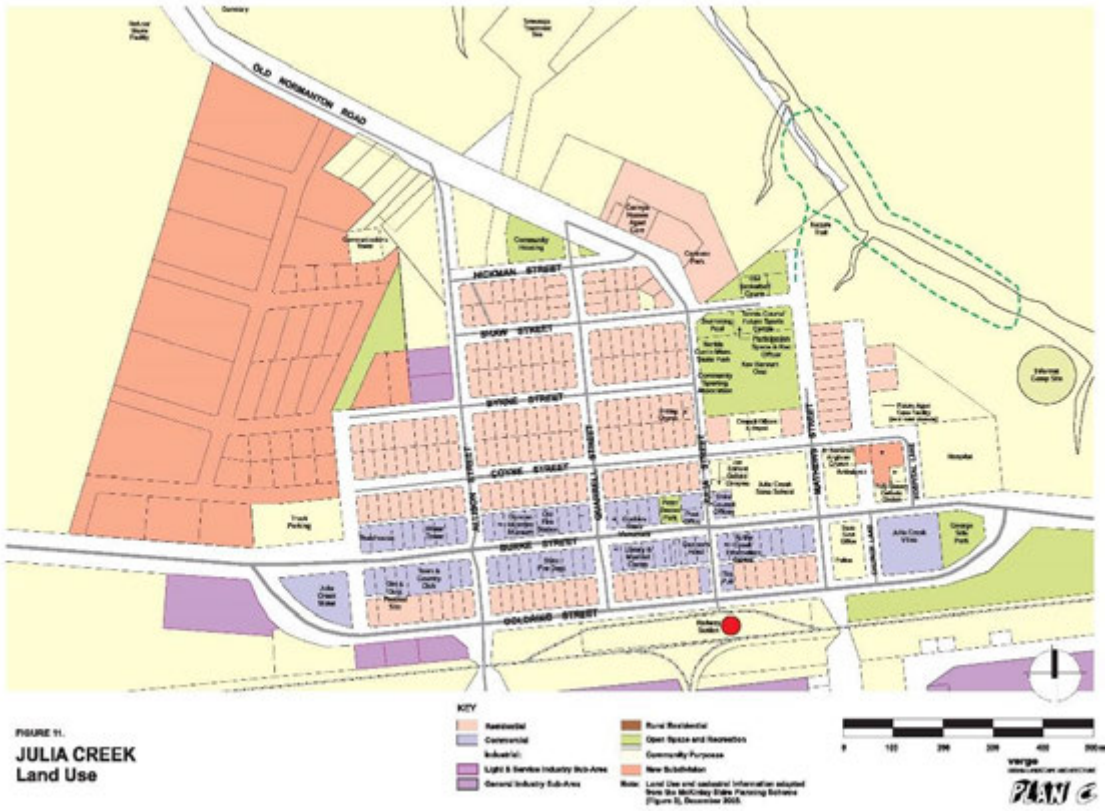
This report represents a Preliminary Childcare Needs Review for the town of Julia Creek only. It should not be interpreted as an assessment of the commercial feasibility for centre development, acquisition or disposal. While all due care has been taken to ensure the accuracy and currency of information provided in this summary, it should not be relied upon in isolation for the making of business decisions. Interested parties should undertake independent inquiries and investigations to satisfy themselves that relevant information remains current, comprehensive and correct. Business Geographics Pty Ltd does not accept any responsibility for errors or omissions, nor is it liable for loss, damage or liability arising, directly or indirectly, from errors, omissions, inaccuracies or any misleading or out of date information contained in this research note.

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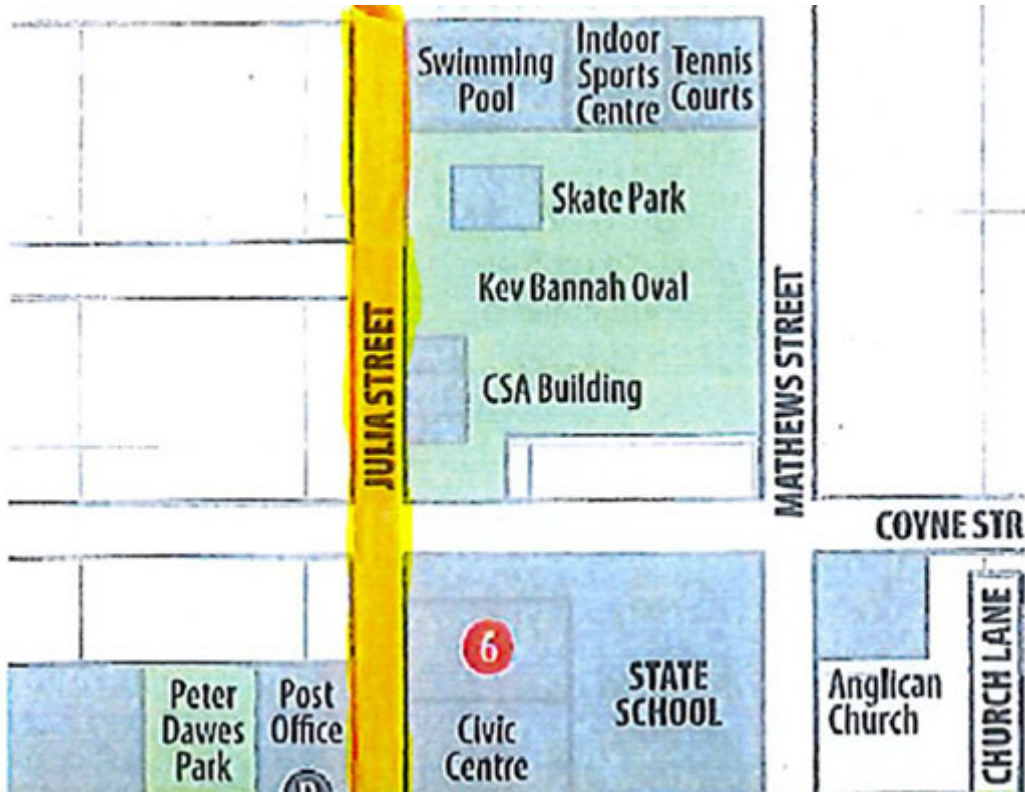
# Annex 2 —Proposed Site

The Depot: 9 - 13 Coyne Street, Julia Creek



McKinlay Shire INFRASTRUCTURE PLAN Issue B, Oct 2010 – page 46







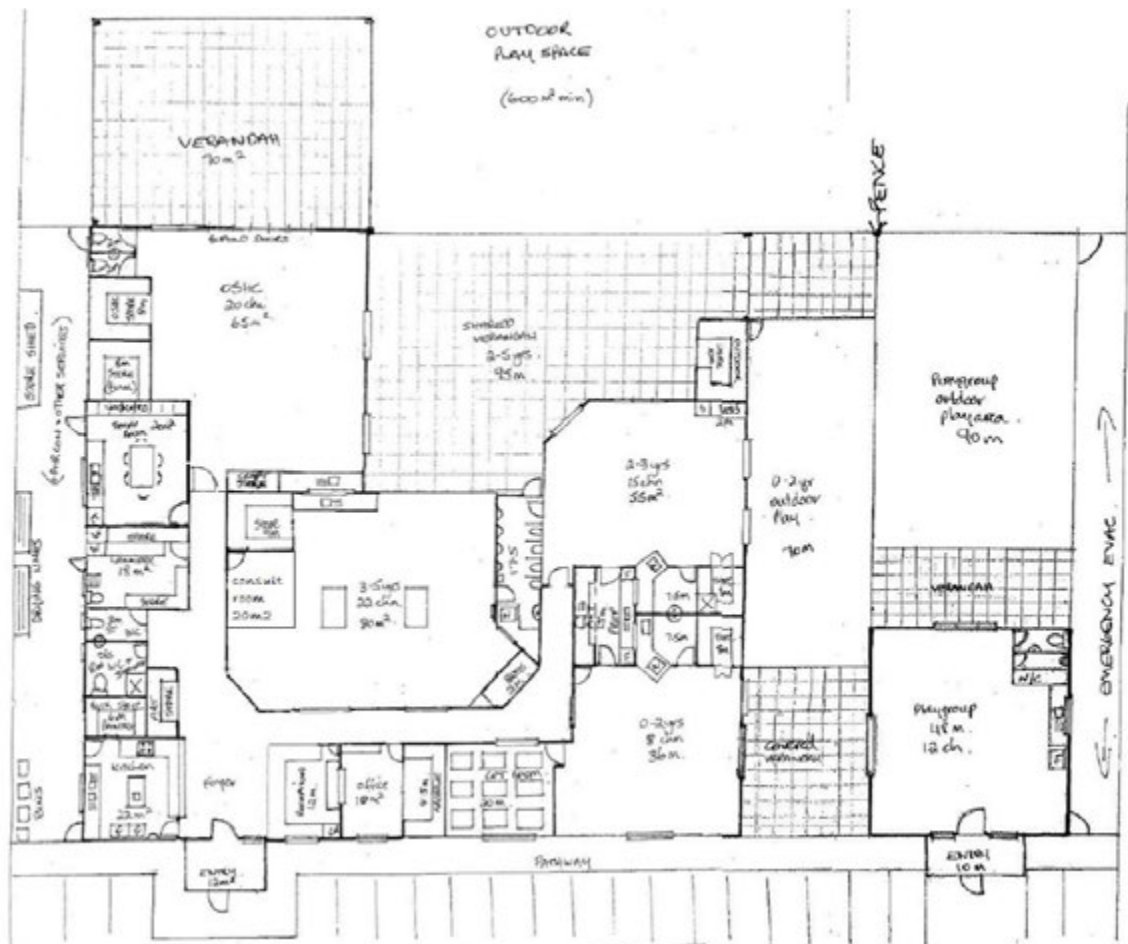
## Annex 3 — Adjacent Community Facilities





## Annex 4 — Relationship Model with Dedicated Spaces

In this model, forty (40) OSHC children are accommodated. A dedicated room for visiting practitioners is provided within the licensed childcare premises. A separate building and an outside play area are provided for Playgroup.



Julia Creek - Relationship Model  
(not to scale)

0-2yrs	8 chn
2-3yrs	15 chn
3-5yrs	22 chn
OSHC	40 chn
<hr/>	
	85 chn

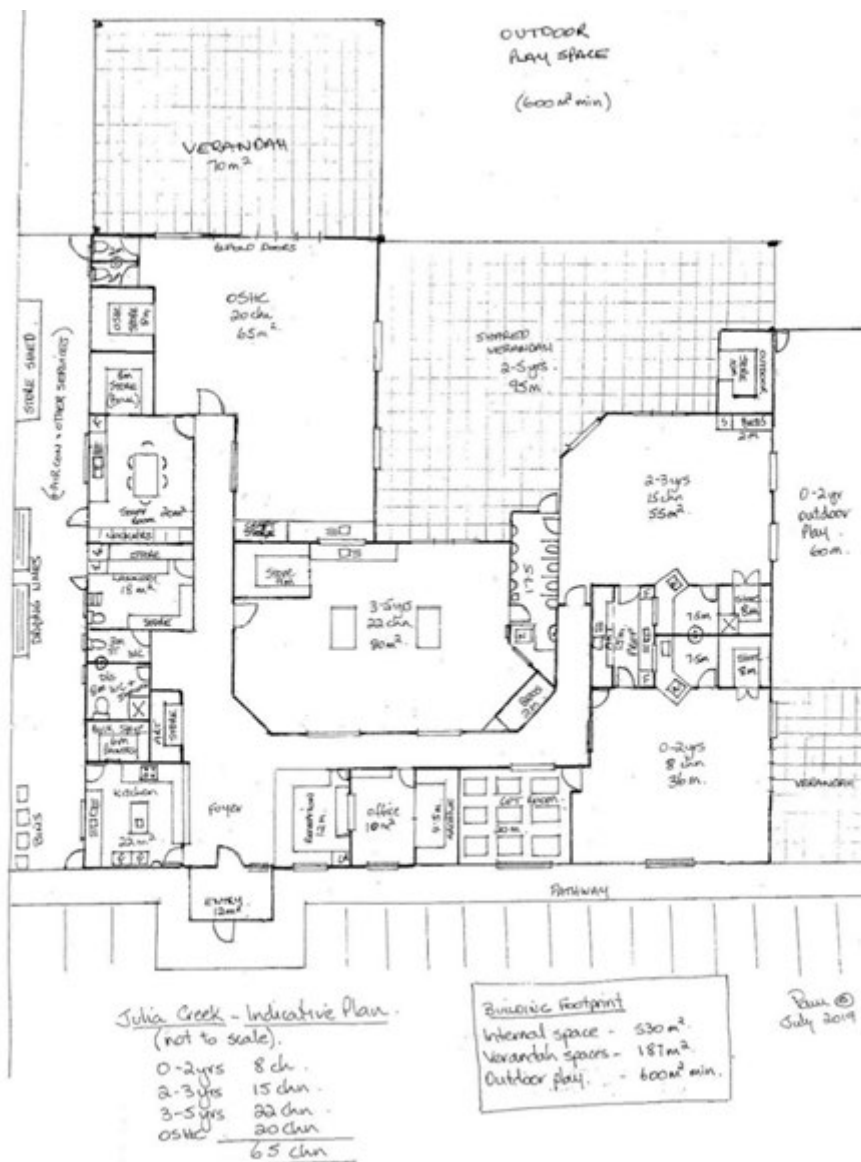
+ Playgroup 12 chn.  
(Separate entry)

<u>Building Footprint</u>	
Internal space	- 665 m <sup>2</sup>
Verandah space	- 200 m <sup>2</sup>
Outdoor play	- 800 m <sup>2</sup> min.
<hr/>	
+ Playgroup	- 45 m <sup>2</sup>
+ verandah	- 25 m <sup>2</sup>



## Annex 5 — Relationship Model with Shared Spaces

In this model, twenty (20) OSHC children are accommodated and the OSHC indoor space is shared with the visiting practitioners and Playgroup during school hours.



Age group	Actual Area	Required Area	Number of Children	Number of Staff
0 – 2 years	36.0m <sup>2</sup>	26.0m <sup>2</sup>	8	2
2 – 3 years	55.0m <sup>2</sup>	48.75m <sup>2</sup>	15	3
3 – 5 years	80.0m <sup>2</sup>	71.5m <sup>2</sup>	22	2
School Age	65.0m <sup>2</sup>	65.0m <sup>2</sup>	20	2
<b>Total</b>	<b>236.00m<sup>2</sup></b>	<b>211.25m<sup>2</sup></b>	<b>65</b>	<b>9</b>



## Annex 6 — Costing for Relationship Model with Shared Spaces

No	Item Description	Estimated Cost (excl. GST)
1	Building and internal finishes based on light construction materials	\$1,400,000.00
2	Verandahs	\$392,700.00
3	Landscaping including sandpits, fencing, paths, gardens and fixed play elements	\$180,000.00
4	Toys and equipment for all rooms and outdoor play together with the cleaning items (e.g. mops, buckets, indoor brooms) from childcare suppliers	\$85,000.00
5	Miscellaneous items from hardware stores (e.g. door mats, plastic storage containers, ladder, air blower, outdoor brooms)	\$20,000.00
6	Adult furniture for staff room and back office (e.g. sofa, table, chairs, storage cupboards for programming items, desks)	\$10,000.00
7	Insurance, workers compensation and other fees required	\$15,000.00
8	Office equipment including computer, photocopier, stationery, telecommunication providers	\$10,000.00
9	Security system to the level required	\$10,000.00
10	Uniforms and staff related items	\$15,000.00
	<b>Sub-Total (excl. GST)</b>	<b>\$2,137,700.00</b>
	<b>GST</b>	<b>\$213,770.00</b>
	<b>Total (incl. GST)</b>	<b>\$2,351,470.00</b>

## Annex 7 — Attributes of Suitable Sites

Not every site is suitable for a childcare centre. Selecting the site for a childcare centre involves balancing the more desirable attributes of potential sites against their less desirable attributes, and then selecting the site which optimises the health, safety and well-being of children, and best serves the needs of families and the wider community.

Considerations:

- Proximity to compatible facilities such as schools and other educational establishments, libraries, community services, parks and other public open space
- Proximity to employment areas, town centres, business areas, shops
- In an area identified as safe from significant hazards such as bushfires and flooding
- Free from potential impacts from agricultural activities such as aerial spraying, odours or other air pollutants
- Be a minimum of 3,000 square metres
- Suitable characteristics such as street frontage, lot configuration, set-back, dimensions and number of shared boundaries with residential properties
- Able to accommodate a design with a north-facing outdoor play space
- Sufficient on-site parking for parents, staff and visitors
- On-site vehicle access enabling children to be dropped off and picked up safely, including taxi access and wheelchair access spaces
- In an area that is mindful of local heritage
- Any adverse acoustic and privacy impacts of the proposed childcare centre on nearby residential properties, and conversely the acoustic and privacy impacts of surrounding areas on the childcare centre
- An area where the proposed hours of operation do not conflict with surrounding residences
- The class of road (e.g. arterial, local). Service roads, highways and cul-de-sacs are to be avoided
- Ability to accommodate additional programs and facilities to meet future requirements
- Contaminated land that cannot be remediated or hazardous materials that cannot be removed
- Being located away from premises licensed for alcohol or gambling such as hotels, clubs and bottle shops
- Being located away from existing and future commercial and industrial activities, transfer depots, land fill sites, LPG tanks or petrol stations
- Power lines with high voltages

## Annex 8 — Summary of Key Design Components

- Sixty-five (65) place childcare centre to accommodate children from six (6) weeks to school age, and school age children for outside school hours and vacation care
- Four (4) indoor learning areas (i) 0 – 2 years with 8 children (ii) 2 – 3 years with 15 children (iii) 3 – 5 years with 22 children (iv) school age with 22 children. Each room will the facilities to enable these age-groups to be flexible
- Minimum of 3.25 m<sup>2</sup> unencumbered indoor play space per child – Clause 107 (National Regulations)
- North facing outdoor play areas with wide variety of natural elements
- Minimum of 7.0 m<sup>2</sup> unencumbered outdoor play space per child – Clause 108 (National Regulations)
- Bottle preparation area (0-2 years indoor area), craft preparation areas (adjoining all indoor areas for children over 2 years), children's toilet areas (adjoining all indoor play areas), nappy change (adjoining indoor areas for children under school age), craft storage areas (adjoining each indoor play area)
- Entry, foyer, reception, corridor, staff room, kitchen, laundry (including cleaners sink), adult toilets x 2 (including shower and one accessible), central storage areas (art, stationery, archive, chemical), verandahs x 2, external bin storage
- Minimum of 0.2m<sup>3</sup> per child of internal storage space
- Minimum of 0.3m<sup>3</sup> per child of external storage space
- Drop-off and pick-up provisions on-site as well as parking for parents and visitors
- Reception desk with a portion of it at a lower level for children or for people in a wheelchair so that it can accessed by all
- Private office for confidential conversations between the Nominated Supervisor and parents/staff
- Consulting room for visiting practitioners
- Indoor play space with facilities and outdoor play space for Playgroup (outside of the licensed childcare premises)
- Verandah adjoining the school age care indoor play area can be included in the calculation of unencumbered indoor space for School Age Care if it has adequate flooring and roofing and provides adequate protection from the elements – Clause 107 (National Regulations)
- Children's bathrooms and nappy change areas must readily accessible from both the indoor and outdoor play areas – Clause 109 (National Regulations)
- The premises (including the toilets and nappy change areas) must be designed and maintained in such a way that educators have a clear line-of-sight of children at all times

that they are being educated and cared for by the service, having regard to the need to maintain the rights and dignity of the children – Clause 115 (National Regulations)

- Outdoor play space needs to have year-round solar access to at least 30 per cent of the ground area, with no more than 60 per cent of the space covered.
- The foyer needs a notice board for parents.
- Ideally, educators would be provided with a semi-private area for programming/non-contact time
- The archive room is to be lockable
- Laundry requires a heavy-duty washing machine and clothes dryer. It also needs laundry sinks, a cleaner's sink and a sluice. Further, it needs storage for soiled items prior to laundering and for bulk chemicals, hooks to hang mops and brooms, and a stand for mop buckets
- If meals are to be prepared at the Centre, the kitchen would require: suitable bench space; provision for a freezer, refrigerator, oven, dishwasher; three sinks; central drain in floor; exhaust system; and, bulk pantry space. It is useful to have an open servery so that parents can communicate with the cook and it can be used for cooking activities for children as part of the educational program
- The NCC 2019 Building Code of Australia requires 1 toilet and handbasin per 15 children. However, 1 toilet for every 10 children is more functional for toddlers as they are in the process of being toilet trained
- The toddler bathroom must have a shower. A handheld rose with flexible hose over a recessed floor with is usual
- A toddler room with a little more than the required 3.25m<sup>2</sup> per child so that it affords children a sleep area
- The partitions between the children's toilets should be no higher than 800mm with a minimum gap of 100mm underneath. If a privacy door is added, it should be free swinging, inward opening (with buffer stop) and securable inside with reachable adult access.
- All electrical outlets are to be 1.5m above the floor
- The outdoor play space needs to include as many natural elements as possible
- Entry to the childcare centre should be limited to one secure point which is: visible and directly accessible from the street; easily monitored through natural or camera surveillance; not accessed through an outdoor play area; and, in a mixed-use development, clearly defined and separate from entrances to other uses in the building.
- Bi-fold doors between the school age care indoor play area and the verandah.

The following list of rooms/areas is for easy reference:

- Car park
- Entry
- Foyer
- Reception
- Office
- Staff Room
- Kitchen
- Laundry
- Corridor
- Consulting room for visiting practitioners
- Indoor play space with facilities and outdoor play space for Playgroup (outside the licensed childcare premises)
- Indoor Play Areas x 4
- Bottle Preparation Area
- Craft Preparation Areas x 3
- Adult Toilets x 2
  - Adult
  - Accessible
- Children's Toilet Areas x 4
- Children's Nappy Change x 3
- Storage Areas
  - Central Art
  - Central Stationary
  - Archive
  - Chemical
  - Indoor x 4
  - Outdoor x 3
- Cot Room
- Verandahs x 2
- Bin Storage

## Annex 9 — Projected Income and Expenses for Year 1

### Long Day Care:

Long Day Care (52 weeks, 5 days/week at \$85/day)													
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
Gross Income	31,000	31,000	31,000	46,000	46,000	46,000	58,000	58,000	58,000	62,000	62,000	62,000	591,000
Attendance %	40	40	40	60	60	60	75	75	75	80	80	80	---
Expenses	26,500	26,500	26,500	49,500	49,500	49,500	52,500	52,500	52,500	54,500	54,500	54,500	549,000
Net Income	4,500	4,500	4,500	3,500	3,500	3,500	5,500	5,500	5,500	7,500	7,500	7,500	42,000

1. It has been assumed that the Hub will open in January at 40% capacity.
2. The projections are calculated for 45 children. The income from fees for the 20 After School Care and Vacation Care childcare have not been included in this table nor has the expense for the wages for the staff to supervise these children.
3. The daily fee used is \$85 (as this will be the likely fee at the time the Hub opens).
4. Conservative figures have been used for the attendance %. At 60% occupancy, staff expenses are high. This is known as the difficult "break-even" period when extra staff are needed to comply with staff: child ratio but insufficient children attend to cover the cost. As additional children attend, this cost is covered (e.g. for children 0 – 2 years, 2 staff are required for 8 children, 3 staff for 10, and 3 staff for 12).
5. All wages for all staff have been included (Director and floats) and calculated at 37.5 hours per week from Day 1 as an indicator of expenses. Wages have been also been calculated on an average of \$31 per hour including superannuation and tax. In reality, some staff will start at fewer hours per week and this will reduce the actual expenses. If rosters are managed well, this cost can be reduced even further, and more operational profit achieved.
6. Expenses have been calculated on an average monthly figure, assuming attendance as above. Adjustment has been made for additional expenses (e.g. staffing, telephone, internet, electricity, stationery and craft supplies) as occupancy increases. Where increases in occupancy result in only slight increases in expenses, the latter have been disregarded. Rent, rates and water have not been included in these expenses.
7. Expenses tend to remain the same between 80% - 100% occupancy.
8. It is considered wise to create a contingency for wages in the first month of operation as part of "set up" expenses.
9. In Year 2, occupancy rates are predicted to start at about 75-80% and build. Expenses should only increase marginally.
10. If the centre runs at 95% occupancy for a year, expenses would increase to some \$59,500 per month or approximately \$714,000 per year.

**Outside School Hours Care:**

<b>Outside School Hours Care/After School Care</b>													
(40 weeks, 5 days/week at \$25/afternoon - averaged over the year)													
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
Gross Income	15,833	15,833	15,833	15,833	15,833	15,833	15,833	15,833	15,833	15,833	15,833	15,833	190,000
Attendance %	95	95	95	95	95	95	95	95	95	95	95	95	---
Wage Expenses	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	55,800
Net Income	11,183	11,183	11,183	11,183	11,183	11,183	11,183	11,183	11,183	11,183	11,183	11,183	<b>134,200</b>

1. It has been assumed that the Hub will open in January at 95% capacity for Outside School Hours Care/After School Care. This assumption was based on the current number of children enrolled in the school and those attending activities provided by Council.
2. The projections are calculated for 40 school age children.
3. The daily fee used is \$25 (as this will be the likely fee at the time the Hub opens).
4. Only income from fees and expenses relating to wages have been included. The calculation for staff wages has been based on three staff for 3 hours per day for 40 weeks a year. The staff: child ratio is 1: 15.

**Vacation Care (\$85 per day):**

<b>Vacation Care</b>													
(12 weeks, 5 days/week at \$85/day - averaged over the year)													
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
Gross Income	15,300	15,300	15,300	15,300	15,300	15,300	15,300	15,300	15,300	15,300	15,300	15,300	183,600
Attendance %	90	90	90	90	90	90	90	90	90	90	90	90	---
Wage Expenses	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	44,640
Net Income	11,580	11,580	11,580	11,580	11,580	11,580	11,580	11,580	11,580	11,580	11,580	11,580	<b>138,960</b>

1. It has been assumed that the Hub will open in January at 90% capacity for Vacation Care. This attendance percentage is slightly lower than Outside School Hours Care to allow for those families who may take annual leave during the school holidays.
2. The projections are calculated for 40 school age children.
3. The daily fee used is \$85 (as this will be the likely fee at the time the Hub opens). However, it is usual practice for childcare centres to provide Vacation Care for a lower daily rate than for Long Day Care. For comparison, the table below is based on a daily fee of \$70.
4. Only income from fees and expenses relating to wages have been included. The calculation for staff wages has been based on three staff for 8 hours/day, 5 days/week for 12 weeks.

**Vacation Care (\$70 per day):**

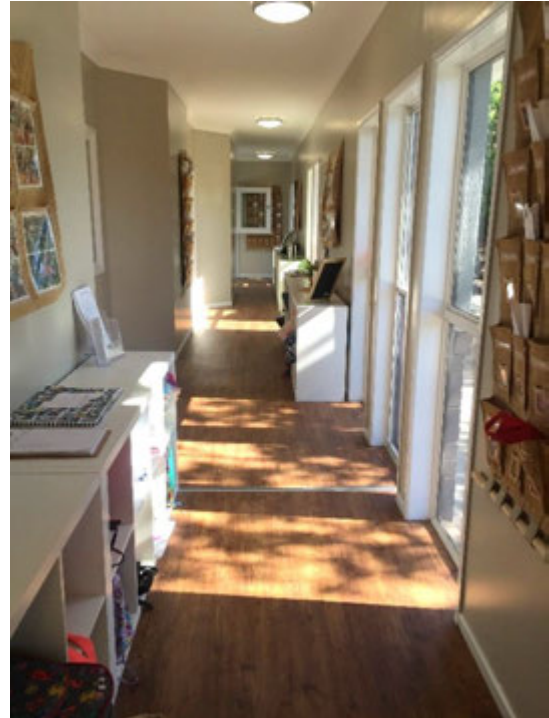
		<b>Vacation Care</b>											
		(12 weeks, 5 days/week at \$70/day - averaged over the year)											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
Gross Income	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	12,600	151,200
Attendance %	90	90	90	90	90	90	90	90	90	90	90	90	---
Wage Expenses	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	3,720	44,640
Net Income	8,880	8,880	8,880	8,880	8,880	8,880	8,880	8,880	8,880	8,880	8,880	8,880	<b>106,560</b>



## Annex 10 — Exemplars



Interesting corridor\_1



Interesting corridor\_2



Indoor play area for OSHC



Indoor play area for preschool



'Cotto Egg' toilets with privacy partitions



Hand washing facility basins



Hand held shower rose with drainage albeit not ideally located



Toilets and handbasins. Note the handbasin which accommodates two taps



7Nappy change mat correctly oriented to afford uninterrupted line-of-sight to the indoor play area



Functional kitchen layout



Reading area\_1



Reading area\_2





Dramatic play area\_1



Dramatic play area\_2



Outdoor shaded play area



Sustainability area



Reception designed for equitable access



Central storeroom

## Annex II — Requirements National Regulations

Aspect	Assessment
<b>Fencing</b>	
<p>Is the outdoor space used by children enclosed by a fence or barrier that is of a height and design that children preschool age or under cannot go through, over or under it? (This does not apply to a centre-based service that primarily provides education and care services to children over preschool age)</p> <p><i>Education and Care Services National Regulations 2011 Clause 104(1)(2)</i></p>	
<b>Laundry and hygiene facilities</b>	
<p>Does the service provide laundry facilities or have access to laundry facilities, or other adequate and appropriate arrangements for dealing with soiled clothing, nappies or linen prior to their disposal or laundering?</p> <p><i>Education and Care Services National Regulations 2011 Clause 106(1)(a)(b)</i></p>	
<p>If the service has laundry and hygienic facilities, are they located and maintained in a way that does not pose a risk to children?</p> <p><i>Education and Care Services National Regulations 2011 Clause 106(2)</i></p>	
<b>Space requirements — indoor space</b>	
<p>Is there at least 3.25 square metres of unencumbered indoor play space per child being educated and cared for by the service?</p> <p><i>Education and Care Services National Regulations 2011 Clause 107(2)</i></p>	
<p>Does the calculation of the unencumbered indoor play space exclude any passage way or thoroughfare, door swing areas, toilet or hygiene facilities, nappy change, bottle preparation areas, cot room or cot storage, administration, general storage, any other space not suitable for children, kitchen (with exception of it being used by the children primarily as part of the education program being provided by the service Clause 107(3)(b)), verandah (with exception written approval of the Regulatory Authority to do so Clause 107(4))?</p> <p><i>Education and Care Services National Regulations 2011 Clause 107(3)</i></p>	
<b>Space requirements — Outdoor space</b>	
<p>Is there at least 7 square metres of unencumbered outdoor play space per child being educated and cared for by the service?</p> <p><i>Education and Care Services National Regulations 2011 Clause 108(2)</i></p>	
<p>Does the calculation of the unencumbered outdoor play space exclude items such as pathway or thoroughfare not used by the children as part of the program, car parking areas, any verandah included as indoor space, storage sheds or other storage, any other space not suitable for children?</p> <p><i>Education and Care Services National Regulations 2011 Clause 108(3)</i></p>	
<p>Does this calculation of unencumbered outdoor space exclude any verandah that has been used in the calculation of indoor space?</p> <p><i>Education and Care Services National Regulations 2011 Clause 108(4)</i></p>	

For education and care services for children over preschool age, is there any indoor space that has been given approval to be used as outdoor space (and has not been included in the calculation of the indoor space)? <i>Education and Care Services National Regulations 2011 Clause 108(5)</i>	
<b>Toilets and hygiene facilities</b>	
Are there adequate, developmentally and age-appropriate toilet, washing and drying facilities provided for use by the children being educated and cared for at the service? <i>Education and Care Services National Regulations 2011 Clause 109(a)</i>	
Do the location and design of the toilet, washing and drying facilities enable safe use and convenient access by the children? <i>Education and Care Services National Regulations 2011 Clause 109(b)</i>	
<b>Ventilation and natural light</b>	
Are the indoor spaces used by the children well-ventilated, have adequate natural light and can be maintained at temperatures that ensures the safety and wellbeing of children? <i>Education and Care Services National Regulations 2011 Clause 110</i>	
<b>Administrative space</b>	
Does the service have an adequate area or areas available at the education and care service premises for the purposes of (a) conducting the administrative functions of the service; (b) consulting with parents of children; and, (c) conducting private conversations. <i>Education and Care Services National Regulations 2011 Clause 111</i>	
<b>Nappy change facilities</b>	
If the service educates and cares for children who wear nappies, does it have adequate and appropriate hygienic facilities provided for nappy changing? <i>Education and Care National Regulations 2011 Clause 112(2)</i>	
If the service educates and cares for children under 3 years of age, does it have at least 1 properly constructed nappy change bench? <i>Education and Care National Regulations 2011 Clause 112(3)(a)</i>	
If the service educates and cares for children under 3 years of age, does it have hand cleansing facilities for adults in the immediate vicinity of the nappy change area? <i>Education and Care National Regulations 2011 Clause 112(3)(b)</i>	
Are the nappy change facilities designed, located and maintained in a way that prevents unsupervised access by children? <i>Education and Care National Regulations 2011 Clause 112(4)</i>	
<b>Outdoor space — natural environment</b>	
Do the outdoor spaces provided at the education and care service allow children to explore and experience the natural environment (e.g. include natural features such as trees, sand and natural vegetation)? <i>Education and Care National Regulations 2011 Clause 113</i>	
<b>Outdoor space — shade</b>	
Do the outdoor spaces provided at the education and care service include adequate shaded areas to protect children from overexposure to ultraviolet radiation from the sun? <i>Education and Care National Regulations 2011 Clause 114</i>	

<b>Premises designed to facilitate supervision</b>	
<p>Are the premises (including the toilets and nappy change areas) designed and maintained in such a way that facilitates supervision of children at all times that they are being educated and cared for by the service, having regard to the need to maintain the rights and dignity of the children?</p> <p><i>Education and Care Services National Regulations 2011 Clause 115</i></p>	

## Annex I2 — Requirements NCC 2019 Building Code of Australia

Requirement	Assessment
<b>Sanitary facilities</b>	
<p>(a) Sanitary facilities must be provided for in Accordance with Table <u>F2.3</u>.</p> <p>(b) If not more than 10 people are employed, a unisex facility may be provided instead of separate facilities for each sex.</p> <p>(c) If the majority of employees are of one sex, not more than 2 employees of the other sex may share toilet facilities if the facilities are separated by means of walls, partitions and doors to afford privacy.</p> <p>(d) Employees and the public may share the same facilities in a Class 6 and 9b NCC Building (other than a <u>school</u> or <u>early childhood centre</u>) provided the number of facilities provided is not less than the total number of facilities <u>required</u> for employees plus those <u>required</u> for the public.</p> <p>(e) Adequate means of disposal of sanitary towels must be provided in sanitary facilities for use by females.</p> <p><i>NCC 2019 Building Code of Australia Part F2.3 Facilities in Class 3 to 9 Buildings</i></p>	
<p>Facilities for use by children must be—</p> <p>(a) junior pans; and</p> <p>(b) washbasins with a rim height not exceeding 600mm; and</p> <p>(c) accessible from both indoor and outdoor play areas.</p> <p><i>NCC 2019 Building Code of Australia Table F2.3 Facilities in Class 3 to 9 Buildings</i></p>	
<b>Kitchen</b>	
<p>(g) A Class 9b <u>early childhood centre</u> must be provided with—</p> <p>(i) a kitchen or food preparation area with a kitchen sink, separate hand washing facilities, space for a refrigerator and space for cooking facilities, with—</p> <p style="padding-left: 20px;">(A) the facilities protected by a door or gate with child proof latches to prevent unsupervised access to the facilities by children younger than 5 years old; and</p> <p style="padding-left: 20px;">(B) the ability to facilitate supervision of children from the facilities if the early childhood centre accommodates children younger than 2 years old</p> <p><i>NCC 2019 Building Code of Australia Part F2.3 Facilities in Class 3 to 9 Buildings</i></p>	
<b>Toilets, bath, showers</b>	
<p>(g) A Class 9b early childhood centre must be provided with—</p> <p style="padding-left: 20px;">(ii) one bath, shower or shower-bath; and</p> <p style="padding-left: 20px;">(iii) if the centre accommodates children younger than 3 years old—</p> <p style="padding-left: 40px;">(A) a laundry facility comprising a washtub and space in the same room for a washing machine; and</p> <p style="padding-left: 40px;">(B) a bench type baby bath, which is within 1 m of the nappy change bench; and</p> <p style="padding-left: 40px;">(C) a nappy changing bench which—</p>	

<p>(aa) is within 1 m of separate adult hand washing facilities and bench type baby bath; and</p> <p>(bb) must be not less than 0.9 m<sup>2</sup> in area and at a height of not less than 850 mm, but not more than 900 mm above the finished floor level; and</p> <p>(cc) must have a space not less than 800 mm high, 500 mm wide and 800 mm deep for the storage of steps; and</p> <p>(dd) is positioned to permit a staff member changing a nappy to have visibility of the play area at all times.</p> <p><i>NCC 2019 Building Code of Australia Part F2.3 Facilities in Class 3 to 9 Buildings</i></p>	
<p><b>Natural light</b></p>	
<p>Natural lighting must be provided to all play rooms and the like.</p> <p><i>NCC 2019 Building Code of Australia Part F 4.0 Facilities in Class 3 to 9 Buildings</i></p>	
<p><b>Natural Ventilation</b></p>	
<p>Natural ventilation must be provided by windows, openings, doors and the like.</p> <p><i>NCC 2019 Building Code of Australia Part F4.0 Facilities in Class 3 to 9 Buildings</i></p>	
<p><b>Bottle Preparation Area</b></p>	
<p>(a) Adjoins the indoor area and provides unimpeded access for each group it serves.</p> <p>(b) Shared by no more than two groups.</p> <p>(c) Located so as to enable all parts of the indoor play area to be viewed by carers from that location.</p> <p>(d) Physically separated from any nappy change facilities to prevent cross infection, by a distance of not less than 2m, or by a fixed solid screen extending the full depth of the bench and not less than 1m above the bench top.</p> <p>(e) Provided with a barrier and doors with controls which are unable to be operated by children, to prevent unauthorised access into the area by children.</p> <p>(f) Has a double bowl sink or a single bowl sink and an adult washbasin which –</p> <p>(i) is at a height of at least 850mm but no more than 900mm; and</p> <p>(ii) is supplied with hot and cold water limited to a maximum temperature in accordance with the AS 3500.4.</p> <p>(g) At least 0.81m<sup>2</sup> area of bench space is provided, with an impervious top and a splash back not less than 300mm high, without cracks or crevices, so as to be easily cleanable.</p> <p>(h) A power outlet is provided for a heating appliance for bottles.</p> <p><i>Contained in the building code of various states and territories.</i></p>	



## Annex 13 — Requirements National Quality Standard

Standard		Assessment
<b>Standard 3.1 Design – The design of the facilities is appropriate for the operation of a service.</b>		
3.1.1	Fir for purpose – Outdoor and indoor spaces, buildings, fixtures and fittings are suitable for their purpose, including supporting the access of every child.	
3.1.2	Upkeep – Premises, furniture and equipment are safe, clean and well maintained.	
<b>Standard 3.2 Use – The service environment is inclusive, promotes competence and supports exploration and play-based learning.</b>		
3.2.1	Inclusive environment – Outdoor and indoor spaces are organised and adapted to support every child's participation and to engage every child in quality experiences in both built and natural environments.	
3.2.2	Resources support play-based learning – Resources, materials and equipment allow for multiple uses, are sufficient in number, and enable every child to engage in play-based learning.	
3.2.3	Environmentally responsible – The service cares for the environment and supports children to become environmentally responsible.	

## Annex I4 — Requirements Early Years Learning Framework

Learning Outcome	Assessment
<b>Outcome 1 Children have a strong sense of identity</b>	
Children feel safe and secure.	
Children develop their emerging autonomy, inter-dependence, resilience and sense of agency.	
Children develop knowledgeable and confident self-identities.	
Children learn to interact in relation to others with care, empathy and respect.	
<b>Outcome 2 Children are connected and contribute to their world</b>	
Children develop a sense of belonging to groups and communities and an understanding of the reciprocal rights and responsibilities necessary for active community participation.	
Children respond to diversity with respect.	Informational
Children become aware of fairness.	Informational
Children become socially responsible and show respect for the environment.	
<b>Outcome 3 Children have a strong sense of wellbeing</b>	
Children become strong in their social and emotional wellbeing.	
Children take increasing responsibility for their own health and physical wellbeing.	
<b>Outcome 4 Children are confident and involved learners</b>	
Children develop dispositions for learning such as curiosity, confidence, creativity, commitment, enthusiasm, persistence, imagination and reflexivity.	
Children develop a range of skills and processes such as problem solving, enquiry, experimentation, hypothesising, researching and investigating.	
Children transfer and adapt what they have learned from one context to another.	Informational
Children resource their own learning through connecting with people, place, technologies and natural and processed materials.	
<b>Outcome 5 Children are effective communicators</b>	
Children interact verbally and non-verbally with others for a range of purposes.	
Children engage with a range of texts and gain meaning from these texts.	Informational
Children express ideas and make meaning using a range of media.	
Children begin to understand how symbols and pattern systems work.	Informational
Children use information and communication technologies to access information, investigate ideas and represent their thinking.	



Ordinary Meeting of Council Tuesday 27<sup>th</sup> August 2019

**7.3 Subject:** Hospital Auxiliary Donation Request

**Attachments:** Hospital Auxiliary Letter of Request for Donation *InfoXpert ID: 106406*  
Community Donation Request Form - Hospital Auxiliary *InfoXpert ID: 106407*

**Author:** Community Services Team Leader

**Date:** 7<sup>th</sup> August 2019

---

**Executive Summary:**

The Julia Creek Hospital Auxiliary Inc. has kindly asked a donation from Council to support their ongoing work for the community hospital. As they are nearing completion, the Aux ladies are looking for additional funding to create and beautify the internal closed off area specially constructed for residents suffering from e.g. dementia.

In their letter the ladies request either financial or in-kind contributions. After speaking to them a more concrete request was formulated. The ladies are looking for a one-off \$5,000 donation from Council.

**Recommendation:**

*That Council approve a donation of \$5,000 to the Julia Creek Hospital Auxiliary Inc.*

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**Background:**

The Hospital Auxiliary have taken on the responsibility of beautifying the internal (Dementia/enclosed) area, as well as the gardens on the eastern and northern sides of the new building. We hope to make the garden a place for both serenity, and an area for family and friends of patients and residents to relax and enjoy each other's company.

The North West Hospital and Health Service has very kindly installed a circular path inside an enclosed area as well as a wheelchair accessible path to a pergola on the lawn. The New Pergola has a roof but we need to add two sides for privacy as well as outdoor furniture and a BBQ. The enclosed area is to be suitable for our elderly residents as well as privacy for our Palliative care and Mental Health patients.

We have formed a committee of members, as well as a number of very talented local gardeners, to design and build a garden that the community can be proud of. This of course takes a substantial amount of money to provide the appropriate standard of shade, plants, furniture and watering systems necessary as well as added extra touches.

**Comments:**

Nil



Ordinary Meeting of Council Tuesday 27<sup>th</sup> August 2019

**Consultation:**

- CEO
- Director of Corporate and Community Services

**Legal Implications:**

Nil

**Policy Implications:**

Nil

**Financial and Resource Implications:**

May effect

**InfoXpert Document ID:**

106397

**Julia Creek Hospital Auxilliary Inc**

The Secretary  
P O Box 93  
Julia Creek Q 4823  
Phone: 07 4746 4000  
Fax: 4746 7508



Dear Des,

As we are sure you are aware the new Julia Creek hospital has been completed and the staff and patients have moved over to the new facility.

The Hospital Auxiliary have taken on the responsibility of beautifying the internal (Dementia/enclosed) area, as well as the gardens on the eastern and northern sides of the new building. We hope to make the garden a place for both serenity, and an area for family and friends of patients and residents to relax and enjoy each other's company.

The North West Hospital and Health Service has very kindly installed a circular path inside an enclosed area as well as a wheelchair accessible path to a pergola on the lawn. The New Pergola has a roof but we need to add two sides for privacy as well as outdoor furniture and a BBQ.

The enclosed area is to be suitable for our elderly residents as well as privacy for our Palliative care and Mental Health patients.

We have formed a committee of members, as well as a number of very talented local gardeners, to design and build a garden that the community can be proud of.

This of course takes a substantial amount of money to provide the appropriate standard of shade, plants, furniture and watering systems necessary as well as added extra touches.

We are asking the council if they could kindly donate some funds and/or in-kind support to add to funds already raised by the Auxiliary, to enable us to complete all three areas.

Thank you for considering this request from us, and we await your reply

Yours sincerely

Ira Sollitt  
SECRETARY

McKINLAY SHIRE COUNCIL RECEIVED	
01 AUG 2019	
FILE No. ....	.....
FORWARD TO: .....	.....

*- COUNCIL MEETING  
- GRAG  
- JOHN  
- TERNER*

## McKinlay Shire Council Community Donations Request Form

### Information for Applicants:

Please read the Community Donations Guidelines prior to completing this application. For assistance with your request please contact Community Services Team Leader on [community@mckinlay.qld.gov.au](mailto:community@mckinlay.qld.gov.au) or 07 4746 7166

### 1. ORGANISATION/GROUP DETAILS

Name: JULIA CREEK HOSPITAL AUXILIARY

Contact Person: IRA SOLLITT Position: SECRETARY

Postal Address: PO BOX 93 JULIA CREEK

Ph: \_\_\_\_\_ Mobile 0447717875

Email: ira.sollitt@health.qld.gov.au

What is the primary purpose and main activities of the organisation?

Supply resources to improve the comfort and care of patients of the Julia Creek Hospital, their families and the community

Organisation's ABN: 60 323 221 490

Is your organisation/group registered for GST?  Yes  No

Is the organisation/group not-for-profit?  Yes  No

Did your organisation/group receive a Donation from Council last year?

Yes  No - Amount received \$ \_\_\_\_\_

What type of Donation are you requesting?

Cash - Amount requested \$5,000

In-kind support – please state \_\_\_\_\_

A) How does your community organisation/group support and/or give back to the community?

Donations  Volunteering time  Other

VOLUNTEER OUR TIME FOR CARAVAN PARK DINNERS & DONATE EQUIPMENT & RESOURCES THAT QLD HEALTH DON'T PROVIDE, WE THAT BENEFIT OUR RESIDENTS, FAMILIES, & THE COMMUNITY



B) Briefly describe why you need financial assistance from Council.

We are a not-for-profit committee run by volunteers, but need assistance in purchasing eq

C) Will the donation assist in administration or capacity building? Please elaborate.

The donation will be used to purchase shade, plants, furniture for the dementia clinic + BBQ area

D) Other comments that may assist your application:

**2. DECLARATION:**

This declaration requires the signature of the applicant or representative of the applicant.

I certify that I am authorised by the applicant to prepare and submit this application for McKinlay Shire Council's Community Donation Program. I have read the guidelines relating to the Donation and certify that to the best of my knowledge the information provided in this form is correct and disclose full and accurate information of income, expenditure and activities proposed by the applicant.

I agree to provide Council with any additional information required to assess this application.

I agree to comply with all requirements of the Community Donation Program.

I will acknowledge the support of Council in all relevant promotional and printed material.

Contact name of Responsible Person: IRA SOLLITT

Position within group/organisation: SECRETARY

Address: 1 BURKE ST JULIA CREEK

Ph: \_\_\_\_\_ Mobile: 0447717875

Email: IRA.SOLLITT@HEALTH.QLD.GOV.AU

Signature [Signature] Date: 7-8-19

Witness \_\_\_\_\_ Date: \_\_\_\_\_

### 3. CHECKLIST:

Have you completed ALL sections of the application form?

- 1 – Organisation/Group details
- 2 – Declaration and a signatory has signed and been witnessed

### 4. SUBMIT APPLICATION:

Groups/organisations wishing to request a Council donation for an amount greater than \$1,500.00 must submit their application for consideration prior to the commencement of the financial year for which the organisation requires the donation.

Requests can be submitted by post, email or fax to:

Community Services Team

McKinlay Shire Council

PO Box 177

Julia Creek QLD 4823

E: [community@mckinlay.qld.gov.au](mailto:community@mckinlay.qld.gov.au)

F: 07 47 467 549





**7.4 Subject:** Plan-C Community Plan 2019 - 2026  
**Attachments:** Community Plan Proposal 2019-2026 *InfoXpert ID: 106408*  
**Author:** Community Services Team Leader  
**Date:** 8<sup>th</sup> August 2019

---

**Executive Summary:**

Council is presented with the final version of the Plan-C *McKinlay Shire Community Plan 2019 – 2026* plan.

The *Plan* is the result of over 150 individual and group feedback sessions regarding priorities, needs, desires and ways forward from the Shire community. The *Plan's* vision "A sustainable community" is comprised of four goals: Government & Administration; Environment & Country; Social & Community; Economy & Infrastructure. For each of these goals, Plan-C developed multiple strategies to be delivered in the coming years.

**Recommendation:**

*That Council receives the final version of the McKinlay Shire Community Plan 2019 - 2026 and That Council resolves to adopt the Plan.*

---

**Background:**

The McKinlay Shire Community Plan 2019-2026 is the follow up document to the 2010-2020 Plan. The goals described in the 2010-2020 Plan have been completed and therefore a revised, reinvigorated plan was desired.

The funding for this 2019-2026 Plan comes from the Federal Grant Funding – Building Better Regions Round 4 – Community Stream – and aims at providing a road map for Council and the local community to continue to develop community services and assets. Plan-C is the consultant who worked on the 2010 plan, and this plan, too.

The Plan has "A Sustainable Community" as the vision and therefore has a focus on the 4 pillars of sustainability: Government & Administration; Environment & Country; Social & Community; Economy & Infrastructure. The Plan provides Shire-wide and township-specific strategies and recommendations on each of these four goals. As may be expected from a Community Plan, the strategies and goals are based on community feedback sessions. Feedback was obtained via group and individual meetings, face-to-face and via internet or phone. A fair representation of the Shire's population has responded and the strategies fairly reflect the portrayed needs, priorities and opportunities.

The Plan has been reviewed by Council Staff prior to going to Council.

**Comments:**

Nil



Ordinary Meeting of Council Tuesday 27<sup>th</sup> August 2019

**Consultation:**

Plan C  
Director of Corporate and Community Services

**Legislative:**

Nil

**Policy Implications:**

Nil

**Financial and Resource Implications:**

Nil

**InfoXpert Document ID:**

106398

# McKinlay Shire Community Plan 2019-2026

FINAL VERSION



## Version Control

Version	Date	Org.	Personnel	Notes
1	25/06/2019	Plan C	Scott Shearer	First draft
1.1	28/06/19	Plan C	Jim Gleeson	Review
2	22/07/2019	Plan C	Scott Shearer	Updated based on MSC feedback
3.	26/07/19	Plan C	Jim Gleeson	FINAL VERSION
4.	08/08/19	Plan C	Scott Shearer	Updated based on MSC feedback

Cover photo: Dirt n Dust Windmill, Lions Park, Julia Creek

Source: Plan C

Prepared by:



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[jim@planc.com.au](mailto:jim@planc.com.au) : [www.planc.com.au](http://www.planc.com.au)

For:



Project:

Community Plan 2019-2026

## Acronyms

- ABS - Australian Bureau of Statistics
- ACES - Advancing Clean Energy Schools
- ADF - Australian Defence Force
- ERP - Estimated Resident Population
- FIFO - Fly-In-Fly-Out
- GCBF - Gambling Community Benefit Fund
- LGA - Local Government Area
- NRM - Natural Resource Management
- QCWA - Queensland Country Women's Association
- SEIFA - Socio-Economic Indexes for Areas
- SES - State Emergency Service
- SIMP - Social Impact Management Plan

## Acknowledgements

A special thank you to everyone involved for your generous time in participating in providing input to the McKinlay Shire Community Plan (2019-2026).

### Organisations:

- Allied Health James Cook University
- Catholic Church
- Crafty Old School House
- Dirt and Dust
- Fire Fighters
- Julia Creek Campdraft
- Julia Creek Combined Sporting Association
- Julia Creek Sporting Shooters
- Julia Creek Historical Society
- Julia Creek Queensland Country Women's Association
- Julia Creek State School
- Julia Creek Amateur Swimming Club
- Julia Creek Turf Club
- Kids of the Creek Inc
- Kynuna Rodeo & Sporting Association Inc
- Lions Ladies
- McKinlay QCWA
- McKinlay Enhancement Group
- McKinlay Race Club
- Nelia QCWA
- Nelia Small Community Enhancement Group
- North and West Remote Health
- North West Sub Chamber
- QCWA NW Division
- Queensland Chamber of Agriculture Society Inc. Central
- Richmond Campdraft
- Saxby Roundup
- Sedan Dip Sports & Recreation Inc.
- Winton Campdraft

### Individuals:

- Amanda Shadley
- Amanda Stevens
- Cat Simmons
- Catherine Woodhouse
- Christine Standley
- Christopher Roberts
- Daniel Maynard
- Dudley Harrington
- Duncan Fysh
- Eddie Maxwell
- Edwina Hick
- Ellen Warner
- Emma Daniels
- Erika Finnila
- Evan Acton
- Frank Wust
- Georgina Westlund
- Graham Ferguson
- Hesley Hattey
- Jackie Elderfield
- Jade Lyons
- Jaime Mills
- Jody Davis
- John Kyle
- Judy Fysh
- Karen Thorne
- Kathryn Fels
- Ken Jackson
- Kira Orton
- Layla Bailey
- Linda Zoglauen
- Lindsay Malone
- Lisa Dolgens
- Luke McNeven
- Luke Wylde
- Lyndell Crawford
- Maureen Read
- Meg Bailey
- Neil William Zoglauer
- Nicole Monis
- Pain Cusack
- Pat Young
- Peter Hayden
- Phillip Alexander
- Raelene Schmitke
- Robert Hick

- Roger Schmitke
- Sharon Maxwell
- Stephen Malone

- Tom Scholes
- Trevor Fegan
- Wyatt Daley Hall



Scott Shearer (Plan C) engaging with Julia Creek Campdraft attendees

Source: Plan C

McKinlay Shire Council thank the Commonwealth Government for contributing to the McKinlay Community Plan via the *Building Better Regions Fund – Community Investment Stream*.

## Message from the Mayor



Plan C

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## Executive Summary

The purpose of the *McKinlay Shire Community Plan* is to guide planning for, and delivery of, community needs, aspirations and opportunities for the McKinlay Shire over the next seven years (2019 to 2026), focussing on the four pillars of sustainability – Governance and Administration, Environment and Country, Social and Community, Economy and Infrastructure.

The *Plan* provides Shire-wide recommendations, in addition to specific recommendations for each township – Julia Creek, Kynuna, McKinlay and Nelia.

Following is a summary of the Community Plan priority initiatives considered critical to the overall success of the *Plan*, and the vision and key strategies.

### Priority projects and actions:

1. Council adopts the McKinlay Shire Community Plan and allocates tasks, roles and resources for implementation
2. Council keeps the community updated on, and involved in, delivery of the Community Plan
3. Develop and enact partnerships and agreements between the proposed Multicom Resources St Elmo Mine and McKinlay Shire Council that spell out expectations and incentives to support the local economy and community
4. Continue to focus on economic development and explore (temporary) employment of, or outsourcing, an Economic Development Officer
5. Continue to expand and diversify tourism
6. Consider ongoing township beautifications and improvements in all towns
7. Ongoing upgrades and improvements to roads
8. Community wellbeing and allied and mental health support
9. A hub to cater for children's and parent's needs.

The table on the following page provides a summary of the 2934 strategies that comprise this plan and their relationship to the key areas of sustainability.

**Comment [JVDM1]:** Children's and parents' needs?



Road train on Landsborough Hwy

Source: Plan C

Vision: A Sustainable Community			
Governance and Administration	Environment and Country	Social and Community	Economy and Infrastructure
<ul style="list-style-type: none"> <li>• <b>Strategy 1:</b> McKinlay Shire Council to continue to provide quality services and management of the Shire</li> <li>• <b>Strategy 2:</b> Support building capacity of community organisations</li> <li>• <b>Strategy 3:</b> Stakeholder and community engagement</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Strategy 4:</b> Explore viable and feasible opportunities to reduce proportion of waste going to landfill</li> <li>• <b>Strategy 5:</b> Continue to deliver adequate pest animal and plant control strategies</li> <li>• <b>Strategy 6:</b> Increase environmental management</li> <li>• <b>Strategy 7:</b> Identify heritage buildings and explore ways to preserve them</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Strategy 8:</b> Community wellbeing and remote health support</li> <li>• <b>Strategy 9:</b> Improve first aid and fire response capabilities</li> <li>• <b>Strategy 10:</b> Sustainable development of community events and activities</li> <li>• <b>Strategy 11:</b> Plan, design and develop the proposed Early Years Hub</li> <li>• <b>Strategy 12:</b> Explore School of the Air for students in year 7 to 10</li> <li>• <b>Strategy 13:</b> Activation of community facilities</li> <li>• <b>Strategy 14:</b> Julia Creek Library to further expand services and cater for all age groups</li> <li>• <b>Strategy 15:</b> Explore request for BMX/bike track from school students</li> <li>• <b>Strategy 16:</b> Explore opportunities to reinvigorate Kynuna Rodeo Grounds and events</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Strategy 17:</b> Continued focus on economic development</li> <li>• <b>Strategy 18:</b> Shire-wide tourism development</li> <li>• <b>Strategy 19:</b> Maintain and improve road network</li> <li>• <b>Strategy 20:</b> Improved access to water for agricultural practices</li> <li>• <b>Strategy 21:</b> Shop local campaign</li> <li>• <b>Strategy 22:</b> Develop a comprehensive skills, services and business register</li> <li>• <b>Strategy 23:</b> Capitalise on opportunities for Australian Defence Force to stay and train in McKinlay Shire</li> <li>• <b>Strategy 24:</b> Shire-wide beautification and improvements</li> <li>• <b>Strategy 25:</b> Address maintenance issues of public assets</li> <li>• <b>Strategy 26:</b> Work with the Multicom St Elmo Mine development proposal</li> <li>• <b>Strategy 27:</b> Deliver Smart Hub</li> <li>• <b>Strategy 28:</b> Explore opportunities for housing development</li> <li>• <b>Strategy 29:</b> Improve access to and visitor experience of Combo Waterhole</li> </ul>

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# 1 Introduction

## 1.1. Purpose

The purpose of the Community Plan is to guide planning for, and delivery of, community needs, aspirations and opportunities for the McKinlay Shire over the next seven years (2019 to 2026), focussing on the four pillars of sustainability – Governance and Administration, Environment and Country, Social and Community, Economy and Infrastructure.

## 1.2. Project background

McKinlay Shire Council (Council) secured funding through the Commonwealth Government's Building Better Regions Fund – Community Investment Stream, to develop a new seven-year Community Plan. The *Plan* will guide Council's delivery of community driven improvements to the Shire and builds upon the foundations set in the previous plan with a focus on 'sustainability'.

## 1.3. Flooding Natural Disaster

Extensive flooding in early 2019 devastated large parts of the Shire, resulting in extensive stock losses and damage to property, road and rail infrastructure. Repair to infrastructure, cattle re-stocking and community recovery is a continued, current focus for many.

McKinlay Shire is a strong and resilient community who have worked together, in families and individually, to recover from this disaster. Strong levels of volunteering and the efforts of McKinlay Shire Council, State and Federal Government, and broader community support, has provided assistance, but the journey to recovery is expected to continue for some time for many of the Shire's residents.

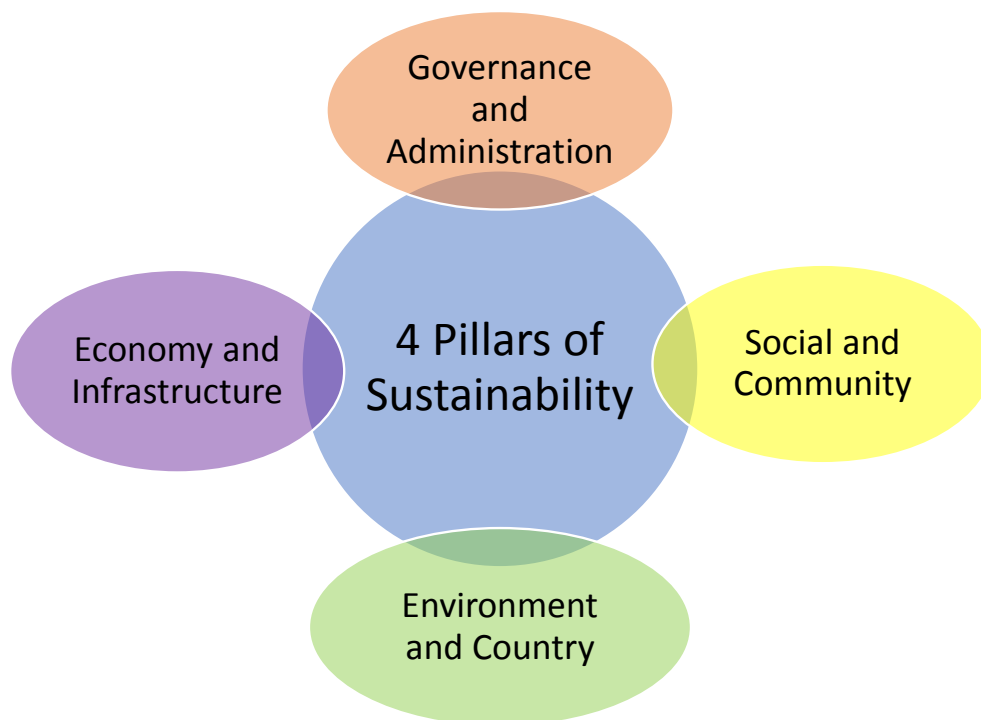
## 1.4. Planning Framework, Methodology and Approaches

The following planning frameworks, methodology and approaches were used to inform development of the McKinlay Community Plan.

The research and engagement approaches were guided by an adaptation of the Oregon Community Planning model:

- Where are we now? (Current Reality)
- Where do we want to be? (Desired Future)
- How do we get there? (Action Planning)
- Are we getting there? (Implementation and Monitoring)

In addition, research and engagement data was analysed and aligned against the four pillars of sustainability (see Figure 1).



**Figure 1:** Four Pillars of Sustainability

The following approaches in Table 1 were undertaken to inform the Community Plan.

**Table 1:** Methodology and approaches

Activity	Description
Site visit, project assessments and background research	
Study site tour and analysis	Conducted tour of sites and assessed existing infrastructure.
Background Document Review	Reviewed council, regional, state reports, and other relevant documents, such as Multicom Resources St Elmo Mine Factsheet. The review also involved looking at current trends in tourism development and identification of 'game-changers'.
Community Profiles	Targeted desk-based research to identify the community profile of the Shire and each of the towns within it, which included: <ul style="list-style-type: none"> <li>▪ Site Analysis</li> <li>▪ Demographic Profile</li> <li>▪ Audit of existing community facilities, organisations and activation programs</li> </ul>

Activity	Description
Media Review	A media review was conducted to build on existing knowledge of current issues/tensions within the Region.
Preliminary Development and Project Assessments	Assessment of high-level development and project opportunities.
Stakeholder and Community Consultation	
Council workshops	Two workshops were undertaken with Council. The first workshop was to understand where McKinlay Shire is now, where its people want to be and how to get there and seek input into engagement approach. The second workshop involved presenting the draft Community Plan Framework to Council for comment prior to development of the <i>Plan</i> and seeking community feedback.
Online/hardcopy survey	<p>A draft Online Survey was developed, which sought to understand community members' perception for the following:</p> <ul style="list-style-type: none"> <li>▪ "Where are we now?" - identify the existing needs of the community, potential gaps, opportunities and constraints</li> <li>▪ "Where do we want to be" – identify the future vision across a range of areas – community, economy, culture, environment, recreation, lifestyle etc;</li> </ul> <p>The survey was hosted by the website 'survey monkey' and a link to the survey included in Facebook notifications. It was also available in hardcopy.</p> <p>The survey sought to understand community perceptions in preparation for the workshops and will give the community a chance to start developing their thoughts about the vision they want for the McKinlay Region.</p>
Community engagement activities	<p>Two rounds of community engagement activities were undertaken. The first round involved workshops at Julia Creek, McKinlay and Kynuna, to understand:</p> <ul style="list-style-type: none"> <li>▪ ideas, issues and concerns</li> <li>▪ strengths, weaknesses, opportunities and threats across the quadruple bottom lines of sustainability</li> <li>▪ economic opportunities for the region</li> <li>▪ how to meet the needs of diverse groups</li> <li>▪ building capacity and relationships between key stakeholders and the community</li> <li>▪ identifying community leaders who can be engaged to champion future projects</li> <li>▪ spatial mapping of issues and opportunities</li> <li>▪ game changers</li> <li>▪ priorities and next steps</li> </ul> <p>The second round of engagement activities were undertaken at Julia Creek and Kynuna to present the draft strategies and actions for</p>

Activity	Description
	comment. Previous participants that expressed interested in being updated but couldn't attend engagement activities, were emailed an online survey to provide feedback.
Phone interviews	Phone interviews were conducted with identified key stakeholders to identify some of the needs of the community, potential gaps and future needs; identify issues, constraints and opportunities for strategic community planning in the Region; and identify other stakeholders.
Community Plan Framework and Report	
Draft Community Plan Framework	A draft Community Plan Framework was prepared, highlighting strategies and actions for comment.
Community Plan	Developed vision, goals, priorities, strategies and actions, priorities, timeframe, partners and council's role.  Present Community Plan to council for comment and update prior to submitting final <i>Plan</i> .

## 1.5. Community and Stakeholder Engagement

Over 150 stakeholders, residents and visitors participated in the *Plan* engagement activities. Based on the 2017 Australian Bureau of Statistics data<sup>1</sup>, approximately 19% of the McKinlay Shire population provided input into the Community Plan. Following is the estimated number and percent of participants from Julia Creek, Kynuna, McKinlay and Nelia:

- Julia Creek – 80 participants (19%)
- Kynuna – 9 (16%)
- McKinlay – 8 (4%)
- Nelia – 2 (40%)

A summary of engagement activities and participants is outlined below in Table 2.

**Table 2:** Engagement activity summary

Engagement activity	When	Where	Number of participants
Councillor workshops	2 April 2019	Civic Centre	6
Julia Creek State School student ideas session	2 April 2019	Julia Creek State School	22
Online and hardcopy survey	4 May to 27 May 2019	-	101

<sup>1</sup> Australian Bureau of Statistics, 2019, ERP by LGA 2001 to 2017



Engagement activity	When	Where	Number of participants
Community idea sessions/activities #1	16 May 2019	Blue Heeler Pub, Kynuna	6
		McKinlay CWA	6
	17 May 2019	Julia Creek Library drop in	4
		Julia Creek Campdraft	60
Telephone interview with Mayor and others	20 May to 17 June 2019	-	12
Meeting with the CEO and Executive Director of Multicom Resources Pty Ltd.	16 April 2019	Multicom Resources office, Brisbane	2
Community idea sessions/activities #2	4 June 2019	Julia Creek Library	5
	5 June 2019	Blue Heeler Pub, Kynuna	8
Councillor Community Plan Framework presentation	4 June 2019	Civic Centre	8
Emailed survey to participants that could not make idea sessions for feedback on draft strategies and actions	7 June 2019	Email	36

## 1.6. Community Plan 2010-2020

Plan C and Verge developed the *Community and Infrastructure Plan* for McKinlay Shire in 2010. The plan was intended to last the community for 10 years. However, Council had achieved most of the goals and strategies identified in the 2010-2020 Community Plan by 2018 and sought to develop a new plan to set the way for the next seven (7) years in 2019.

Ten (10) priority projects were identified in the previous Community Plan, and the majority of these have been substantively implemented.

### Community Plan 2010-2020 Priorities

1. Council adopts the McKinlay Shire Community Plan and Infrastructure Plan and allocate tasks, roles and resources for implementation.
2. Develop and enact partnerships and agreements between existing and new mines, energy companies and McKinlay Shire community that spell out expectations and incentives to support the local economy and the community, including:
  - Employing locals,
  - Buying products locally (where possible),
  - Providing incentives to locate existing workers within the McKinlay Shire community and avoid FIFO where possible (this may be most appealing to workers with young families that are keen to raise children in a great country town that offers a wide range of benefits to children)

- Provide training programs for local people enabling a larger number of the community to work for the mines
  - Ongoing commitments to providing community grants for key infrastructure projects and other programs that support the community plan e.g. artesian baths attraction capital grant.
3. Commence and complete the Julia Creek Walking Trails Project.
  4. Implement the gateways and 'wayfinding strategy' recommendations of the Infrastructure Plan.
  5. Ongoing upgrades and improvements to roads.
  6. Complete the land subdivision project at Julia Creek.
  7. Develop new housing.
  8. Progress development of the caravan park and parkland upgrade and Artesian Baths Facility development at Julia Creek.
  9. Prepare and adopt an Economic Development Strategy and Community Services and Facilities Needs Assessment.
  10. Commence and continue ongoing work and incentives to retain young people in the Shire. In particular, lobby the State Government to reopen High School, which closed on 31 December 1995.

## 1.7. Community Plan 2019-2026

This *Plan* builds upon the foundations set via implementation of the last plan, however its focus is on 'sustainability' – sustaining our infrastructure but planning for new improvements and amenities; sustaining towns by advocating for the establishment or local working groups that partner with Council to deliver local outcomes; sustaining our people by having the support structures in place; and, sustaining jobs and business via effective partnerships and local business establishment and support.

## 1.8. How to use this plan

The following outlines the structure of and how to use the Community Plan. See Figure 2 for graphical overview of the Community Plan structure.

Section 2: *About McKinlay Shire and Townships* provides a descriptive demographic overview of the Shire and Julia Creek, Kynuna, McKinlay, and Nelia.

Section 3: *Where do we want to be? Vision for McKinlay* introduces the vision and associated mission statements.

Section 4: *Goals, Challenges and Opportunities* goes on to present the *Community Plan* goals framed by the four pillars of sustainability, challenges for McKinlay Shire

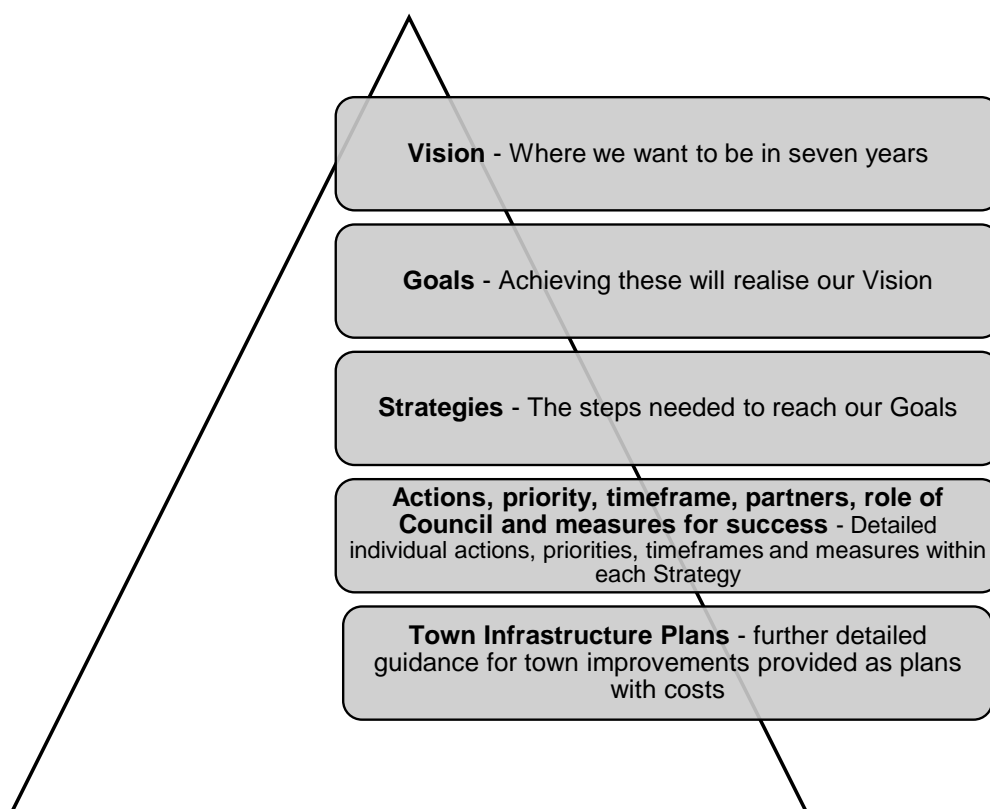
Council, and strengths and opportunities the Shire can build on over the next seven years.

Section 5: *Community Plan Strategies* outlines the strategies to achieve the four goals presented in Section 4. This section also highlights where the Shire is now, where the Shire want to be, and how the Shire will get there organised by the four pillars of sustainability.

Section 6: *Priorities, Actions and Implementation Measures* begins by listing the nine priority initiatives and implementation measures critical to the success of the *Plan*. Following, this section presents supporting strategies, audits, assessments and plans to support implementation of the *Plan*. Next, this section introduces the governance model to guide and support implementation of the *Plan*. Finally, the actions plans are presented. The action plans are organised by the four pillars of sustainability and include strategies and relevant actions, priority, timeframe, partners and role of council and measures for success.

Town mapping and plans have been prepared for each of the four towns and are included to provide further guidance on a mapped base. A separate volume of maps in a larger version have been provided to support implementation of this *Plan*.

**Figure 2:** Community Plan Overview



## 2 About McKinlay Shire and Townships

### 2.1. McKinlay Shire

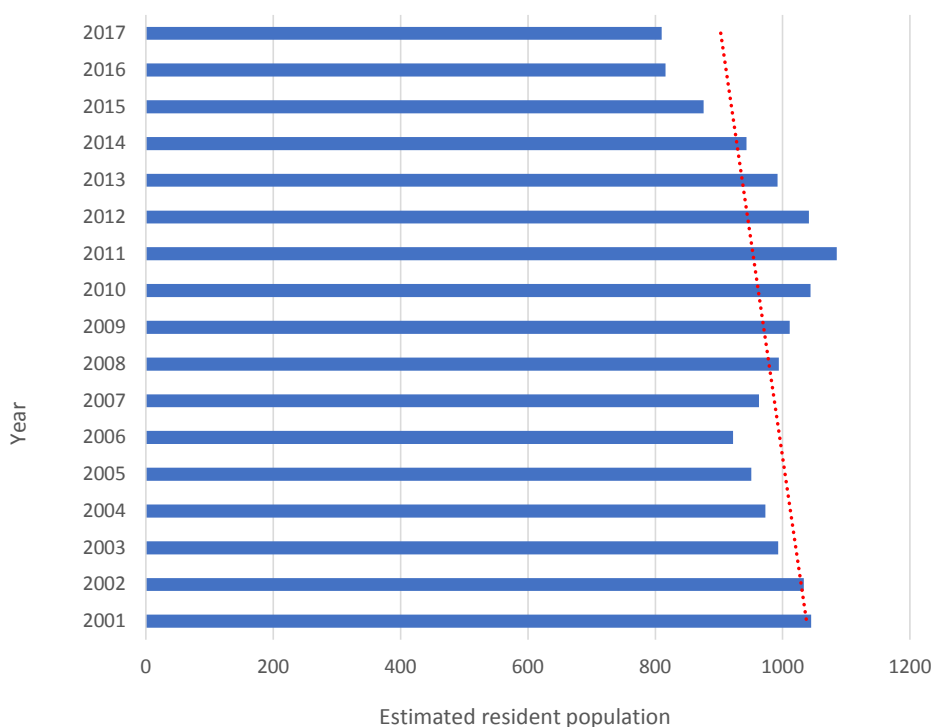
McKinlay Shire is a local government area in North-Western Queensland.

As of 30 June 2017, McKinlay Shire had an estimated resident population of 810 persons. It is important to note that McKinlay Shire has experienced a wave of population increase and decline since 2001, with population peaking in 2011 at 1,085 persons, as seen in Figure 3. McKinlay Shire is facing concerns of population decline as well as an ageing population with a median age of 41 years, notably higher than the Queensland median age of 37 years.

Agriculture, Public Administration and Metal Ore Mining are the main industries in the McKinlay region with Agriculture occupying almost 40% of the division. The proposed Vanadium Mine at Saint Elmo offers the McKinlay Shire an opportunity to attract a population to the area which may mitigate population decline and lead to a population growth and economic opportunities for workers and associated services.

McKinlay Shire is comprised of townships including; Julia Creek, Kynuna, McKinlay, and Nelia, below is an overview of each area.

**Figure 3:** Estimated resident population growth, McKinlay LGA, 2001 to 2017



Source: Australian Bureau of Statistics, 2019, ERP by LGA 2001 to 2017

## 2.2. Julia Creek

Julia Creek is the primary economic and social centre of McKinlay Shire with a population of 421<sup>2</sup>. The Overlander's Way passes through Julia Creek<sup>3</sup>.

Julia Creek represents the activity center of the Shire providing the primary social and community facilities and infrastructure. Facilities including the Julia Creek Civic Centre, Julia Creek Indoor Sports Centre and the Nerida Currin Skate park and Peter Dawes Park, not only service the population but also attract people to live in Julia Creek.

The provision of additional housing has been raised as a need for residents as more people are drawn to living in Julia Creek.

*'Lovely town with great opportunities for young kids and families, plenty of work if you are willing to work.'* (Questionnaire respondent)



*Burke Street, Julia Creek*

Source: Aussie Towns, Julia Creek, Qld

<sup>2</sup> Queensland Government Statistician's Office, 2019, Estimated resident population (a) by urban centre and locality (b), Queensland, 2008 to 2018p

<sup>3</sup> A State Strategic Touring route as designated by the Queensland Government.

### 2.3. Kynuna

Kynuna is a small town surrounded by cattle stations with 55 residents (2016)<sup>4</sup>. The township is characterised by the famous Blue Heeler Hotel and Pub, which, along with the Kynuna Roadhouse, benefits from tourists and truck drivers travelling along the Landsborough Highway.

Amenity improvements in Kynuna and improved physical and cultural links to the Combo Waterhole will help capitalise on the opportunities the town has to offer.

*'Incredibly fun and tough in equal measures. More social than anywhere else I've lived if you make the effort to go do things.'* (Questionnaire respondent)



*The Blue Heeler Hotel & Pub and Hulbert Street/Landsborough Hwy*

Source: Queensland Country Life

### 2.4. McKinlay

The town of McKinlay located approximately 115km from Julia Creek via the Flinders Highway and Gilliat-McKinlay Road, has a population of 178 (2016)<sup>5</sup>.

The Crafty Old School House is a community facility in McKinlay that residents can hire for meetings and activities and includes a kitchenette.

McKinlay, similar to Kynuna, is connected by the Landsborough Highway with the main attraction being the Walkabout Creek Hotel, which featured in the first *Crocodile Dundee* movie. Additionally, the McKinlay Roadhouse services travelers driving along the Landsborough Highway making McKinlay a tourist destination.

<sup>4</sup> Australian Bureau of Statistics, 2018, 2016 Census QuickStats, Kynuna.

<sup>5</sup> Australian Bureau of Statistics, 2018, 2016 Census QuickStats, McKinlay.

*'It is hot, there are a lot of flies and there is always wind but it is the best place in the WORLD if you ask me.'* (Questionnaire respondent)



*Centenary Park, McKinlay*

Source: Plan C

## **2.5. Nelia**

Nelia is the smallest town consisting of a population of approximately five people<sup>6</sup> located 50km east from Julia Creek.

It is located along the Flinders Highway and is home to the Nelia branch of the Queensland Country Women's Association that provides a meeting place for families in the community.

The Punchbowl Waterhole, along the Flinders River, is a local attraction renowned for its fishing, swimming and picnicking amenities.

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<sup>6</sup> Outback Queensland Website

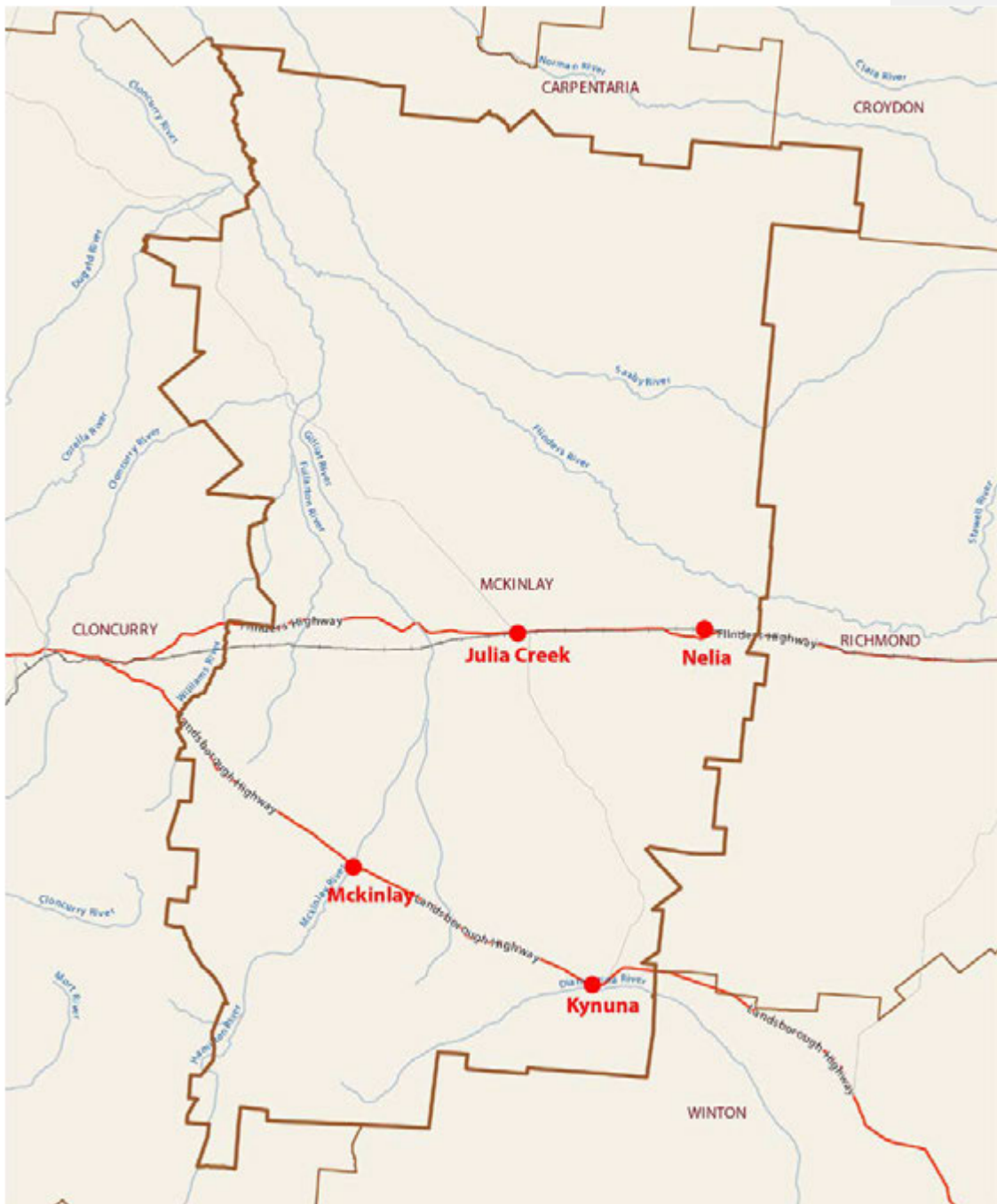




*Brolga Family Sculpture*

Source: dkshopgirl, 2012





**Figure 4:** Map of McKinlay Shire and townships

Source: Adapted from the Queensland Government Department of Local Government and Planning, 2011



### 3 Where do we want to be? Vision for McKinlay Shire

Vision: A sustainable community

*Retaining the population and attracting young families is critical to the ongoing social, environmental and economic sustainability of the region. The community expressed a desire to maintain the friendly, family-oriented, and close-knit nature of the Shire while overcoming challenges inherent to living in a remote community.*

*McKinlay Shire Council acknowledged it is important that existing agriculture, tourism and mining industries are maintained, expanded and diversified, including establishment of the proposed St Elmo Mine, to create new business and employment opportunities.*

*Community facilities, infrastructure, services and events are maintained, improved and activated, and gaps in provision across the Shire are addressed to advance overall quality of life for the community.*

*As pointed out by a questionnaire respondent, 'People are the [shire's] best asset', therefore ongoing support for community involvement and participation is fundamentally important to sustainability of the region.*

## 4 Goals, Challenges and Opportunities

### 4.1. Goals

The following set of goals is a direct response to community engagement and research outcomes and set clear directions for the Community Plan (see Figure 5). The goals are framed by the four pillars of sustainability:

- 1) Governance and Administration
- 2) Social and Community
- 3) Environment and Country
- 4) Economy and Infrastructure

A common thread in the achievement of these goals, as outlined in the vision statement, is a sustainable community – now and into the future. These goals are

interrelated therefore cannot be achieved in isolation – they rely on the success of each other.

Achieving all these goals requires coordination, collaboration and ongoing monitoring and evaluation of strategies and actions.

**Figure 5:** Community Plan Goals

**Governance and Administration** – maintain and improve provision of quality services and management of the Shire, and an active, engaged and connected community.

**Environment and Country** – create a sustainable environment by focusing on the Shire’s built and natural environments, supporting infrastructure and programs to mitigate negative environmental impacts.

**Social and Community** – maintain and improve the health, wellbeing and social quality of life.

**Economy and Infrastructure** – maintain and increase economic productivity and standard of living through retaining population, support new business development and employment opportunities and effective partnerships with new industries.

A comprehensive set of strategies and actions have been developed for each goal to guide the Shire over the next seven (7) years and beyond (refer to Section 6).

## 4.2. Challenges

Various, immediate and longer-term challenges for McKinlay Shire were identified from the community engagement and research outcomes. The following list is a summary of high-level challenges the Shire faces over the next seven years.

- **Retaining population.** While the McKinlay Shire has experienced a wave of population increase and decline since 2001, overall, the population has declined<sup>7</sup>!
- Maintaining, expanding and diversifying **industry and employment opportunities.**
- **Lack of childcare and after school care.** Consequently, this negatively impacts family’s ability to earn more money, the shire’s economy and businesses as a result of a restricted labour force and spending potential.
- The eminent threat of **natural disaster** and the effects on the community. The continued **drought and 2019 flood** have had immediate and longer term economic, social, health and environmental impacts for the Shire.
- **Transport** across the region is affected by access to alternative modes of transport, impact of wet weather conditions, variability of road network

<sup>7</sup> Australian Bureau of Statistics, 2019, ERP by LGA 2001 to 2017

standards, underuse of existing infrastructure, and growth in self-drive tourism<sup>8</sup>.

- Access to **allied health services**. While prevalence of mental illness in rural and remote Australia is similar to major cities, access to mental health services is more limited<sup>9</sup>. However, given the drought and 2019 flood, the immediate and longer-term mental health issues may be exacerbated. As a remote Shire, residents are reliant on visiting health services.

### 4.3. Strengths and Opportunities

The Shire has many strengths and opportunities identified from the community engagement and research outcomes. The following list is a summary of high-level strengths and opportunities the Shire can build on over the next seven years:

- The **proactive nature, strategic approach and financial position of McKinlay Shire Council** places the Shire in a great position to capitalise on opportunities.
- **Community events** – brings community together, attracts visitors and is positive for the regional economy.
- Strong **community spirit and involvement**. In 2016, more than a third of the population undertook voluntary work<sup>10</sup> and almost 40% of questionnaire respondents represent one or more community organisation(s).
- The **St Elmo Mine** will be a game-changer for Julia Creek and McKinlay Shire if it proceeds. The mine has the potential to retain and grow the population, provide employment and economic opportunities, and explore innovative approaches for water harvesting, storage and land management.
- The McKinlay Shire overall has an **adequate supply of community facilities, infrastructure and services**.
- The McKinlay Shire **Tourism Plan** identified a potential to grow tourism through various tourism strategies and actions.



Julia Creek Water Tower

Source: Plan C

<sup>8</sup> North West Queensland Draft Regional Transport Plan 2018

<sup>9</sup> National Rural Health Alliance Inc. 2017

<sup>10</sup> Australian Bureau of Statistics, Census of Population and Housing, 2016

## 5 Community Plan Strategies

The following table outlines the goals and associated strategies to achieve these goals.

Goal	Strategies
<b>Governance and Administration</b> – maintain and improve provision of quality services and management of the Shire, and an active, engaged and connected community.	<b>Strategy 1:</b> McKinlay Shire Council to continue to provide quality services and management of the Shire
	<b>Strategy 2:</b> Support building capacity of community organisations
	<b>Strategy 3:</b> Stakeholder and community engagement
<b>Environment and Country</b> – create a sustainable environment by focusing on the shire's built and natural environments and supporting infrastructure	<b>Strategy 4:</b> Explore viable and feasible opportunities to reduce proportion of waste going to landfill
	<b>Strategy 5:</b> Continue to deliver adequate pest animal and plant control strategies
	<b>Strategy 6:</b> Increase environmental management
	<b>Strategy 7:</b> Identify heritage buildings and explore ways to preserve them
<b>Social and Community</b> – maintain and improve the health, wellbeing and social quality of life	<b>Strategy 8:</b> Community wellbeing and remote health support
	<b>Strategy 9:</b> Improve first aid and fire response capabilities
	<b>Strategy 10:</b> Sustainable development of community events and activities
	<b>Strategy 11:</b> Plan, design and develop the proposed Early Years Hub
	<b>Strategy 12:</b> Explore School of the Air for students in year 7 to 10
	<b>Strategy 13:</b> Activation of community facilities
	<b>Strategy 14:</b> Julia Creek Library to further expand services and cater for all age groups
	<b>Strategy 15:</b> Explore request for BMX/bike track from school students
	<b>Strategy 16:</b> Explore opportunities to reinvigorate Kynuna Rodeo Grounds and events

Goal	Strategies
<b>Economy and Infrastructure</b> – maintain and increase economic productivity and standard of living through retaining population, creating employment opportunities and diversifying and strengthening industries	<b>Strategy 17:</b> Continued focus on economic development
	<b>Strategy 18:</b> Shire-wide tourism development
	<b>Strategy 19:</b> Maintain and improve road network
	<b>Strategy 20:</b> Improved access to water for agricultural practices
	<b>Strategy 21:</b> Shop local campaign
	<b>Strategy 22:</b> Develop a comprehensive skills, services and business register
	<b>Strategy 23:</b> Capitalise on opportunity for Australian Defence Force to stay and train in McKinlay Shire
	<b>Strategy 24:</b> Shire-wide beautification and improvements
	<b>Strategy 25:</b> Address maintenance issues of public assets
	<b>Strategy 26:</b> Work with the Multicom St Elmo Mine development proposal
<b>Strategy 27:</b> Deliver Smart Hub	
<b>Strategy 28:</b> Explore opportunities for housing development	
<b>Strategy 29:</b> Improve access to and visitor experience of Combo Waterhole	

## 5.1. Governance and Administration

### Where are we now?

McKinlay Shire Council is generally applauded by the community for its good governance of current and past projects and programs within its jurisdiction. The community has also praised the McKinlay Shire council for being proactive in delivering outcomes for the Shire. When asked, 'In your opinion, how well is McKinlay Shire Council managing McKinlay Shire?', 72% of survey respondents stated *very well* or *well*.

Limited population numbers mean that Council and the community need to take advantage of any benefits that can be sought through partnerships and strong relationships with service providers and local industry with access to opportunities that may go towards meeting the needs of the community.

From here, the community and Council should continue to take advantage of the opportunities that lie within the Shire and fostering relationships that create mutual benefits. This can be achieved through ongoing consultation with the community and key stakeholders.

### Where do we want to be?

*McKinlay Shire Council Corporate Plan 2016-2021* aims to maintain a good governance framework that incorporates the elements of effective democratic representation, integrity and strong inclusive leadership with strategic orientation that fosters ongoing collaborative partnerships with community, industry and government stakeholders to produce an effective and sustainable organisation.

*McKinlay Shire Community Plan 2010-2020* proposed the following strategies, which remain relevant:

- A Shire that prospers through partnerships and good governance
- Develop and maintain effective partnerships between Council, the community and industry commitments from partners

Stakeholder and community engagement and research outcomes identified:

- McKinlay Shire Council to continue to provide quality services and management of shire
- Build capacity of community organisations
- Provide ongoing and regular stakeholder and community engagement

### How do we get there?

- Council continues to provide professional, efficient and responsive services that meet community needs
- Support community organisations to build their capacity, be more sustainable, manage projects, apply for funding and collaborate with Council and other organisations



- McKinlay Shire Council continue providing services and financial support to community organisations for community development and welfare purposes
- Provide regular and ongoing involvement and updates for all interested in and affected by council projects
- McKinlay Shire Council to actively engage and consult the community regarding Council projects
- Kynuna residents to establish an association
- McKinlay residents to reinvigorate their association
- Continue to support community groups and organisations



Stone-pitched overshoot, Combo Waterhole

Source: Plan C



## 5.2. Environment and Country

### Where are we now?

The McKinlay Shire Council continues to maintain over 1,000 kilometers of the State Government's primary, secondary roads and minor or unused stock routes along with numerous stock and water reserves throughout the shire on behalf of the State Government.

Council manages the control of pest animal and plants in the Shire with two rounds of baiting being delivered during the 2018/19 financial year. McKinlay Shire has a total protected area of 0.2 km<sup>2</sup> (National Park).

Extreme weather events have had long term impacts on the McKinlay Shire with the region being subject to both severe flooding and drought events. This climatic variation has resulted in a suite of economic, environmental and social impacts on the population.

### Where do we want to be?

The *McKinlay Shire Council Corporate Plan 2016-2021* aims to ensure the natural and rural environment is maintained and developed to support existing and future lifestyles, where the community shares responsibility of environmental sustainability.

The 2010-2020 McKinlay Shire Community Plan outlined the following strategies to achieve environmental goals, which remain relevant:

- Become a frontrunner in sustainable agriculture and green energy production
- Improve environmental management
- Improve water, waste and refuse management

Stakeholder and community engagement and research outcomes identified a strong desire for:

- Recycling in the region
- Continuation of delivering pest and animal controls
- Sustainable land management practices
- Preserving cultural heritage
- Ongoing protection of the Julia Creek Dunnart

### How do we get there?

- Explore recycling opportunities in the region
- Maintaining ongoing pest animal and plant control
- Implement sustainable land management practices
- Preserve heritage of Blue Heeler Hotel & Pub
- Preserve heritage of McKinlay
- Continue protection of the Julia Creek Dunnart

### 5.3. Social and Community

#### Where are we now?

As of 30 June 2017, the estimated resident population for McKinlay (S) LGA was 810 persons, a decline of 234 persons since 2010 from 1,044<sup>11</sup>. Population numbers in the region are expected to continue to decline with a projected decrease from 810 persons in 2016 to 618 persons in 2041 a decrease of 1.1% per year over 25 years<sup>12</sup>. Compared to the Queensland average there are proportionately fewer young people aged 15 to 24 years in McKinlay LGA<sup>13</sup> as further education and employment opportunities draw young people away from the Shire. This data supports the major concern of the McKinlay Shire community of coping with an ageing population in culmination with a declining population.

The McKinlay Shire community have identified a lack of housing and housing choice as obstacles facing the current community that are also adding to the problems associated with population decline and attracting new residents.

#### Where do we want to be?

*McKinlay Shire Council Corporate Plan 2016-2021* aims to provide a range of human services and community facilities, either directly, in partnership or by external parties, that meet the recreational, social, community support and cultural needs of the community and visiting tourists.

The *McKinlay Shire Community Plan 2010-2020* presented the following recommendations in relation to community, health and cultural services and facilities:

- Provide and maintain adequate community services and facilities that respond well to the needs of all ages and sectors of the community
- Ensure policies, plans and infrastructure support the creation of safe local environments to encourage participation in physical activity (not just sport), and healthy eating for all ages and abilities
- Plan and deliver sport and recreation, public space and community events
- Maintain community safety, Police and Emergency Services

Stakeholder and community engagement and research outcomes from the community planning process identified the following desires:

- Maintain and improve community wellbeing and mental health support
- A hub to cater for children's and parent's needs
- Secondary and tertiary education opportunities in McKinlay Shire

<sup>11</sup> Australian Bureau of Statistics, 2019, ERP by LGA 2001 to 2017

<sup>12</sup> Queensland Government Population Projections, 2018 edition (medium series)

<sup>13</sup> ABS 3235.0, Population by Age and Sex, Regions of Australia unpublished data and Queensland Treasury estimates

- Explore opportunities to increase the number of traineeships and apprenticeships
- Community events and activities continue to be delivered
- Community facilities are maintained and improved
- Julia Creek Library to cater for all age groups
- A BMX/bike track in Julia Creek
- Support additional recreation and sporting events
- Improved public first aid and fire response

### How do we get there?

- Provide greater access to allied health services, many of which are delivered by mobile health services
- Continue promoting flood relief information via council website and social media
- Actively connect people affected by the 2019 flood together through targeted events and activities
- Focus on maintaining and monitoring the ongoing mental wellbeing of those effected by the 2019 flood, especially at key times during year which may trigger depression and mental illness
- Plan, design and develop the Early Years Hub
- McKinlay Shire Council to continue working with Queensland Government to deliver School of the Air for students in year 7 to 10
- McKinlay Shire Council continue supporting existing and new events and activities
- Maintain existing facilities at current level and develop new facilities as required
- Request books from the State Library of Queensland for various age groups as required
- Address Kynuna Rodeo Grounds tenure and operational issues
- Support community groups and organisations to plan, develop and deliver recreation and sporting events and activities
- Provide annual public first aid and fire response training



Camp fire, Julia Creek Caravan Park

Source: Plan C

## 5.4. Economy and Infrastructure

### Where are we now?

The McKinlay Shire community has indicated that the major economic issues are a combination of lack of industry diversity, population decline, high cost of living expenses, and environmental factors (floods and droughts). Additionally, high fuel prices and costs of everyday items – partially caused by a lack of competition in the local economy, excessive freight costs and lack of local spending – contribute to the economic issues.

The McKinlay Shire is recovering from recent flooding events which have had severe consequences on the North West cattle industry as well as farm and civil infrastructure. Unsurprisingly flood, as well as drought resilience is an issue that the community raised as being key to the economic sustainability of the Shire.

### Where do we want to be?

The *McKinlay Shire Council Corporate Plan 2016-2021* aims to proactively grow a stronger, more competitive and diverse economy, both locally and within the region, through providing support and investment in both business development, local employment opportunities and tourism development. In addition, the Plan wants to provide and maintain infrastructure assets that meet the existing and future needs of the shire for economic and social connectivity and utility services.

Regional priorities identified from stakeholder and community engagement presented in the *McKinlay Shire Economic Development Plan 2018-2022* include:

- Population attraction/retention
- Tourism and natural assets
- Information communications technology and digital connectivity
- Transport road, rail and airport
- Resilience and sustainability of the local economy
- Agricultural Intensification and Diversification
- New mining opportunities
- Major tourism growth

The *McKinlay Shire Tourism Plan (2018-2022)* established the following goals:

- Drive value before volume
- Grow our share of overnight drive markets
- Increase visitor numbers to events
- Increase commercial tourism

Stakeholder and community engagement and research outcomes of the community planning process identified:

- Capitalise on the benefits of the proposed St Elmo Mine while mitigating the negative impacts
- A growth in tourism and tourism-related businesses

- Improved access to water for agricultural practices
- Improved bridge design to reduce unintentional damming and displacement of water
- Township beautification
- Improved cattle yard
- Access to diverse housing requirements
- Australian Defence Force stopover opportunities for McKinlay Shire
- Ongoing financial support by State and Federal Government for properties affected by the 2019 flood
- Residents and visitors support businesses in the shire by shopping local
- A skills, services and businesses register
- Employ an Economic Development Officer to support micro and small business opportunities in the shire
- Maintain and improve road network
- A Smart Hub in Julia Creek
- Maintenance issues of public and private assets addressed

### How do we get there?

- Prioritise tourism road funding to seal Julia Creek, McKinlay, and Kynuna Triangle
- Continue and improve existing tourism offers and identify, plan and deliver new tourism opportunities
- Queensland Government Department of Communities to continue directly encouraging properties affected by the 2019 flood to apply for funding
- Work with local businesses and community organisations to create a shop local campaign
- Lobby state and federal government to provide financial support for businesses indirectly affected by the 2019 flood
- Establish a skills, services and business register for Cannington - South32 and proposed St Elmo Mine and McKinlay Shire Council
- Promote local skills, services and business throughout the shire and the region
- Seek state and federal government funding for McKinlay Shire Council to employ an Economic Development Officer to support micro and small business opportunities in the shire, including seed funding for business grants
- Continue to maintain and improve internal Shire road network
- Improve crossings and culverts for flood resilience
- Continue lobbying state government in conjunction with other local councils and stakeholders for improvements to Flinders and Landsborough Highways
- Explore opportunities for affordable water provision for agricultural purposes
- Support St Elmo Mine water capturing and storage approach and provision for farmers or pastoralists
- Maintain and improve beautification of townships with Kynuna a priority
- Consider providing acreage blocks in Julia Creek to attract families seeking the country lifestyle
- Explore opportunities to provide additional housing in Julia Creek

- Support infrastructure and resources to encourage Australian Defence Force activity in the Shire
- Formalise a process by which community groups can accumulate minor works into larger scope packages to incentivise skilled tradesman to work in rural location

This report has identified a few infrastructure projects of discernable scale and scope and have sourced costing information for high-level strategic planning purposes. These are provided in Appendix 1. Please note that the authors of this document are not qualified cost professionals and have supplied all third-party sources of costing information so that the McKinlay Shire Council can practice their own due diligence in strategic cost planning. The data has been supplied for information only.



Julia Creek - Kynuna Road

Source: Plan C

## 6 Priorities, Actions and Implementation Measures

### 6.1 Priority Projects and Actions

The following nine (9) priority initiatives and implementation measures are considered the most important to the Shire in implementation of this *Plan's* recommendations. The projects below have been prioritised based on feedback in the *Plan* preparation; the capacity and available resources of McKinlay Shire and the level of overall community benefit they would provide.

1. Council adopts the McKinlay Shire Community Plan and allocate tasks, roles and resources for implementation
2. Council keeps community updated on and involved in delivery of the Community Plan
3. Develop and enact partnerships and agreements between the proposed Multicom Resources St Elmo Mine and McKinlay Shire Council that clarify expectations and incentives to support the local economy and the community, including:
  - Incorporating recommendations from the Community Plan with the Social Impact Management Plan (SIMP) prepared by Multicom Resources as part of St Elmo Mine approval process
  - Sourcing local services and products, where possible
  - Employing locals
  - Providing incentives to attract workers to relocate to McKinlay Shire and reduce reliance on FIFO
  - Integrating workers village development in Julia Creek
  - Providing access to housing prioritising young families willing to relocate to Julia Creek
  - Provide training programs for local people enabling a larger number of the community to work for St Elmo Mine
  - Ongoing commitments to providing community grants for key infrastructure projects and other programs that support the community plan
4. Employ an Economic Development Officer
5. Continue to expand and diversify tourism
6. Ongoing township beautifications and improvements, with Kynuna an initial priority
7. Ongoing upgrades and improvements to roads
8. Community wellbeing and mental health support
9. A hub to cater for children's and parent's needs



## 6.2 Supporting Strategies, Audits, Assessments and Plans Community Plan Implementation

In addition to the Priority Projects, the following Strategies, Audits, Assessments and Plans have been identified throughout the implementation plans as key implementation tools and mechanisms required supporting the Community Plan. To accurately direct the goals and actions of the Community Plan, it is recommended McKinlay Shire Council, in conjunction with the community and partners, undertake the following agreements, audits, studies and strategies to support implementation of the Community Plan:

- The St Elmo Mine Social Impact Management Plan incorporate strategies and actions from the Community Plan
- Agreement between Multicom Resources and McKinlay Shire Council
- Sport and Recreation Strategy
- Local Skills Needs Assessment and Audit
- Housing Needs Assessment
- Pre-feasibility and operating plan to secure funding for Water Tower Experience
- Business case and feasibility plan for higher-end accommodation in Julia Creek in partnership with private investors
- Feasibility study for developing waterhole in Julia Creek
- Destination Tourism Plans for Julia Creek, Kynuna, McKinlay and Nelia
- Julia Creek and McKinlay footpath improvement plan
- Julia Creek and McKinlay bike path improvement plan

The section provides a guide for implementing the community plan strategies, including:

- Actions
- Priority – Listed from 1 – 3 (1 – highest and 3 lowest based on importance expressed by community)
- Timeframe – Short-term (within 12 months) Medium-term (1-2 years) Long-term (3-5 years and beyond)
- Partners (Partners who can support the implementation of the strategy or action); and,
- Role for Council & Measures for Success

The implementation plan is a living document that is updated over time. This applies to the operational and funding capacities of McKinlay Shire Council. Further input from Council and the community will be required to ratify the priorities outlined in the tables during the plan review process and over time.

While all the strategies are important, the community and the project team acknowledge that financial and capacity constraints may mean that not all things can be done at once. The nine (9) priority projects and actions that have been identified within the Community Plan are critical to maintain momentum and indicate progress



to the community and represent the key areas of focus and priority in moving forward and progressing implementation of the Community Plan.

The strategies and actions outlined in the tables on the following pages are organised by McKinlay Shire and each township: Julia Creek, Kynuna, McKinlay and Nelia, where relevant.



Blue Heeler Hotel & Pub

Source: Plan C

### 6.3 Implementation Governance Structure

To implement the Community Plan, the following governance structure was developed (Figure 6). This involves designating a McKinlay Shire Council senior staff member as Plan Manager to oversee implementation of the *Plan*. The executive management team and council officers will be responsible for undertaking tasks outlined in the *Plan* within individual areas of responsibility, communicating and coordinating internally and externally, seeking funding opportunities, and reporting on progress.

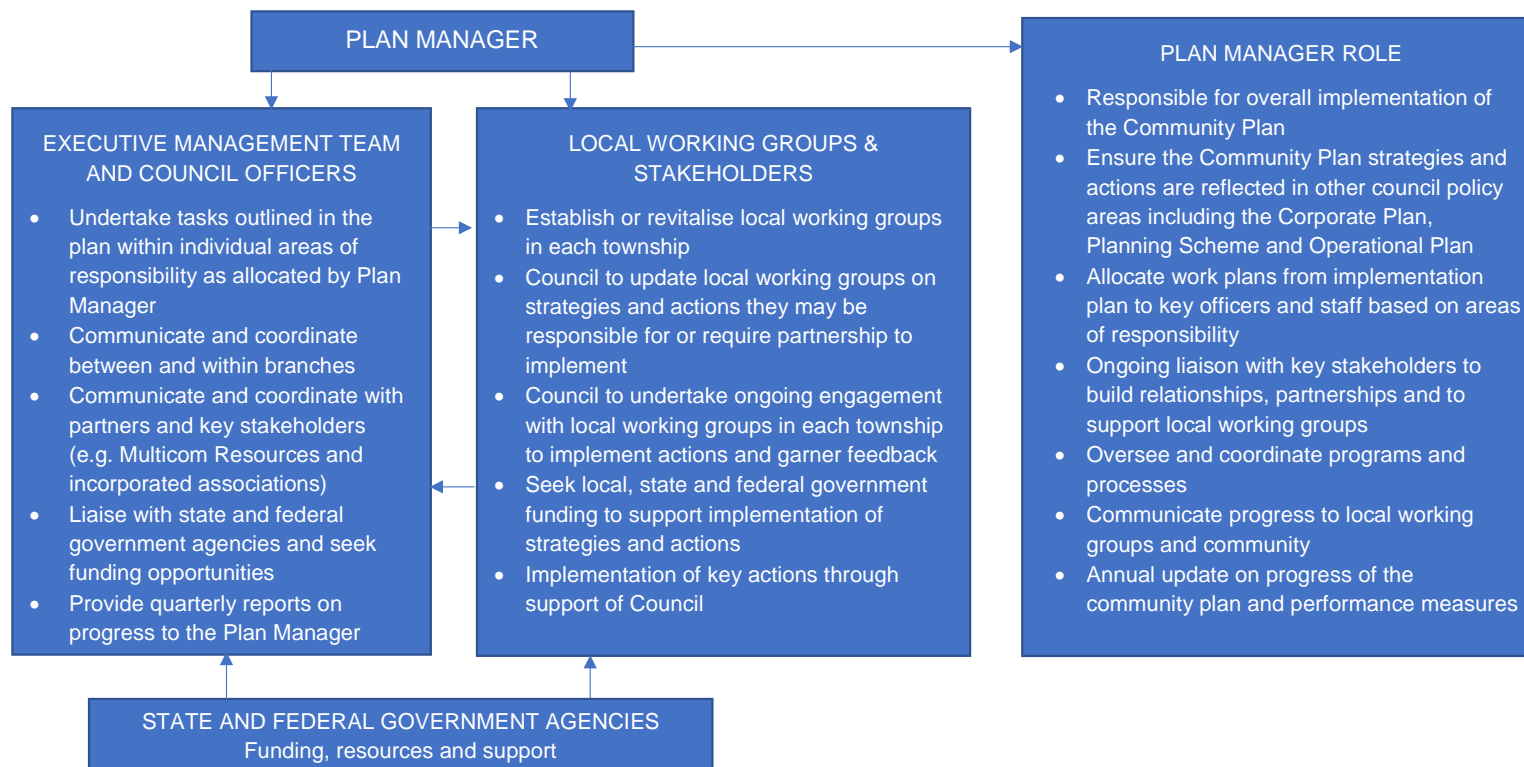
Critical to the success of the *Plan's* implementation is supporting the establishment and revitalisation of local working groups within each township and then regularly engaging with these groups. Once the *Plan* is adopted, Council will update local working groups on strategies and actions they may be responsible for or require partnership with council or other stakeholders to implement. Furthermore, Council will undertake regular and ongoing engagement with local working groups in each township to support implementation of actions and garner feedback. Local working groups in partnership with incorporated associations may seek local, state and federal government funding to support implementation of strategies and actions.

In addition, Council will commit funds each financial year towards implementing priority actions identified within the endorsed Community Plan for capital and operational projects.



Julia Creek Campdraft

Source: Plan C



**Figure 6:** Community Plan Implementation Governance Structure

## 6.4 Governance and Administration – Strategies & Actions

### McKinlay Shire

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
<b>Strategy 1: McKinlay Shire Council to continue to provide quality services and management of the Shire</b>				
1.1 Provide professional, efficient and responsive services that meet community needs	1	Ongoing	-	Continue to provide professional, efficient and responsive services that meet community needs
<b>Strategy 2: Support building capacity of community organisations</b>				
2.1 Support establishment of Local Working Groups (see Section 6.3)	1	Short-term	Kynuna residents McKinlay enhancement group Nelja Small Community Enhancement Group Julia Creek residents	Encourage and support residents of each township to either establish or revitalise a local working group/association
2.2 Support community organisations to build their capacity, manage projects, apply for funding, and collaborate with the Shire council and other organisations	1	Ongoing	Community organisations and groups Department of State Development, Manufacturing, Infrastructure and Planning – Mount Isa Department of Communities, Disability Services and Senior Queensland Council of Social Service - Community Capacity Building Australian Government	The Community Services team to support community groups and organisations to plan and develop projects, apply for funding, and collaborate with Council and other groups.



Actions	Priority	Timeframe	Partners	Role of Council & measures for success
			Department of Social Services	
2.3 Continue providing services and financial support to community organisations for community development purposes	1	Ongoing	Ergon-Energex Community Fund Kennedy electorate The Queensland Government Young Athletes Travel Subsidy Australian Institute of Sport Local Sporting Champions program Gambling Community Benefit Fund (GCBF) South32 Small Grants Program Australian Government grants and assistance program Regional Development Australia Queensland Government Regional Arts Development Fund	Continue providing the Community Sponsorship and Donations Program, and the Community Benefit Assistance Scheme.  Continue sharing information via website on grants and sponsorships available and grant writing tips.  See an increase in community groups applying for funding and an increase in the amount of funds received.
<b>Strategy 3: Stakeholder and community engagement</b>				
3.1 Provide regular and ongoing involvement and updates for all interested in and affected	1	Ongoing	Anyone interested and affected by a council project	Council to engage with community interested in and affected by projects and provide ongoing

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
by Council projects and the broader community				feedback over life of project Council to notify community of relevant strategies and actions in the Community Plan
3.2 Provide advice and support to residents interested in establishing a working group/residents association	1	Short-term	Business Queensland Shire residents	Provide advice and support for residents interested in establishing a working group/resident association
3.3 McKinlay Shire Council to regularly meet with working group/association to assist in implementation of the strategies and actions identified in the Community Plan	1	Ongoing	Working groups/resident associations	Council to meet with working groups/resident association quarterly, or as required Council to update working group/association on strategies and actions they may be responsible for or require partnership with council or other stakeholders to implement
3.4 Working group/association to facilitate better connection between council and outer community	2	Medium-term and ongoing	Working groups/resident associations	Encourages working groups/resident associations to engage with outer community to ensure their needs are included
3.5 Continue working with community groups and organisations	1	Ongoing	Community groups and organisations	Meet regularly with community groups and organisations Keep updated on council projects, programs and activities
3.6 Inform community groups and organisations of funding opportunities	2	Ongoing	Other funding bodies	Provide funding opportunities Inform organisation of other funding opportunities Community organisations successfully receives grants

## 6.5 Environment and Country – Strategies & Actions

### McKinlay Shire

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
<b>Strategy 4: Explore viable and feasible opportunities to reduce proportion of waste going to landfill</b>				
4.1 Consult with local councils, metal recyclers and other relevant stakeholders regarding opportunity for McKinlay Shire Council to access Queensland Container Refund Scheme.	2	Medium-term	Container Exchange Boomerang Alliance Others emerging	Agreement between McKinlay Shire Council, local council and other stakeholders established regarding using Container Refund Scheme  Waste going to landfill reduced
4.2 Consult with transport/trucking companies operating in North West Queensland to discuss opportunities to transport refundable waste	2	Medium-term	To be determined	Agreement between Council and transport/trucking company established regarding transportation of refundable waste
4.3 Establish an arrangement where refundable waste from McKinlay Shire is collected, transported and deposited at a Queensland Container Refund Scheme.	2	Medium-term	Container Exchange Boomerang Alliance	Proportion of waste going to landfill reduced  Money generated from the scheme funds community initiatives
4.4 Transport refundable waste from stations/properties to central point on mail runs	2	Medium-term	Station managers	Advocate for this approach
<b>Strategy 5: Continue to deliver adequate pest animal and plant control strategies</b>				
5.1 Seek membership for establishment of the McKinlay Shire Pest Advisory Group as set out in the McKinlay Shire Biosecurity Plan 2018 to develop, adopt and implement the strategic programs as defined in the Plan	1	Short-term	Queensland Government Department of Agriculture and Fisheries  Landholders	Oversee establishment of McKinlay Shire Pest Advisory Group
5.2 Implementation and monitor of the Biosecurity Plan	1	Ongoing	McKinlay Shire Pest	Coordinate implementation and monitoring of the Biosecurity Plan

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
			Advisory Group Queensland Government Department of Agriculture and Fisheries  Adjoining local councils: Richmond Shire, Winton Shire, Cloncurry Shire, Carpentaria Shire and Croydon Shire	
<b>Strategy 6: Increase environmental management</b>				
6.1 Continue protection of the Julia Creek Dunnart	1	Ongoing	Department of Environment and Science Southern Gulf NRM	Continue Dunnart education and conservation programs
6.2 Maximise renewable energy production opportunities that will emerge across the shire	3	Long-term	Queensland Government Department of Energy and Water Supply  Australian Government Department of the Environment and Energy Industry	Work in partnership with energy companies and state and federal governments to determine the broadest range of sustainable energy opportunities for towns, stations, rural industries and mining.  Maximise opportunities the St Elmo Mine can make towards advancing renewable energy production.
6.3 Solar panels on community building and infrastructure	2	Medium to long-term	Social Communities Program – Australian Government Business  Queensland Government Department of Natural	Advocate for McKinlay Shire to be included in future funding rounds of the Social Communities Program



Actions	Priority	Timeframe	Partners	Role of Council & measures for success
			Resources, Mines and Energy  Queensland Government Department of Education - Advancing Clean Energy Schools (ACES) Program	

### Kynuna and McKinlay

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
<b>Strategy 7: Identify heritage buildings and explore ways to preserve them</b>				
7.1 Identify buildings which may meet cultural heritage significance as per the Queensland Government Department of Environment and Heritage cultural heritage criteria	2	Short-term	Department of Environment and Heritage Protection  Owners of heritage-listed places	Identify council owned or controlled places that may meet cultural heritage significance  Relevant buildings identified
7.2 Assess cultural heritage significance of the building by using the cultural heritage criteria prepared by the Queensland Government Department of Environment and Heritage.	2	Medium-term	Department of Environment and Heritage Protection  Owners of heritage-listed places	Determine which council owned/controlled place are eligible for inclusion in the Queensland Heritage Register
7.3 Consider completing the application form: <i>entry of a place in the Queensland Heritage Register for relevant buildings</i>	2	Medium-term	Department of Environment and Heritage Protection  Owners of heritage-listed places	Council owned/controlled places are entered in the Queensland Heritage Register

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
7.4 Promote buildings and places that have been successfully entered in the Queensland Heritage Register to encourage further tourism	3	Long-term	Tourism and Events Queensland Department of Environment and Heritage Protection Queensland Heritage Council	Promote building and places on the Queensland Heritage Register in tourism materials Increase in tourism visits to places entered in the Queensland Heritage Register
7.5 Apply for Queensland heritage conservation grants	3	Long-term	Department of Environment and Heritage Protection Owners of heritage-listed places	McKinlay Shire Council apply for grants Grants received and works undertaken

## 6.6 Social and Community – Strategies & Actions

### McKinlay Shire

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
<b>Strategy 8: Community wellbeing and remote health support</b>				
8.1 Provide greater access to allied health services e.g. mental, dental, and specific services	1	Medium-term ongoing	Community Advisory Network North West Hospital and Health Service Queensland Health Mental Health Association	Advocate for more allied health services Lobby relevant state and federal government agencies to provide more allied health services

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
			Qld Queensland Alliance for Mental Health Department of Communities	
8.2 Actively connect people affected by the 2019 flood together through targeted events and activities	1	Short to medium-term	Community groups and organisations	Identify community organisations interested in organising and running community events to bring residents affected by the 2019 flood together  Provide financial and in-kind support for community organisations to run targeted community events and activities for residents affected by the 2019 flood  Piggyback on existing community events and activities to run targeted community events and activities for residents affected by the 2019 flood
8.3 Continue promoting flood relief information via council website and social media	1	Short-term	Queensland Rural and Industry Development Authority Queensland Reconstruction Authority North Queensland Flood Recovery Agency Department of Communities	Update website with relevant information as it becomes available or when grants/support is no longer available
8.4 Focus on maintaining and	3	Medium-term	Community Advisory	Continue to participate in the Community Advisory

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
monitoring the ongoing mental wellbeing of those effected by the 2019 flood			Network North West Hospital and Health Service Queensland Health Mental Health Association Qld Queensland Alliance for Mental Health	Network to keep up to date with health and health service issues and needs
<b>Strategy 9: Improved public first aid and fire response capabilities</b>				
9.1 McKinlay State Emergency Service Unit provide annual community first aid and fire response training	3		McKinlay State Emergency Service Unit Queensland Government Emergency Management Queensland Queensland State Emergency Service	Maintain McKinlay SES Unit and advocate for annual community first aid and fire response training
<b>Strategy 10: Sustainable development of community events and activities</b>				
10.1 Continue to partner with and support community events and activities	2	Long-term	Julia Creek Campdraft Association Businesses Tourism and Events Queensland Outback Queensland Julia Creek Combined	Partner with community events and activities and support community events

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
			Sporting Association Julia Creek Sporting Shooters Julia Creek Queensland Country Women's Association Julia Creek State School Julia Creek Amateur Swimming Club Julia Creek Turf Club Kynuna Rodeo & Sporting Association Inc Lions Ladies McKinlay QCWA McKinlay Enhancement Group McKinlay Race Club Nelia QCWA Nelia Small Community Enhancement Group Saxby Roundup Sedan Dip Sports & Recreation Inc.	

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
			Other non-government organisations	

### Julia Creek

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
<b>Strategy 11: Plan, design and develop the proposed Early Years Hub</b>				
11.1 Adopt and implement recommendations from the Early Years Hub feasibility study and business case	1	Medium-term	Australian Children's Education & Care Quality Authority	Oversee and manage planning, design and development of the Early Years Hub.  Development of an Early Years Hub that caters for the needs for children from six months through to primary school.
<b>Strategy 12: Explore School of the Air for students in year 7 to 10</b>				
12.1 Continue working with Queensland Government to deliver School of the Air for students in year 7 to 10	1	Ongoing	Mount Isa School of the Air  Julia Creek State School  Education Queensland	Liase with Education Queensland to maintain ongoing funding
<b>Strategy 13: Activation of community facilities</b>				
13.1 Capitalise on the quality community facilities available in Julia Creek by continuing to support community organisations to deliver community events and activities	2	Short-term and ongoing	Community organisations	Provide financial and in-kind support
13.2 Support community organisations to deliver new community events and activities	2	Medium-term	Community organisations	Provide financial and in-kind support
<b>Strategy 14: Julia Creek Library to further expand services and cater for all age groups</b>				

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
14.1 Request books from the State Library of Queensland for various age groups, as required	2	Medium-term and ongoing	State Library Queensland	Library staff to engage with community to determine gaps in book provision by age group and types of books and request appropriate books from State Library Queensland to address this issue.
<b>Strategy 15: Explore options to address request for BMX/bike track from school students</b>				
15.1 Consider factoring in a BMX/bike track as part of the proposed Sport & Recreation Plan for the Shire	3	Medium-term	Combined Sporting Association – Julia Creek	Flag the BMX/bike track for consideration in the Sport & Recreation Plan.

## Kynuna

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
<b>Strategy 16: Explore opportunities to reinvigorate Kynuna Rodeo Grounds and events</b>				
16.1 Upgrade Kynuna Rodeo Grounds	1	Medium to Long-term	Queensland Government Kynuna Rodeo & Sporting Association	Provide advice and support where possible and practical to Kynuna Rodeo & Sporting Association regarding rodeo ground upgrades
16.2 Kynuna Rodeo & Sporting Association to deliver the Kynuna Rodeo or other community events and activities	2	Medium to long-term	National Rodeo Association Queensland Rodeo Association Australian Rodeo Federation Kynuna working	Provide advice and support where possible and practical to Kynuna Rodeo & Sporting Association

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
			group/association	

## 6.7 Economy and Infrastructure – Strategies & Actions

### McKinlay Shire

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
<b>Strategy 17: Continued focus on economic development</b>				
17.1 Explore employment of or outsourcing an Economic Development Officer	1	Short-term	Department of Prime Minister and Cabinet	Undertake research to explore opportunities for or outsourcing an economic development officer
<b>Strategy 18: Shire-wide tourism development</b>				
18.1 Implement recommendations outlined in the McKinlay Shire Tourism Plan – Five Year Action Plan 2018-2022	2	Short to long-term	Tourism & Events Queensland Winton Shire Council	Oversee delivery of projects and actions outlined in Tourism Plan
18.2 Develop and promote driving loop from Mount Isa to McKinlay, Kynuna and Julia Creek, including supporting experiences for visitors at each location through Destination Tourism Plans	3	Medium-term	Tourism & Events Queensland	Work with local businesses, community organisations, residents and visitors to develop Destination Tourism Plans for each township
18.3 Identify and develop an additional regional tourism attractor (e.g. the Combo Waterhole) likely to be associated with a natural feature,	3	Long-term	Australian Government Business	Identify and develop regional attractor Apply for capital works funding



Actions	Priority	Timeframe	Partners	Role of Council & measures for success
conceptualise required infrastructure and consider applying to Building Better Regions or Growing Tourism Infrastructure Fund for capital works contributions			Department of Innovation, Tourism Industry Development and the Commonwealth Games	Oversee delivery of regional tourism attractor project
18.4 Collaborate with community organisations and businesses to identify and realise a suite of tourism offerings at each destination – e.g. camp dinners, wildlife and bird watching, sunset drinks and nibbles, homestead stays, picturesque drives, 'live like a local' experiences	2	Medium-term	Businesses and community organisations	Economic Development Officer to facilitate discussions and provide access to funding and business start-up support for micro/small tourism enterprises
18.5 Reinstate day trips to sites of interest in the shire including Combo Waterhole, historical building in McKinlay, and working stations.	2	Long-term	Businesses and community organisations	Economic Development Officer to identify interested parties and provide access to business/tourism development grants
18.6 Consider higher end accommodation development in Julia Creek	3	Long-term	Tourism & Events Queensland Private commercial business	Support development of a business case and undertake a feasibility study
18.7 Develop 'glamping' at Julia Creek Caravan Park to cater for higher end market	3	Medium-term	Julia Creek Caravan Park	Oversee planning, design, development and funding of glamping structure
18.8 Deliver actions outlined in the Tourism Plan to realise the proposed Water Tower Experience	3	Medium to long-term	Adventure Tourism Operator	Oversee delivery of actions
18.9 Redevelop nature trail along Julia Creek	2	Short-term	Queensland Corrections Service – Julia Creek Work Camp	Oversee works Incorporate seating along nature trail
18.10 Revisit proposal to develop a waterhole in Julia Creek for recreation purposes	2	Long-term	-	Engage suitable contractor to determine feasibility of project

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
				Engage suitable contractor to undertake work Oversee design and development
18.11 Local businesses or community group to explore opportunities for walking tours around McKinlay.	3	Medium-term	Community organisations Businesses The Royal Historical Society of Queensland	Economic Development Officer to work with local businesses and community groups to explore opportunities for establishing walking tour business
<b>Strategy 19: Maintain and improve road network</b>				
19.1 Continue to maintain and improve internal Shire road network	1	Ongoing	Queensland Government Department of Transport and Main Roads	Undertake road works for state government and Council owned roads
19.2 Improve crossings and culverts for flood readiness	1	Medium-term	Queensland Government Department of Transport and Main Roads	Seek state government funding to improve crossings and culverts Undertake road works for state government
19.3 Maintain improvements to Flinders and Landsborough Highways	2	Ongoing	Queensland Government Department of Transport and Main Roads Cloncurry Shire, Richmond Shire, Flinders Shire, Charters Towers Regional Council, and Longreach Regional Council	Continue lobbying state government in conjunction with other local councils and stakeholders for improvements to Flinders and Landsborough Highways
19.4 Improved bridge design to reduce unintentional damming and displacement of water	3	Long-term	Department of Transport and Main Roads	Liaise with Department of Transport and Main roads regarding current bridge design and

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
				water damming and displacement issues
<b>Strategy 20: Improved access to water for agricultural practices</b>				
20.1 Reduce water licensing costs or consider a 20-year water lease to help farmers/graziers get more established	3	Long-term	Business Queensland Queensland Farmers Federation	Advocate on behalf of farmers for improved, sustainable access to water for agricultural practices
20.2 Support St Elmo Mine water capturing and storage approach and provision for farmers	1	Medium-term	Multicom Resources Queensland Government	Establish an agreement with Multicom Resources regarding water capturing and storage, and provision for farmers
<b>Strategy 21: Shop local campaign</b>				
21.1 Develop a shop local campaign	2	Medium-term	Local businesses Community organisations Business Queensland Residents	Advocate for and support a shop local campaign
<b>Strategy 22: Develop a comprehensive skills, services and business register</b>				
22.1 Establish a skills, services and business register for Cannington - South32, the proposed St Elmo Mine, and McKinlay Shire Council	3	Medium-term	Local businesses South32 Multicom Resources	Work with businesses and residents to identify skills, services and businesses available in McKinlay Shire. Once established promote the skills register throughout the shire and among businesses and mining operators. Update register on a regular basis.
<b>Strategy 23: Capitalise on opportunities for Australian Defence Force to stay and train in McKinlay Shire</b>				
23.1 Liaise with Australian Defence Force (ADF) regarding establishing McKinlay Shire as a stopover	3	Medium-term	Australian Government Department of Defence	Identify contact in the Australian Defence Force and liaise with regarding establishing McKinlay

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
point and training ground				Shire as a stopover point and training ground
23.2 Consider developing a permanent facility to encourage ADF to spend more time in the McKinlay Shire	3	Long-term	Australian Government Department of Defence	Identify ADF infrastructure needs Apply for funding to develop required infrastructure Oversee development of infrastructure
<b>Strategy 24: Shire-wide beautification and improvements</b>				
24.1 Maintain and continue ongoing beautification of Burke Street, Julia Creek	2	Medium to long-term	-	Identify and deliver beautification and improvement initiatives
24.2 Address issue of rundown houses in Julia Creek	3	Medium to long-term	Property owners Department of Housing and Public Works Multicom Resources	Explore issues and opportunities
24.3 Include footpaths to connect town	2	Medium-term	Department of Transport and Main Roads Local Government Association of Queensland Inc.	Design and deliver footpath improvement plan
24.4 Include bicycle tracks/paths on the side of the road for children who ride to school and other locations	2	Medium-term	Department of Transport and Main Roads Local Government Association of Queensland Inc.	Design and deliver bicycle track/path improvement plan
24.5 Create safe zones and traffic calming on streets adjacent to school/childcare/sports facility where pedestrians are visible to all road users	2	Medium-term	Department of Transport and Main Roads	Plan and deliver a series of safe crossing zones and traffic calming on streets adjacent to school/childcare/sports facility

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
24.6 Maintain McIntyre Park to meet desired standards for intended uses and undertake improvements as required	2	Short-term and ongoing	Julia Creek Campdraft Association Julia Creek Turf Club Julia Creek Pony Club	Continue to maintain McIntyre Park and identify and undertake improvements as required
24.7 Maintain existing community facilities at current level and develop new facilities as required	2	Ongoing	Queensland Government Department of Communities, Disability Services and Seniors Queensland Government Department of State Development, Manufacturing, Infrastructure and Planning Australian Government Department of Health	Continue to maintain community facilities and identify and develop new facilities
24.8 Install the proposed public toilet next to playground	1	Short-term		Fund and oversee installation
24.9 Enhance settings around the major destinations – Blue Heeler Hotel and Caltex Kynuna Roadhouse & Caravan Park – with trees, shade and furniture to convey a welcoming perception or encourage travellers to stop and stay	3	Medium-term	Caltex Kynuna Roadhouse & Caravan Park Blue Heeler Hotel	Fund purchase and installation of picnic tables Incentivise the Roadhouse and Blue Heeler Hotel to undertake improvements to outside space and incorporate hard surfaces
24.10 Complete beautification of Middleton Street – tree planting on verge and traffic island	1	Short-term	-	Deliver and oversee works
24.11 Upgrade footpaths throughout township	2	Medium-term	Department of Transport and Main Roads	Design and deliver footpath improvement plan

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
			Local Government Association of Queensland Inc.	
24.12 Seal the edge of Landsborough Highway from Middleton St to Wylde St to reduce dust created by trucks parking and driving on shoulders	3	Long-term	Department of Transport and Main Roads	Advocate for improvements to undertaken
24.13 Repair McKinlay Cemetery fence and provide water access to site	2	Short-term	-	Undertake required works
24.14 Fit-out community shed as required	2	Medium-term	-	Undertake required works
24.15 Enhance main street with trees, shade and furniture, targeting settings around the major destination – Walkabout Creek Hotel	2	Medium-term	Walkabout Creek Hotel Department of Local Government, Racing and Multicultural Affairs - Works for Queensland program Resident's association Other private businesses	Apply for funding Plan, design and deliver project
24.16 Entrance to village enhanced using vegetation and signage	2	Medium-term	Department of Local Government, Racing and Multicultural Affairs - Works for Queensland program	Apply for funding Plan, design and deliver project
24.17 Incorporate shade, shelter, seating and paving to improve amenity of the Old Schoolhouse and tennis court and encourage use and community gathering	3	Medium-term	Department of Local Government, Racing and Multicultural Affairs - Works for Queensland	Apply for funding Plan, design and deliver project

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
			program Resident's association	
24.18 Create a historical walking trail along Middleton, Poole and Wylde Streets.	3	Medium-term	The Royal Historical Society of Queensland Resident's association	Create a historical walking trail plan
24.19 Continue to maintain the refuse facility, water infrastructure and the streets	1	Ongoing	Queensland Corrections Service – Julia Creek Work Camp	Maintain the refuse facility, water infrastructure and the streets
<b>Strategy 25: Address maintenance issues of public assets</b>				
25.1 Formalise a process by which community groups and council can accumulate minor works into larger scope packages to incentivise skilled tradespersons to work in rural locations	3	Medium-term	Community groups Businesses	Facilitate process by working with community groups to identify and accumulate list of minor works and prepare a scope-of-works package

### Julia Creek

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
<b>Strategy 26: Work with the Multicom St Elmo Mine development proposal</b>				
26.1 Incorporate outcomes and recommendations from the Community Plan with the St Elmo Mine Social Impact Management Plan (SIMP)	1	Short-term	Multicom Resources	Work with Multicom Resources to incorporate community plan actions in the SIMP
26.2 Incorporate the St Elmo Mine Worker Village near new subdivision in Julia Creek	1	Medium-term	Multicom Resources	Identify preferred location for workers village
26.3 In partnership with Multicom Resources, integrate housing throughout Julia Creek prioritised for families willing to relocate for work at the mine	1	Medium-term	Multicom Resources	Identify sites for integrated housing development in Julia Creek
26.4 Ensure Multicom Resources recruitment prioritises Julia	1	Medium-term	Multicom Resources	Impose these conditions as part

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
Creek and McKinlay Shire residents who are within a commute time of one hour and people from other regions who are willing to move to Julia Creek				<p>of Council's agreement for Multicom Resources to operate in the shire</p> <p>An agreement on the percent of the mine workforce from the Shire</p> <p>An agreement on the percent of the mine workforce to be Aboriginal</p> <p>An agreement on the percentage of apprentices at the mine from the Shire</p>
26.5 Ensure Multicom provides opportunities for local and regional businesses to participate in its supply chain and contributes to business sustainability and growth	1	Medium-term	Multicom Resources	<p>Impose these conditions as part of council's agreement for Multicom Resources to operate in the Shire</p> <p>An agreement on the percentage of local/regional businesses participating in the supply chain</p>
26.6 Expand Julia Creek airport operations	1	Medium to long-term	Multicom Resources	Work with Multicom Resources and the state and federal government to expand airport
<b>Strategy 27: Deliver Smart Hub</b>				
27.1 Design and deliver Smart Hub	1	Short-term	Department of State Development, Manufacturing, Infrastructure and Planning	Oversee development of Smart Hub to ensure it meets requirements of funding agreement



Actions	Priority	Timeframe	Partners	Role of Council & measures for success
<b>Strategy 28: Explore opportunities for housing development</b>				
28.1 Provide 50 to 100-acre blocks to attract families to Julia Creek	3	Long-term	Queensland Government	Explore opportunities to develop acreage in proximity to Julia Creek
28.2 Allotments in subdivision further subdivided to continue town house and land character and maintain a compact town form (see Julia Creek township plan)	3	Long-term	Department of State Development, Manufacturing, Infrastructure and Planning	Coordinate subdivision based on demand and need

## Kynuna

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
<b>Strategy 29: Improve access to and visitor experience of Combo Waterhole</b>				
29.1 Seal road to Combo Waterhole	1	Short-term	Department of Transport and Main Roads	Secure funding from Department of Transport and Main Roads and oversee delivery of works
29.2 Promote tourism opportunities at Combo Waterhole	1	Medium-term	Tourism & Events Queensland Winton Shire	Support local businesses, community organisations and individuals to identify and establish tourism opportunities related to Combo Waterhole
29.3 Consider a national design competition for tourism infrastructure at Combo Waterhole to improve customer experience	3	Medium-term	<a href="#">CityLab</a>	Facilitate design competition and prepare brief outlining project scope.  Engage an architect organisation that specialises in conducting design competitions to deliver competition. Alternatively, Council could lead and fund design competition.
29.4 Develop cultural link between the Combo Waterhole and Kynuna	2	Medium-term	-	Identify historical and cultural links between Kynuna and the Combo Waterhole and highlight links through different communication channels, e.g. information signage, online and

Actions	Priority	Timeframe	Partners	Role of Council & measures for success
				social media, and public art
29.5 Implement proposed Virtual and Augmented Reality at Combo Waterhole	2	Long-term	Tourism operator	Refer to actions outlined in the Tourism Plan

## 7 Town Infrastructure Plans and costings

TO BE INSERTED

## 8 References

- McKinlay Shire Council Corporate Plan 2016-2021
- McKinlay Shire Council Annual Report 2017-18
- McKinlay Community plan 2010-2020
- McKinlay Shire Tourism Plan – Five Year Action Plan 2018-2022
- Economic Development Plan 2018-2022
- North West Queensland Draft Regional Transport Plan 2018
- Multicom Resources Saint Elmo Project Factsheet
- Australian Bureau of Statistics, 2019, ERP by LGA 2001 to 2017
- ABS 3235.0, Population by Age and Sex, Regions of Australia unpublished data and Queensland Treasury estimates
- Queensland Government Population Projections, 2018 edition (medium series)
- ABS, Census of Population and Housing, 2016, General Community Profile - G14
- ABS 2033.0.55.001 Census of Population and Housing: Socio-Economic Indexes for Areas (SEIFA), Australia, 2016, (Queensland Treasury derived)
- ABS, Census of Population and Housing, 2016, General Community Profile - G51 and unpublished data
- ABS, Census of Population and Housing, 2016, General Community Profile - G57 and unpublished data
- Outback Queensland – Live Australia’s Story,  
<https://www.outbackqueensland.com.au/town/nelia/>

## Appendix 1 - Benchmark Costings of Infrastructure Works

### (i) Glamping Tents – estimated cost range per structure

\$21,000 (ex GST) for a 4.2m Eco-tent (Source: Eco Structures), excludes engineering, installation costs, building Certification and other consultant fees. With 12 structures allow:

\$252,000

ADD 15% for installation & freight

15% builders' margin

140% regional indexation

10% GST

Total estimated cost: **\$385,723.8**

Source: Rawlinson's Construction Handbook 2018

### (ii) Footpaths – cost per quantity

\$63/sqm (Bris)

ADD 140% regional indexation

10% GST

Total estimated cost: **\$97.02/sqm** (excludes consultant's fees, builder's margin and approvals)

Source: Rawlinson's Construction Handbook 2018

### (iii) Sealing the edge of Landsborough Highway – approx. 140 metres long x 10 metres

Crushed rock/blue metal base \$8.80sqm

Prime and two-coat seal \$17.10sqm

Hot bitumous concrete: \$22.30sqm

ADD 140% regional indexation

10% GST

\$74.23sqm

Total estimated cost: **\$103,919** (excludes consultant's fees, builder's margin and approvals)

Source: Rawlinson's Construction Handbook 2018

**(iv) Table with shade shelter**

Metro 2m Table Setting - Surface Mount - Standard Finish \$914.00 ex GST

4 Post 6x6 Universal Shelter - Surface Mount - Powdercoated Frame, Colourbond Roof \$6,702.00 ex GST

ADD 15% for installation & freight

15% builders' margin

140% regional indexation

10% GST

Total estimated cost: **\$21,324.8**

Source: grillex 2019 and Rawlinson's Construction Handbook 2018



## 8.0 CORPORATE SERVICES

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**8.1 Subject:** Corporate Services Report  
**Attachments:** Nil  
**Author:** Director Corporate & Community Services  
**Date:** 12<sup>th</sup> August 2019

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**Executive Summary:**

The Corporate Services Report as of 31 July 2019 which summarises the financial performance and position is presented to Council.

**Recommendation:**

*That Council receives the monthly Corporate Services Report for the period ending 31 July 2019.*

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**Report:**

The Corporate Services Report compares actual performance to date with the Council's proposed 2019-2020 Budget and provides information, budget variances or any financial risks/concerns. Please note that the figures may change as end of year accruals are yet to be processed.

Financial information provided in this report is:

1. Summary of the Statement of Comprehensive Income (Profit & Loss Sheet) provides the total revenue versus expenditure which gives the operating result.
2. Statement of Financial Position (the Balance Sheet) "bottom line" discloses the Net Community Equity of Council, which represents its wealth as measured by a dollar value of its asset less liabilities.
3. Statement of Cash Flows indicates where Council's cash came from and where it was spent.
4. Summary by function provides the total year to date revenue and expenditure for each Department of Council.
5. Summary of year to date expenditure for the Capital Works program.
6. Outstanding balances for rates and debtors.

**Income Statement Variances/Comments:**

At the end of the month Council received approximately half of the Financial Assistance Grant (FAGS) funding allocation for 2019/20 which has significantly increased revenue.



Ordinary Meeting of Council Tuesday 27<sup>th</sup> August 2019

### INCOME STATEMENT SUMMARY

	Actuals	Variance	YTD Budget	Full Year Budget
<b>Total Income</b>	24,515,932	111%	22,001,077	22,001,077
<b>Total Expenses</b>	20,908,302	92%	22,800,554	22,800,554
<b>Surplus</b>	<b>3,607,631</b>	<b>-451%</b>	<b>- 799,477</b>	<b>(799,477)</b>
Less Capital Revenue	9,351,758	101%	9,231,582	9,231,582
Plus Depreciation	3,699,143	82%	4,514,060	4,514,060
<b>Net Operating Surplus</b>	<b>\$ (2,044,985)</b>	<b>37%</b>	<b>\$ (5,516,999)</b>	<b>\$ (5,516,999)</b>

### STATEMENT OF FINANCIAL POSITION

	2019 Actuals	2018 Actuals
Current Assets	17,447,659	15,379,450
Total Non-Current Assets	191,603,079	190,871,685
<b>Total Assets</b>	<b>209,050,738</b>	<b>206,251,136</b>
Total Current Liabilities	545,333	1,353,363
Total Non-Current Liabilities	96,659	96,659
<b>Total Liabilities</b>	<b>641,992</b>	<b>1,450,022</b>
<u>Community Equity</u>		
Asset Revaluation Surplus	67,975,432	67,975,432
Retained Surplus	140,033,312	136,425,681
Reserves	400,000	400,000
<b>Total Community Equity</b>	<b>\$ 208,408,744</b>	<b>\$ 204,801,113</b>

### STATEMENT OF CASH FLOWS

	2019 Actuals	2018 Actuals
<b>Cash Flows from Operating Activities</b>	(816,728)	552,708
Receipts, Payments & Interest Received		
Borrowing Costs		
<b>Cash Flows From Investing Activities</b>	4,105,319	(3,356,000)
Payments and Proceeds for PPE		
Capital Income		
<b>Cash Flows from Financing Activities</b>	-	-
Loan Payments		
Net increase (decrease) in cash held	3,288,591	(2,803,292)
Cash at beginning of the financial year	12,862,241	15,665,531
<b>Cash at the end of the period</b>	<b>16,150,832</b>	<b>12,862,241</b>





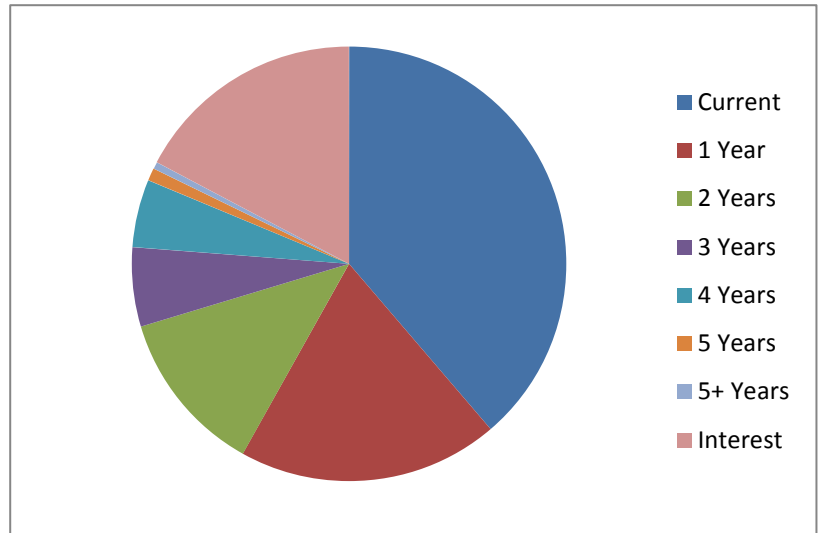
<b>Summary By Departments</b>						
<b>Department</b>	<b>Revenue</b>			<b>Expenditure</b>		
	<b>Actuals</b>	<b>%</b>	<b>Budget</b>	<b>Actuals</b>	<b>%</b>	<b>Budget</b>
Infrastructure & Works	12,847,998	108 %	11,906,618	12,500,835	96 %	13,034,953
Governance & Partnerships	30,995	0%	34,095	829,985	89 %	935,500
Corporate Services	8,015,723	126 %	6,353,297	1,549,706	85 %	1,823,821
Economic Development	188,116	108 %	174,920	843,061	75 %	1,128,764
Community Services	1,908,943	94%	2,029,628	3,137,579	91 %	3,443,600
Health Safety & Development	1,037,189	100 %	1,038,505	1,345,364	80 %	1,691,850
Environment Management	486,969	105 %	464,014	701,772	95 %	742,066
	<b>24,515,932</b>	<b>111 %</b>	<b>22,001,077</b>	<b>20,908,302</b>	<b>92 %</b>	<b>22,800,554</b>

<b>Capital Works Program</b>			
	<b>Actual</b>	<b>%</b>	<b>Budget</b>
<b>Infrastructure &amp; Works</b>			
Roads, Grids and Bridges (Including R2R & TIDS)	1,205,272	89%	1,356,047
Wastewater	552,346	52%	1,071,149
Water	67,523	176%	38,400
Transport - Julia Creek Airport	189,296	95%	199,200
Other incl Plant Replacement	200,555		1,112,000
	<b>2,214,992</b>	<b>59%</b>	<b>3,776,796</b>
<b>Environmental Management</b>			
Reserves Asset Management	106,291	78%	135,700
	<b>106,291</b>	<b>78%</b>	<b>135,700</b>
<b>Community Services &amp; Facilities</b>			
Buildings & Other Structures	1,881,395	56%	3,379,059
Parks & Gardens	131,314	57%	231,111
Council Housing	75,033	61%	122,360
	<b>2,087,742</b>	<b>56%</b>	<b>3,732,530</b>
<b>Corporate Services</b>			
Buildings & Other Structures	39,747	0%	-
Office Equipment	5,996	17%	35,000
	<b>45,743</b>	<b>131%</b>	<b>35,000</b>
<b>Economic Development</b>			
Julia Creek Livestock Facility	-	0%	-
Economic Development	-	0%	-
	<b>-</b>	<b>0%</b>	<b>-</b>
<b>TOTAL</b>	<b>4,454,768</b>	<b>58%</b>	<b>7,680,026</b>



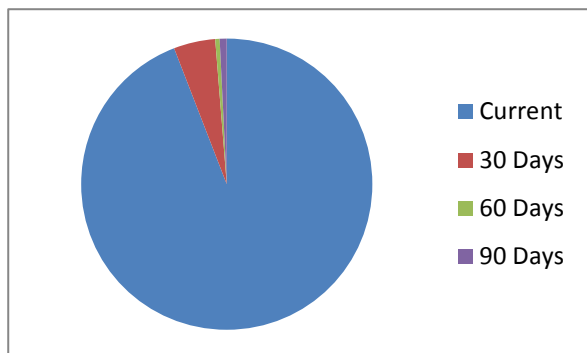
## Outstanding Rates

	Jun-19	May-19
<b>Current</b>	140,181	1,031,757
<b>1 Year</b>	70,255	70,271
<b>2 Years</b>	44,231	45,481
<b>3 Years</b>	21,367	21,367
<b>4 Years</b>	18,283	18,283
<b>5 Years</b>	3,400	3,400
<b>5+ Years</b>	1,846	1,846
<b>Interest</b>	62,538	56,038
<b>Total</b>	<b>362,101</b>	<b>1,248,443</b>



## Outstanding Debtors

<b>Total</b>	<b>660,903.48</b>
<b>Current</b>	622,087.75
<b>30 Days</b>	30,425.73
<b>60 Days</b>	3,240.00
<b>90 Days</b>	5,150.00



### Consultation:

- Chief Executive Officer
- Director of Corporate and Community Services

### Legal Implications:

### Policy Implications:

### Financial and Resource Implications:

### InfoXpert Document ID:

106445



## **9.0 CHIEF EXECUTIVE OFFICER**

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Ordinary Meeting of Council Tuesday 27<sup>th</sup> August 2019

**9.1 Subject:** DRFA 2019 Event Taldora Road Submission

**Attachments:** AECOM DRFA Program Services – 2019 Event (Submission 1 - Taldora Road – Unsealed Section) Letter *InfoXpert ID: 106409*

**Author:** Chief Executive Officer

**Date:** 1<sup>st</sup> August 2019

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**Executive Summary:**

Council is presented with a letter informing that AECOM is now planning to commence QRA approved works on the unsealed section of Taldora Road, in August 2019.

**Recommendation:**

*That Council receives the AECOM DRFA Program Services – 2019 Event (Submission 1 - Taldora Road – Unsealed Section) Letter.*

---

**Background:**

Nil

**Comments:**

Nil

**Consultation:**

Chief Executive Officer

**Legislative:**

Nil

**Policy Implications:**

Nil

**Financial and Resource Implications:**

QRA has approved Submission 1 Taldora Road (mcSC.0003.1819E.REC) with a recommended value of \$18,146,709.82. As per funding arrangements, AECOM proposes initial funding of 10% of this approved value or 10% of the allocated funds for this submission (allocated funds issued = \$6,000,000)

**InfoXpert Document ID:**

106399

18 July 2019

Chief Executive Officer  
 McKinlay Shire Council  
 PO Box 177  
 Julia Creek QLD 4823

Dear Des

**Disaster Recovery Funding Arrangements Program Services - 2019 Event  
 McSC.0003.1819E.REC (Submission 1 - Taldora Road - Unsealed Section)**

Thank you for the opportunity to continue to support McKinlay Shire Council (MSC) with the management of the 2019 DRFA program of works.

Following the In-Field Assessment held with the Queensland Reconstruction Authority (QRA) in May, and the successful submission and QRA approval of the **unsealed section of Taldora Road** in July 2019, we are now planning to mobilise and commence the QRA approved works in August 2019.

**Services**

Program Management (PM) and Construction Management (CM) services are proposed, as required for the planning, management and delivery of the 2019 DRFA works, of which the overall duration is scheduled to be complete in the expected delivery period up until June 2021.

This proposal covers the initial works commencing with the approved unsealed section of Taldora program of works.

**Team**

Our proposed key staff including Arthur Kudla, Brad McNeice, Chris Shields and Patrick Reimers are well known to Council and are best positioned to efficiently deliver for Council.

**Fee**

QRA has approved Submission 1 Taldora Road (McSC.0003.1819E.REC) with a recommended value of \$18,146,709.82, of which we understand MSC has been issued approximately \$6M.

As per previous funding arrangements with MSC, we propose initial funding of 10% of the approved value, or in this case we consider 10% of the allocated funds enough to commence the works, i.e. \$600,000 (ex GST).

As per previous and current arrangements, AECOM services will continue to be undertaken on a time and expense basis, including hours, travel expenses, accommodation, etc.

**Conditions of Engagement**

The conditions of engagement shall be as previously accepted, namely Local Buy Contract BUS254-1215 (AECOM – Marked Up), and Part 5 Default Purchasers Conditions of Contract BUS254-1215 (AECOM – Marked Up).

We look forward to continuing our relationship with Council to deliver the DRFA 2019 Event works in the community. Please confirm your acceptance by providing a purchase order and return copy of this letter signed by yourself or other authorised representative.

Please contact Bradley McNeice (0421331 458) should you have any queries in relation to this offer.

Yours faithfully  
 for **AECOM AUSTRALIA PTY LTD**  
 ABN: 20 093 846 925



**Signature**  
 Bradley McNeice  
 Associate Director  
 Date: 18-July-2019

Accepted on behalf of  
**McKinlay Shire Council**  
 ABN: 46 448 426 394

**Signature**

Date



**9.2 Subject:** McKinlay Shire Community Bus Hire  
**Attachments:** Application for Use of Community Bus *InfoXpert ID: 106410*  
**Author:** Chief Executive Officer  
**Date:** 1<sup>st</sup> August 2019

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**Executive Summary:**

Council is presented with a submitted application for use of the Community Bus. The CEO seeks the direction of Council to proceed on the approval of the application.

**Recommendation:**

*That Council resolves to advise the CEO to:*

- (a) Approve the Application for Use of Community Bus; or*
  - (b) Deny the Application for Use of the Community Bus.*
- 

**Background:**

The application in question has been brought to the attention of the CEO for further review. CEO needs direction from Council on the use of the bus, and the possibility of a clearer policy for future vehicle hiring from Council.

**Comments:**

Nil

**Consultation:**

Chief Executive Officer

**Legislative:**

Nil

**Policy Implications:**

Nil

**Financial and Resource Implications:**

Nil

**InfoXpert Document ID:**

106401



# McKinlay Shire Council



## Application for Use of Community Bus APPLICATION TO BE SUBMITTED 1 WEEK PRIOR TO DATE OF HIRE 2018/2019

On Behalf of \_\_\_\_\_

I, ELIZABETH hereby apply for use of the community bus on the occasion of Ladies Tennis in McKinlay from 11 am/pm until 5 am/pm.

The date/s required being 21/9/19 to 22/9/19

The bus will be used to transport Ladies

From Julia Creek to McKinlay

I/We/My Organisation accepts liability for a charge of \$177.00 per day and a deposit of \$200.00. The bus will be fully fuelled and clean at the commencement of hire and it will be you the hirer's responsibility to fill fuel tank and present bus in tidy manner on return.

**\*DRIVER DETAILS TO BE ATTACHED\***

**\*DRIVER MUST HOLD A MINIMUM LR CLASS DRIVERS LICENCE\***

**MUST PROVIDE PHOTOCOPY OF DRIVERS LICENCE UPON PICK UP OF BUS**

Name: <u>NEIL BATT</u>
Licence Number: <u>099 346 242</u>
Date Issued: <u>14.05.18</u>
Place Issued: <u>JULIA CREEK</u>
Expiry Date: <u>13.05.23</u>
Signature: <u>[Signature]</u>

Name: <u>BRADLEY MCCORMICK</u>
Licence Number: <u>093 650 066</u>
Date Issued: <u>21.02.17</u>
Place Issued: <u>RICHMOND</u>
Expiry Date: <u>15.03.22</u>
Signature: <u>[Signature]</u>

The nominated driver/drivers must be the only persons who drive the bus, failure to comply will nullify the insurance cover and hirer will be held responsible for all claims.

NOTE: Deposit and Fees must be paid separately and before hire date by chq, cash or EFTPOS.

- I have read the hire conditions listed overleaf and agree to hire the above on these conditions.

Signed: [Signature] Date: 9/7/19

### OFFICE USE ONLY

Deposit Receipt Number: \_\_\_\_\_ Processed by: \_\_\_\_\_ Date: \_\_\_\_\_

Hire Fee Receipt Number: \_\_\_\_\_ Processed by: \_\_\_\_\_ Date: \_\_\_\_\_

REQUEST WAIVER FORM ATTACHED: YES NO N/A



Ordinary Meeting of Council Tuesday 27<sup>th</sup> August 2019

**9.3 Subject:** Letter of Advice on Shire Lots

**Attachments:** Letter of Advice from Dept of Natural Resources, Mines and Energy *InfoXpert ID: 106411*  
Framework for Compulsory Acquisition *InfoXpert ID: 106412*  
Acquisition of Native Title Rights and Interests *InfoXpert ID: 106413*

**Author:** Chief Executive Officer

**Date:** 1<sup>st</sup> August 2019

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**Executive Summary:**

Council is presented with a letter of advice from the Department of Natural Resources, Mines and Energy. This letter of advice details the layout of Lots, Roads, and Routes regarding key Shire locations and what steps should be taken to resolve the issues mentioned.

**Recommendation:**

*That Council receives the letter of advice from the Department of Natural Resources, Mines and Energy.*

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**Background:**

CEO has sought details and feedback from the Department of Natural Resources, Mines and Energy for locations across the shire.

**Comments:**

Nil

**Consultation:**

Chief Executive Officer

Department of Natural Resources, Mines and Energy

**Legislative:**

Nil

**Policy Implications:**

Nil

**Financial and Resource Implications:**

Nil

**InfoXpert Document ID:**

106402





Department of  
Natural Resources,  
Mines and Energy

23 July 2019

Mr Des Niesler  
Chief Executive Officer  
McKinlay Shire Council  
P O Box 177  
Julia Creek Qld 4822

Email: [ceo@mckinlay.qld.gov.au](mailto:ceo@mckinlay.qld.gov.au)

Dear Mr Niesler

Thank you for taking the time to meet with my team and I to discuss McKinlay's Shire Council's (the council) needs, priorities and plans.

The discussions were valuable and some great questions were raised. We have investigated your queries and provide the following advice to assist you to progress the council's objectives.

### **McKinlay Airstrip**

The McKinlay airstrip is situated partly within unallocated state land described as lot 9 on AL79 and reserve for township purposes described as lot 23 on AL76, with council as trustee. A drawing of the areas containing the airstrip is in the process of being prepared prior to a preliminary valuation for rental purposes being obtained. Upon receipt of the drawing and valuation, an officer of the Department of Natural Resources, Mines and Energy (the department) will contact council to arrange a pre-lodgement meeting. Native title can be addressed in accordance with section 24KA of the *Native Title Act 1993* (cwlth).

### **Kynuna Rodeo Grounds**

The Kynuna rodeo grounds are located partly within reserve for town purposes described as lot 18 on G24965, with council as trustee, and unallocated state land described as lot 20 on KN3.

I have been advised that Deanna Holder, Senior Land Officer, provided you with information and options on resolving the tenure issues with this facility on 1 July 2019.

If you require further assistance, please do not hesitate to contact Deanna on 40161903 or [deanna.holder@dnrme.qld.gov.au](mailto:deanna.holder@dnrme.qld.gov.au)

Level 4, 5B Sheridan Street Cairns Q 4870  
P O Box 937 Cairns Q 4870  
Telephone +61 7 4016 1903  
[www.dnrme.qld.gov.au](http://www.dnrme.qld.gov.au)  
ABN 59 020 847 551

### **Reserve for Tank purposes**

The reserve for tank purposes described as lot 56 on EN24 is held by the State of Queensland (represented by the department) as trustee.

I have been advised Deanna Holder, Senior Land Officer, provided you with information on 10 July 2019 regarding amendment of purpose and appointment of council as trustee of the reserve.

### **Process to acquire land and native title rights and interests**

Please refer to the attachments which outline the processes to acquire land and native title rights and interests.

### **Recreational Vehicle Site**

The current recreational vehicle site is located within reserve for pasturage purposes, described as lot 57 on SP299144, with council as trustee. The department will investigate an application by the council to open part of lot 57 on SP299144 as road.

If the application for road opening is approved, any offer will be subject to requirements including the preparation and lodgement of a survey plan identifying the area to be opened as road and balance plan of the reserve. Native title can be addressed in accordance with section 24KA of the *Native Title Act 1993* (cwth).

### **Reserves for Camping and Water purposes - Hughenden District Improvement Board as trustee**

Lot 9 on Crown Plan SX16 is a reserve for camping and water purposes, known locally as Bullock Hole Reserve and lot 4 on Crown Plan EN124, is a reserve for camping purposes. Both reserves are currently registered to the Hughenden District Improvement Board as trustee.

I have been advised Deanna Holder, Senior Land Officer, provided you with information on 10 July 2019 to enable the council to reconsider being appointed as trustee of the reserve.

### **Roads Off Alignment**

The draft Roads Off Alignment Guidelines are in the process of being finalised by the department. The council will be advised when the guidelines are available for distribution. The processes outlined in the guidelines can be undertaken at this time.

### **Water bore**

Contact information for Mr Daniel Larsen – Ground Water contact in Central Region Office, at Longreach, was supplied at the time of our meeting, to expedite the process.

Communication with Mr Larsen, confirmed his initial interaction with council on the issue and information supplied. Mr Larsen advises that no further contact has been registered since this initial contact. The Department recognises the importance of water supply to the residents of Julia Creek and remains open to further requests for assistance.

In the event this issue is resolved (or no further assistance required), we thank you for raising this matter with us and we wish the council every success with forward plans for town water security.

### **Stock Routes – not enough feed**

The local government must manage and conserve pasture on the stock route network in its area to ensure, as far as practicable, an adequate supply of pasture for travelling stock.

The local government does not have the authority to 'close' stock routes. While the amount and condition of the available pasture on the network may be significantly reduced, due to ongoing drought conditions, all stock route permit applications must be considered.

The *Stock Route Management Act 2002* (s136) identifies the following considerations for making a decision in regards to travel permits.

### **136 Deciding application**

- (1) The issuing entity must consider and decide whether to grant or refuse the application.
- (2) The issuing entity may grant the application only if satisfied—
  - (a) the relevant land on which the stock are to travel contains enough pasture and water for the stock; and
  - (b) the stock's travel is not likely to spread—
    - (i) a declared pest on land in the entity's area; or
    - (ii) a notifiable disease; and
  - (c) the stock's rate of travel will be at least the rate stated for the stock under the permit, having regard to the condition of the stock; and
  - (d) the stock's travel is not likely to have an adverse effect on road safety.

I hope the above information is useful and I look forward to working with the council into the future.

Should you have any further enquiries, please contact me on telephone 4222 5561.

Regards



Andrew Buckley  
**Executive Director**  
**Natural Resources North Region**



# Framework

## **Framework for local governments for the compulsory acquisition of land under the *Acquisition of Land Act 1967***

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## 1. Purpose

The purpose of this document is to provide a framework for the taking of land, including easements, as well as providing an outline for the making of an application to the Minister for the taking of land and other interests, under the *Acquisition of Land Act 1967* (ALA).

For the purpose of this document:

- A reference to 'land' also refers to and includes an easement
- A reference to 'local government' refers to the role of the local government as a constructing authority or resuming authority under the ALA
- The terms 'taking of land', 'compulsory acquisition' and 'resumption' are used interchangeably.

## 2. Rationale

All levels of government sometimes need to acquire privately held land to provide services and community facilities such as parks, schools, hospitals and roads. The ALA enables 'constructing authorities' to acquire land for public purposes. Constructing authorities (also called resuming authorities) include local governments, government agencies and some state-owned corporations.

Under the ALA, land may be acquired in any one of 3 ways:

- through agreement with landholders (where the price can be agreed outside of the ALA);
- a resumption of land under section 9 the ALA; or
- a resumption agreement under section 15 of the ALA.

Where the constructing authority is a local government, the ALA provides that land may be taken:

- for any purpose set out in the schedule to the ALA which the local government may lawfully carry out; or
- for any purpose, including any function of local government, which the local government is authorised or required by a provision of an Act other than the ALA to carry out.

The Minister for Natural Resources, Mines and Energy (Minister) is the Minister responsible for the administration of the ALA.

The Department of Natural Resources, Mines and Energy (DNRME) is the department responsible for processing applications made under the ALA.

## 3. General principles and a framework for the taking of land

General principles and a framework to consider when adopting the process for the compulsory acquisition of land are outlined in the following pages.

A flowchart showing this framework is included at Attachment 1. The flowchart should be read in conjunction with this document.

## **Matters for consideration by the Local Government**

Each local government will likely have its own policies and procedures to follow in relation to identifying land requirements for various projects or works.

However, DNRME has identified a number of considerations that, as a matter of risk management, should be addressed by local governments when the local government is proposing to compulsorily acquire land or an interest in land.

As outlined in this document, a person who is aggrieved by the decision to compulsorily acquire land could seek to challenge the decision by seeking review under the *Judicial Review Act 1991*. Two of the potential grounds for review are:

- taking an irrelevant consideration into account in the exercise of a power; and
- failing to take a relevant consideration into account in the exercise of a power.

If a local government takes into account an irrelevant consideration or fails to take into account a relevant consideration when deciding whether or not to take land, there is a risk of a successful judicial review challenge that the decision was improperly made. For these reasons, it is important to properly consider and document the decision to select a particular site and then to commence a compulsory acquisition process for the site.

## **Assessment and identification of service need**

Local governments should identify the service need or intended purpose for which obtaining an interest in land for the provision of public services/public infrastructure is necessary and how the provision of this service links with the broader community and other government services.

The local government should be able to demonstrate why the service need cannot practically be met by other means, e.g. expansion of a nearby facility. Addressing this issue is relevant to showing that the purpose of the acquisition is valid (whether under the ALA or other legislation) and appropriate in the circumstances.

Prior to arriving at a decision to compulsorily acquire an interest in land local governments should consider undertaking a detailed assessment to ensure that:

- the public service/public infrastructure is necessary;
- the selected site is the most appropriate; and
- that broader government objectives have been considered (e.g. issues concerning vegetation, water, cultural heritage and planning matters).

## **Desired outcomes of a compulsory acquisition process**

When it is proposed to resume land or an interest in land for the provision of public services/public infrastructure it is desirable that the local government confirm that the interest proposed to be acquired:

- is suitable for the efficient delivery of public services/public infrastructure;
- is compatible with the planning requirements of State and local authorities; and



- maximises and balances the social, economic and environmental benefits to the community and State.

### **Site selection process**

A local government's process for selecting the site to be acquired for particular works is often an issue raised by aggrieved landowners or interest holders. In particular, landowners often object to the proposed resumption on the grounds that the site selected is not appropriate for the relevant works or that there is a more appropriate site for the particular works.

It is recommended that local governments ensure that their site selection process is well-considered and objective, and ultimately that the process is well documented.

### **Site selection criteria**

Local governments may wish to consider developing formal 'site selection criteria' against which to identify and assess potential sites for the intended purpose. Criteria could include physical site requirements e.g. area, topography, proximity and availability of services, public transport, and regional and local planning compatibility.

It is also recommended that local governments consider adopting a strategy whereby the site selected avoids or minimises impacts on natural, historic and indigenous values (unless the purpose of the acquisition is to protect such values). For example, when undertaking a detailed assessment consideration should be given to the following:

- **Vegetation Management:** whether there are any vegetation issues under the *Vegetation Management Act 1999*;
- **Water:** whether there are issues under the *Water Act 2000* as the proposed use of the subject land may require an ongoing water supply authorised under that Act;
- **Native Title:** whether there are any native title issues; and.
- **Resource Interest:** whether the taking of the land is compatible with any resource interests granted over the land. (See heading Consider Resource Interests).

It is recommended that local governments identify information about sites relevant to the site selection criteria and any constraints affecting the sites.

Depending on the characteristics of the land proposed to be resumed, local governments may wish to include copies of any written advices it has received in relation to the above considerations when applying to the Minister to commence a compulsory acquisition application.

### **Identifying suitable options and selecting preferred site**

The local government should consider whether it should undertake a detailed assessment to identify and assess site options before selecting the preferred site.

The following items may be relevant to a detailed assessment:

- Identify candidate sites. Note, in some cases such as road widening there may only be one candidate property;



- Consider local authority planning schemes, strategic plans and development control plans which incorporate growth implications, transport networks, residential development and vegetation and water implications;
- Consider statutory authority advice e.g. Department of Transport and Main Roads and other government agencies regarding suitability of the site or their possible future requirements from the site;
- Consider relevant legislation, planning policies, native title issues, cultural and historical heritage, and environmental, vegetation and contamination issues;
- Consider engineering/architectural advice on the suitability of the site;
- Assess any existing infrastructure on candidate sites and any continued requirement for the existing infrastructure;
- Identify any legal interests in the candidate sites including whether they are under the control of the local government or other government agencies and also any mineral resource interests affecting the candidate site; (See heading Consider Resource Interests)
- Consider appropriate alternative land available on the open market for sale;
- Obtain indicative valuations for site options;
- Obtain any other information necessary to inform the evaluation of the candidate sites against any site selection criteria; and
- Evaluate sites against selection criteria with impacts on natural, historic and indigenous values.

### **Consider Resource Interests**

The local government needs to particularly consider resource interests granted under the following legislation:

- *Geothermal Energy Act 2010*;
- *Greenhouse Gas Storage Act 2009*;
- *Mineral Resources Act 1989*;
- *Petroleum Act 1923*; and
- *Petroleum and Gas (Production and Safety) Act 2004*.

The local government should:

- undertake a search for any resource interest that may exist in the land by undertaking a search within or from the DNRME website;
- use best endeavours to consult with resource interest holders - including as part of an environmental assessment;
- undertake an assessment of potential negative impacts on any resource interest holder;

- assess whether there are any potential conflicts or incompatibility between the proposed purpose for which the land is to be acquired and the resource interest; and
- liaise with the DNRME's Geological Survey Queensland (GSQ) team to gather further information for consideration about possible impacts to resource tenures for all land and easement acquisitions and also in relation to potential incompatibility.

It will be necessary for the local government to:

- assess whether there is any potential incompatibility or conflict between the proposed purpose for which the land is to be acquired and the resource interest (as also noted above). Should incompatibility or a conflict arise and there is a need for the resource interest to be extinguished by resumption pursuant to the provisions of the ALA and the relevant resources legislation, this interest will then be converted into a right to claim compensation. Regard should be given to the relevant resources legislation;
- serve any resource interest holder who would be entitled to claim compensation; including compensation for injurious affection; and
- ensure that the interest of all resource interest holders are dealt with if the holder is an affected person under any resumption agreement under section 15 of the ALA.

Local governments usually undertake a large amount of investigation and environmental assessment work prior to commencing the compulsory acquisition of land or easement process.

In appropriate cases a local government will be able to demonstrate to DNRME that their investigative work and consultation have enabled the local government to conclude that a particular resource interest holder will not be able to claim compensation given the nature of their particular rights and the work proposed to be undertaken by the local government. If a local government can reasonably form such a view, based on evidence, then it is open to the local government not to serve a NIR on the particular resource holder.

This approach could only be taken in appropriate cases.

It is difficult to provide a definitive view of when such an approach would be appropriate as each case will rely on its particular facts and circumstances.

If a local government proposes not to serve a resource interest holder with a NIR, then the local government is required to produce evidence that the local government considers, on the balance of probabilities, a particular resource interest holder could not claim compensation if the proposed compulsory acquisition of land or an easement proceeded.

It is recommended that local governments raise this process on a case by case basis with the DNRME prior to proceeding with the NIR stage of a compulsory acquisition process so that DNRME and the local government agree beforehand that this approach is appropriate for the particular case.

## **Community consultation and negotiation**

It is necessary to ensure resumptions are carried out in a way that respects landholder's property rights and delivers effective and socially acceptable outcomes that balance the needs of all parties. Therefore, in the first instance, the aim should be of negotiating the taking of land or an easement on mutually agreeable terms.



## Negotiation

Prior to the commencement of the compulsory acquisition process, it is recommended that the local government:

- use all reasonable endeavours available to negotiate agreement with the interest holder to acquire the interest;
- demonstrate that they have stood in the marketplace to acquire by agreement.

Compulsory acquisition should not be used by the local government unless:

- acquisition by agreement has been rejected by the local government as being unsuitable;
- it can be shown that the property need is site specific and essential; or
- the local government has been unsuccessful in gaining agreement with the interest holder.

## Community consultation

All stakeholders should be identified and the necessary consultation should occur within the community about the project including the expected land requirements and all relevant planning and environmental issues. It is recommended that there are early communications made with and updates provided to the local Member of Parliament.

## Commencing the compulsory acquisition process

Should negotiations with landowners and other interest holders be unsuccessful or negotiations not be a practical option for the provision of public services/public infrastructure the following process applies:

- Obtain appropriate finance approvals and ensure sufficient funding for the works and compensation for the compulsory acquisition is available.
- Obtain approvals for commencing the compulsory acquisition process.
- Obtain the required approval by Council Resolution at a meeting of the Council.
- Prepare and serve Notices of Intention to Resume (NIR) on all parties with an interest in the land pursuant to section 7 of the ALA.

Things to consider before commencing compulsory acquisition:

- Is the local government authorised to resume the land or interest in land for the intended purpose? (see section 5 of the ALA)
- Are the appropriate delegations in place for officers to issue NIRs, conduct hearings of objections, prepare objection hearing reports and to make application to the Minister?

## Notice of intention to resume (NIR)

### Preparation

Prepare the NIR in accordance with section 7(3) of ALA.

## Legal requirements of the ALA

The ALA sets out that the NIR must include:

- The purpose for which the land is required (section 7(3)(a))
- The description of the land (section 7(3)(b))
- In the case of an easement; the rights and obligations to be conferred and imposed by the easement (section 7(3)(c))
- A statement outlining the recipients rights and limitation regarding objection (section 7(3)(d-e)).
- A statement that the constructing authority is willing to negotiate to acquire by agreement. (section 7(3)(f))
- Include details of the recipients rights in relation to claiming compensation (section 7(3)(g))
- Include information about how, under section 20(2A) of the ALA, a contract, licence, agreement or other arrangement entered into in relation to the land after the NIR is served may be dealt with in assessing compensation to be paid under the ALA (section 7(3)(h)).

## Additional Requirements

DNRME recommends that the following material should also be included with the NIR:

- A "background information statement" to explain the reasons for the acquisition. This statement should contain the description of the land to be taken, the purpose for which it is to be taken, the benefit to the community/public, information regarding any alternative land investigated and reasoning why the particular land is preferred.
- Advice about the availability of documents relating to the resumption. For example, but not limited to:
  - the real property description and address sufficient to readily identify every piece of land considered by the State as a viable alternative site to the subject land;
  - all relevant selection criteria documents in existence relating to choice of sites for the particular purpose specified in the Notice of Intention to Resume; and
  - any relevant reports obtained by the local government detailing investigations of potential sites for acquisition for the relevant purpose.

## Service

Section 7(2) of the ALA requires the NIR to be served upon all persons entitled to claim compensation under the ALA in respect of land to be taken including any registered mortgagee.

Section 7(2A) of the ALA details different requirements for notices served when the land is common property under the *Building Units and Group Titles Act 1980* or the *Body Corporate and Community Management Act 1997*.

Section 7(4) of the ALA requires a copy of the NIR to be lodged with the Titles Office where the NIR relates to land under the *Land Title Act 1994*.



## Dealing with objections

When dealing with objections and to satisfy natural justice and procedural fairness the local government is required to provide the objector(s) with a copy of the objection report prepared by the delegate and copies of any new reports or material for comment within fourteen (14) days. Following this, the local government is to further consider the grounds of the objection and any matters arising out of the hearing and the provision of the objection report to the objector(s) prior to making its decision to either:

- dismiss the objection and proceed with the resumption;
- amend the NIR; or
- discontinue the proposed acquisition.

Council's consideration of the objections and decision whether to proceed should be documented in the minutes of council's meeting. This documentation will form part of the application to the Minister.

If the objection was heard by the delegate of the local government:

- Was there a sufficient degree of independence and impartiality exercised by the delegate in this function; and
- Was consideration given to appointing an independent lawyer or appropriately qualified third party?

## Preparing an application to the Minister under section 9 of the ALA

### Matters to be addressed in the application

#### Legislative requirements of the ALA

Sections 9(3) and 9(4) of the ALA require that the application shall contain or be accompanied by each of the following:

- a copy of the NIR and of any further notice amending the same;
- a copy of a survey plan describing the land as a separate lot and certified as accurate by a cadastral surveyor or a plan sufficient to substantially identify the land. It is recommended that a copy of the survey plan be provided upon application to avoid to need to publish an amending notice at a future date;
- a list of the names and addresses last known to the local government of all persons who to the knowledge of the local government are entitled pursuant to section 18 of the ALA to claim compensation;
- a statement referencing those persons entitled to claim compensation who have not been served with the NIR and a further statement detailing the manner in which such service was attempted and the reasons for the failure to do so;
- a statement as to whether or not any person objected to the terms of the NIR detailing the name(s) of the objector(s), a copy of every objection, and a report compiled by the constructing authority regarding the objection(s);

- any additional information that the local government is aware of which may assist the Minister to make a decision in relation to the proposed acquisition.

### **Matters the Minister must consider**

Section 9(5) of the ALA requires that the Minister must consider every application and accompanying material to ensure that:

- the land to be taken may be taken and should be taken for the purpose for which it is proposed to be taken;
- the local government has taken reasonable steps to comply with section 7 (Notice of Intention to Resume) and section 8 (Dealing with objections) of the ALA; and
- if the NIR has not been served on the owner as defined in section 7(6) of the ALA, that the failure to do so was due to circumstances beyond the control of the constructing authority.
- DNRME recommends that the local government also consider these matters before making the application to the Minister. By reviewing these issues the local government will be helping to ensure that the application to the Minister is properly made and that it is open to the Minister to decide to proceed with the taking of the land under the ALA.

### **Procedural fairness and natural justice**

It is necessary to ensure that all takings of land comply with the requirements of the ALA and procedural fairness or natural justice. This will also ensure that any legal challenges are kept to a minimum. In this regard, the following is noted.

The *Judicial Review Act 1991* (JR Act) sets out a process for seeking a review of decisions to which the JR Act applies - that is, decisions of an administrative character made under an enactment.

The decision of a local government to apply to the Minister under section 9 of the ALA for land to be taken is a decision to which the JR Act applies and therefore could be the subject of a legal challenge under the JR Act. The decision of the Minister under section 9(5) and section 9(7) as well as the decision of the Governor in Council under section 9(6) of the ALA are also decisions to which the JR Act applies.

A person who is aggrieved by either of these decisions (e.g. a landowner affected by a proposed resumption) could seek to challenge the decision by seeking review under the JR Act. One of the likely grounds of review is that there has been a breach of the rules of natural justice (also known as procedural fairness) during the compulsory acquisition process.

Another possible ground of review is that procedures that were required by law to be observed in relation to the making of the decision were not observed - that is, that there has been a failure to comply with the ALA.

### **Making application to the Minister**

The application to the Minister under section 9 of the ALA must be made within 12 months of the date of the NIR.



All relevant information in relation to any amendments made to the NIR at any time before the application to the Minister is made should accompany that application including details of due process followed after the service of any amended NIR.

The Minister may require the local government to furnish any further information as the Minister deems necessary with respect to the application.

Applications are to be made using the DNRME's application form. (See Application forms)

Completed applications including all required attachments are to be forwarded to the following postal address or to [acquisitions@dnrme.qld.gov.au](mailto:acquisitions@dnrme.qld.gov.au):

Government Land Acquisitions  
 Land and Native Title Services  
 Level, 3 William Street, Brisbane  
 PO Box 15216  
 CITY EAST QLD 4002

### **Multi-Parcel applications**

Where multiple parcels are required to be acquired to fulfil the intended purpose it is DNRME's procedure is to receive and process all related applications together.

### **Approval of the application**

The Governor in Council may, by gazette notice, declare that the particular land is taken under section 9(6) of the ALA.

However it is not necessary to obtain a declaration by the Governor in Council in such matters where:

- there have been no objections received in response to the NIR; and
- if the land is taken for a multi-parcel purpose – every other parcel of land required to be taken to carry out the multi-parcel purpose:
  - has also been taken under the ALA;
  - is the subject of a resumption agreement; or
  - is the subject of a notice of intention to resume for which the objection period has ended and no objections were received.

In these matters the Minister may declare under section 9(7) of the ALA that the land is taken, without referral to the Governor in Council.

### **Resumption agreements**

Section 15 of the ALA applies where the local government and the relevant interest holder agree on the taking of the land. These agreements are called 'resumption agreements'.

In certain cases set out in section 15D of the ALA, a local government may take land under a resumption agreement where all affected persons have signed a resumption agreement. In these cases there is no need to apply to the Minister or for referral to the Governor in Council.

The ALA also provides for applications to the Minister in relation to resumption agreements under section 15C.

An application to the Minister under section 15C is rarely made. However the following provides information relating to the process under section 15C for application to the Minister and taking by the Governor in Council under a resumption agreement.

Section 15C of the ALA provides for the process for the constructing authority to apply to the Minister for the taking of land. After this the Governor in Council may declare that the land is taken.

Sections 7, 8 and 9 of the ALA do not apply to the taking of land under sections 15C or 15D of the ALA.

Section 15C(2) of the ALA requires that when the local government applies to the Minister to take land under section 15C:

- the application must be made within 12 months after the date of the agreement;
- the application must be accompanied by the resumption agreement; and
- if the land to be taken is not identified in the resumption agreement as mentioned in section 7(3) of the ALA the application must be accompanied by a copy of a survey plan describing the land as a separate lot and certified as accurate by a cadastral surveyor or a plan sufficient to substantially identify the land.

Under section 15C(3) of the ALA, the Minister may require the constructing authority to provide, within a time specified by the Minister, further information with respect to the application.

Section 15C(4) of the ALA provides that the Minister must consider the following to ensure that the land to be taken may be taken and should be taken for the purpose for which it is proposed to be taken:

- every application made under this section, including the agreement and any copy of the plan of survey, or a plan sufficient to substantially identify the land, accompanying the application;
- any particulars and information given about the application under section 15C(3) of the ALA.

The local government should be aware of the Minister's obligations under section 15C(4) of the ALA and ensure that it provides all relevant information in the application made under section 15C to enable the Minister to be satisfied of these issues.

## **Seek legal advice**

If the local government identifies that any matter in this document may not have been attended to in accordance with the ALA, DNRME recommends that the local government seek legal advice.

It is important to clarify whether a failure to attend to these matters amounts to an irregularity in the resumption process. If so, proceeding with the application to the Minister in light of the irregularity may give rise to a successful legal challenge. For example, if the resumption proceeds without correcting



the irregularity, the resumption could be challenged on the grounds that the resumption was invalid because:

- procedures that were required by law to be observed in relation to the making of the decision were not observed (section 20(2)(b) of the JR Act); or
- that the decision was not authorised by the enactment under which it was purported to be made (section 20(2)(d) of the JR Act).

## **Procedure after publication of the taking of land notice**

After the taking of land notice is published in the Government Gazette in accordance with section 9(6) or section 9(7) of the ALA, the estate and interest of every person entitled to the whole or any part of the land taken is converted into a right to claim compensation under the ALA (see section 12(5) of the ALA).

Under section 12(7) of the ALA, the local government must serve a copy of the taking of land notice on every person who to its knowledge is entitled pursuant to section 18 of the ALA to claim compensation or is a mortgagee of the land.

DNRME will not be involved in any compensation negotiations with the affected parties. It is the responsibility of the relevant local government to deal with compensation claims.

Under section 24 of the ALA a claimant for compensation may refer his or her claim to the Land Court at any time after delivering a claim for compensation to the local government in accordance with section 19 of the ALA.

The local government may only refer the claim to the Land Court after the expiry of a period of three months after the publication of the taking of land notice.

## **Application forms**

Applications made to the Minister for approval of a resumption under section 9 of the ALA or for approval of resumption agreement under section 15C of the ALA may be made using the relevant application form.

The following application forms to assist in completion of an application, are available:

- Application Form – Section 9 of the ALA
- Application Form – Section 15C of the ALA
- Application Form – Multi-parcel purpose

Completed application forms including all required attachments are to be forwarded to the following postal address or to [acquisitions@dnrme.qld.gov.au](mailto:acquisitions@dnrme.qld.gov.au):

Government Land Acquisitions  
 Land and Native Title Services  
 Level, 3 William Street, Brisbane  
 PO Box 15216

CITY EAST QLD 4002

## 4. Legislation

Relevant legislation to the process of resuming land:

- *Acquisition of Land Act 1967*
- *Land Act 1994*
- *Judicial Review Act 1991*
- *Acts Interpretation Act 1954*
- *Local Government Act 2009*
- *Native Title Act 1993*
- *Native Title (Queensland) Act 1993*
- *Geothermal Energy Act 2010*
- *Greenhouse Gas Storage Act 2009*
- *Mineral Resources Act 1989*
- *Petroleum Act 1923*; and
- *Petroleum and Gas (Production and Safety) Act 2004*.

## 5. Related documents

"Application Form - Application for Resumption under section 9 of the *Acquisition of Land Act 1967*"

"Multi-Parcel Purpose Form - Application for Resumption under the *Acquisition of Land Act 1967* (ALA) – Multi-Parcel Purpose".

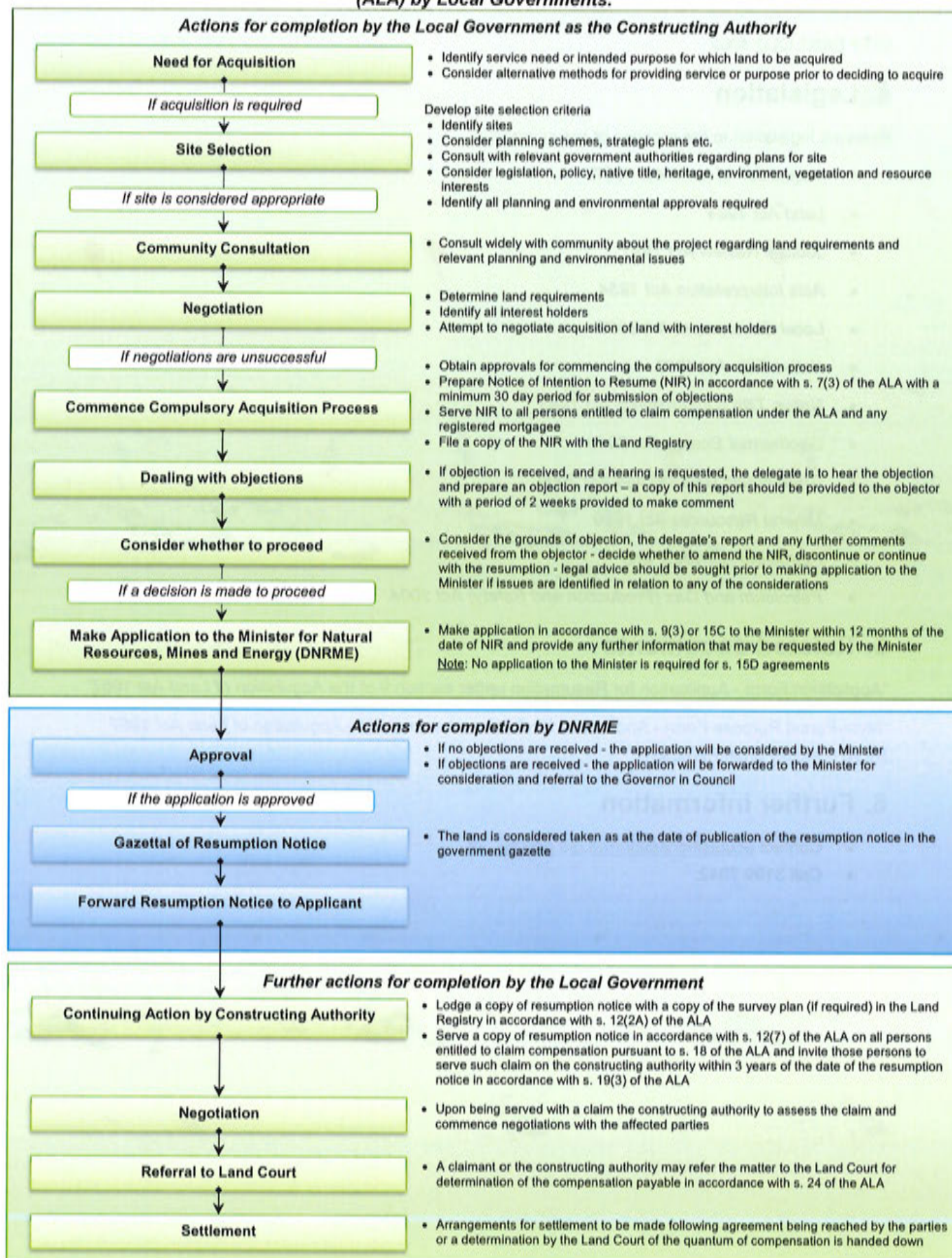
## 6. Further information

- Contact [acquisitions@dnrme.qld.gov.au](mailto:acquisitions@dnrme.qld.gov.au) , or
- Call 3199 7942.



## Attachment – Application process flowchart

### Process for the compulsory acquisition of land or an easement under the Acquisition of Land Act 1967 (ALA) by Local Governments.





**POLICY REGISTER NUMBER**

**Formerly PUX/XXX/XXX  
(include for Land only)**

**Version 4.02**

**DD MMM YYYY**

# Framework

## Acquisition of native title rights and interests by Constructing Authorities

## Approval

Position	Name	Date
Director	Anita Haenfler	Day Month Year

## Version history

Version	Effective Date	Comments
1.0	XX/XX/XXX	Created from existing un-versioned advice document

This publication has been compiled by Land Services, Department of Natural Resources, Mines and Energy.

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## Purpose

The purpose of this document is to provide constructing authorities with a framework for the compulsory taking of native title rights and interests. This framework applies where an offer has been made by the Department of Natural Resources, Mines and Energy (DNRME) to a constructing authority to lease or purchase unallocated state land for a public purpose and the extinguishment of native title rights and interests is a condition of the offer.

For the purpose of this document a reference to 'local government' refers to the role of the local government as a constructing authority or resuming authority under the ALA.

Although the intent is that this framework will assist local governments acting as constructing authorities, it is also applicable to other constructing authorities seeking to compulsorily acquire NT.

## Rationale

Local governments sometimes need to acquire unallocated state land to provide services and community facilities where the extinguishment of native title rights and interests is necessary for the issue of a deed of grant.

Native title and non-native title rights and interests are taken in accordance with section 9 of the *Acquisition of Land Act 1967* (ALA), section 144 of the *Native Title (Queensland) Act 1993* (NT(Q)A) and section 24MD of the *Native Title Act 1993 (Commonwealth)* (NTA).

Where a local government makes an application for the taking of native title rights and interests the application is made to the Minister for Natural Resources, Mines and Energy.

DNRME is the department responsible for processing applications made to the Minister under the ALA, the NT(Q)A and the NTA.

## General principles and a framework for the taking of native title rights and interests

General principles and a framework to consider when adopting the process for the compulsory acquisition of native title rights and interests are outlined in the following pages.

A flowchart showing this framework is included at Attachment 1. The flowchart should be read in conjunction with this document.

## Native title and non-native title rights and interests

Section 24MD 2(b) of the NTA requires that the whole, or the equivalent part, of all non-native title rights and interests, in relation to the land or waters to which the native title rights and interests that are compulsorily acquired relate, is also acquired (whether compulsorily or by surrender, cancellation or resumption or otherwise) in connection with the compulsory acquisition of the native title rights and interests.

For the purposes of the NTA an "interest" in relation to land and water is defined in very broad terms to mean;

- a legal or equitable estate or interest in the land or waters; or



- any right (including a right under an option and a right to resumption) charge, power, or privilege over, or in connection with
  - the land and water; or
  - an estate or interest in the land or water.

## Resource interests

DNRME's position on proposed native title rights and interests acquisitions is that it is necessary to acquire all resource interests, including exploration permits and information permits, having regard to the provision in section 24MD of the NTA. A resource interest granted under legislation such as the *Mineral Resources Act 1989* is a non-native title right and interest and must be resumed (with all other non-native title rights and interests) if native title rights and interests are to be acquired.

The constructing authority should consider resource interests and all other non-native title interests before commencing the compulsory acquisition of native title rights and interests.

To do this the constructing authority should:

- Undertake a search for any resource interests that may exist in the land over which native title rights and interests are to be acquired, thus being affected by the taking, by obtaining a "Local Area Mining Report" from the following website - <https://www.business.qld.gov.au/industry/mining/mining-online-services/mining-permit-search>;
- Determine the names and addresses of any affected resource interest holders by obtaining a "Resource Authority Public Report" from the same website - <https://www.business.qld.gov.au/industry/mining/mining-online-services/mining-permit-search>;
- Contact DNRME Government Land Acquisitions to ascertain if there are any issues from a 'State perspective' with the proposed resumption of the resource interest. It may be determined that the sterilisation of a particular resource interest is undesirable and should remain in place with the proposed public infrastructure, for which the interest is proposed to be taken, better located elsewhere.
- If it is confirmed that there are no issues from a 'State perspective' for the taking to proceed, contact any affected resource interest holders to commence negotiation of a surrender or cancellation of part of the resource interest affected by the acquisition of native title rights and interests.
- In the event that agreement is not achieved to surrender or cancel that part of the interest, the constructing authority should proceed with compulsory acquisition of the resource interest in conjunction with the acquisition of the native title rights and interests.

## Commencing the compulsory acquisition process

In the event that negotiations with the relevant native title body are unsuccessful by way of an Indigenous Land Use Agreement, the following should occur:

- The constructing authority is to obtain required approvals to commence the compulsory acquisition process. For example: approval by council resolution to proceed with the acquisition; and

- Notices of Intention to Acquire (NIA) pursuant to section 7 of the ALA, section 144 of the NT(Q)A and section 24MD of the NTA should be prepared and served on all parties with an interest in the relation to native title rights and interests.

## **Matters relating to the Notice of Intention to Acquire (NIA)**

The ALA sets out the requirements of the NIA. In reviewing applications for compulsory acquisition of native title rights and interests, DNRME will consider the following matters:

- Was the NIA prepared and served in accordance with the requirements of section 7 of the ALA?
  - Sections 7(2), 7(2A) and 7(2B) of the ALA set out the service requirements for the NIA; and
  - Section 7(3) of the ALA sets out the requirements for a valid NIA.
- Has the NIA been served on all interested parties such as native title claimants, representative bodies and resource interest holders?
- Is the area adequately described?
- Were those parties served with the NIA provided with at least 30 days from the date of receipt of the NIA to serve an objection in writing in accordance with section 7(3)(d) of the ALA?
- Did the NIA specify the objection rights and obligations as set out in section 7(3)(e) of the ALA?
- Did the NIA state that the local government was willing to negotiate as set out in section 7(3)(f) of the ALA?
- Did the NIA advise of the availability of documentation relevant to the proposed acquisition?
- Was a background information statement explaining the reasons for the acquisition provided with the NIA? This background information document should contain the description of the land, the purpose for which the land is being acquired, the benefit to the community/public of the taking, details of any alternative land investigated and also the reasons why the land is preferred.
- Does the NIA contain a statement confirming that:
  - if the proposed acquisition is for the purposes of section 26(1)(c)(iii)(A) of the NTA, the purpose of the acquisition is to confer rights or interests in relation to the land or waters concerned on the Government party; or
  - if the proposed acquisition is for the purposes of section 26(1)(c)(iii)(B) of the NTA, the purpose of the acquisition is to provide an infrastructure facility.
- Does the right to negotiate apply under section 26 of the NTA.
- Has the NIA been amended at any time before the application was made to the Minister? If so, the local government should include all relevant information in relation to the amendments made to the NIA and details of due process following the service of any amended NIA?
- Has a copy of the NIA been lodged with the Titles Office? (If the NIA relates to land under the Land Title Act 1994. See section 7(4) of the ALA).
- Has the application to the Minister under section 9 of the ALA been made by the local government within 12 months of the date of the NIA as set out in section 9(2) of the ALA?
- Is the local government authorised under section 5 of the ALA to acquire the native title rights and interests for the purpose set out in the NIA?



- Was there a valid delegation in place for the officer(s) to issue NIAs, hear objections, prepare objection hearing reports and make the application?
- If a delegate of the local government as the constructing authority heard the objection, was there a sufficient degree of independence and impartiality in the exercise or performance by the delegate of this function and was consideration given to appointing an independent lawyer or appropriately qualified third party?
- Was the objector/s provided with a copy of the objection report and any new reports or material and given fourteen (14) days to provide comments?
- Has the council considered the objection, objection reports and other related correspondence before resolving to proceed/amend/discontinue the acquisition?

If the local government identifies that any of these matters may not have been attended to in accordance with the ALA, DNRME recommends that the local government give further consideration to these matters and if necessary to seek its own legal advice.

It is important to consider whether a failure to attend to these matters amounts to an irregularity in the resumption process. If so, proceeding with the application to the Minister in light of the irregularity may give rise to a successful legal challenge. For example, if the resumption proceeds without correcting the irregularity, the resumption could be challenged on the grounds that the resumption was invalid because:

- procedures that were required by law to be observed in relation to the making of the decision were not observed - section 20(2)(b) of the *Judicial Review Act 1991* (JR Act); or
- that the decision was not authorised by the enactment under which it was purported to be made - section 20(2)(d) of the JR Act.

## Natural Justice / Procedural Fairness

DNRME's position is that the local government is to provide the objector with a copy of the objection report and any new reports or material for comment prior to making a decision on whether to proceed with the resumption. The objector is to be provided with fourteen (14) days to consider this report and submit any further comment regarding the objection.

The Minister wishes to ensure that all takings of native title rights and interests comply with the requirements of the relevant legislation and natural justice/procedural fairness to ensure that any legal challenges are kept to a minimum.

The JR Act sets out a process for seeking a review of decisions to which that JR Act applies - that is, decisions of an administrative character made under an enactment.

The decision of a local government to apply to the Minister under section 9 of the ALA, section 144 of the NT(Q)A and section 24MD of the NTA for native title rights and interests to be taken is a decision to which the JR Act applies and therefore could be the subject of a legal challenge under the JR Act. The decision of the Governor in Council to approve the compulsory acquisition of native title rights and interests under the relevant legislation is also a decision to which the JR Act applies.

## Matters to be addressed when preparing an application to the Minister

A constructing authority undertaking the compulsory acquisition of native title rights and interests must comply with the requirements of section 9 of the ALA.

### Requirements of section 9 of the ALA

The constructing authority may make application to the Minister to take native title rights and interests.

The application should contain the following:

- a copy of the relevant NIA and also any further notice amending the same served under section 7 of the ALA;
- a copy of a plan of survey of the land or a plan sufficient to substantially identify the area over which native title rights and interests are being acquired;
- a list of the names and addresses last known to the constructing authority of all persons who to the knowledge of the constructing authority are entitled pursuant to section 18 of the ALA to claim compensation;
- a statement as to those persons entitled to claim compensation who have not been served with the NIA, the manner in which such service was attempted and the reasons for failure to effect it;
- a statement as to whether or not any person objected in terms of the NIA and, in the case of such an objection, the name(s) of any objector, a copy of every objection, and a report by the constructing authority thereon;
- a copy of the resolution by the constructing authority approving to proceed with the application for the taking of native title rights and interests and any non-native title interests. If there are any objections the resolution should show that the objections, the objection report and other relevant reports and documents have been considered by the constructing authority in determining that the acquisition should continue and an application be made to the Minister.
- a copy of an 'in principle' offer including to purchase/lease the land made by a regional DNRME office; and,
- any additional information should also be included in the application which may assist the Minister in their consideration of the proposed acquisition.

It is emphasised that the Minister may also require and request further information with respect to the application.

### Requirements of section 9(5) of the ALA

This section of the ALA provides that the Minister must consider every application and accompanying material to ensure that:

- the land or native title rights and interests to be taken may be taken and should be taken for the purpose for which it is proposed to be taken;
- the constructing authority has taken reasonable steps to comply with section 7 and section 8 of the ALA; and



- if the notice of intention to acquire has not been served on the relevant person as defined in section 7(6) of the ALA that the failure to do so was due to circumstances beyond the control of the constructing authority.

DNRME recommends that the local government also consider these matters described above before making the application to the Minister. By reviewing these issues the local government will be helping to ensure that the application to the Minister is properly made and that the local government is open to the Minister considering whether to proceed with the taking of the native title rights and interests under the ALA.

### **Other inclusions and considerations**

The local government must also consider the following and provide the relevant documentation when making an application to the Minister:

- Has an offer "in principle" for the sale/lease/trusteeship of the land been made by the Regional Office of DNRME with a condition to address native title?
- Has the offer been accepted pending the satisfaction of native title requirements?
- A copy of offer and related document is to be included in the application for acquisition.

### **Statutory declaration**

A statutory declaration stating that the local government undertakes to immediately proceed to purchase the land upon compulsory acquisition of the native title rights and interests (if any) over the land is required to accompany the application. This is to avoid the situation where native title rights and interests are acquired for a particular purpose and the local government does not actually proceed with the purchase/lease of the land.

### **Other Matters**

- Has the application to the Minister been made by the constructing authority within 12 months of the date of the NIA as set out in section 9(2) of the ALA?
- Has approval relating to relevant Government Land Policies been obtained from the Economic Development Board (if necessary)?

### **Gazettal of the Taking Notice**

The Minister must consider every application for the taking of the native title rights and interests for referral to the Governor in Council for approval.

Upon Governor in Council approval the Taking of Native Title Notice is published in the Government gazette and the native title rights and interests are taken by the local government and extinguished as of the date of publication.

### **Procedure after the publication of gazette resumption notice**

After the gazette resumption notice is published in accordance with section 9(6) or section 9(7) of the ALA the estate and interest of every person entitled to the whole or any part of the land taken is converted into a right to claim compensation under the ALA (see section 12(5) of the ALA).

Under section 12(7) of the ALA the local government must serve a copy of the gazette resumption notice on every person who to its knowledge is entitled pursuant to section 18 of the ALA to claim compensation or is a mortgagee of the land. The same applies when dealing with the acquisition of native title rights and interests. The local government should serve every person who to its knowledge may be entitled to claim compensation as a result of the acquisition of the taking of native title rights and interests.

Compensation for the acquisition of the native title rights and interests (if any) in relation to the land and waters concerned is recoverable under and in accordance with the relevant provisions of the NTA.

DNRME will not be involved in any compensation negotiations with the affected parties. It is the responsibility of the local government or other constructing authority to deal with compensation claims.

## Application forms

Applications made to the Minister for approval of a resumption under in accordance with section 9 of the ALA, section 144 of the NT(Q)A and section 24MD of the NTA may be made using the relevant application form.

The following application forms to assist in completion of an application, are available:

- Application Form – NT Application form v. 2.01,
- Claim for Compensation Form v. 2.00.

Completed application forms including all required attachments are to be forwarded to the following postal address or to [acquisitions@dnrme.qld.gov.au](mailto:acquisitions@dnrme.qld.gov.au):

Government Land Acquisitions  
Land and Native Title Services  
Level, 3 William Street, Brisbane  
PO Box 15216  
CITY EAST QLD 4002

## Legislation

Relevant legislation to the process of resuming land:

- *Acquisition of Land Act 1967*
- *Land Act 1994*
- *Judicial Review Act 1991*
- *Acts Interpretation Act 1954*
- *Local Government Act 2009*
- *Native Title Act 1993*
- *Native Title (Queensland) Act 1993*

- *Geothermal Energy Act 2010*
- *Greenhouse Gas Storage Act 2009*
- *Mineral Resources Act 1989*
- *Petroleum Act 1923*; and
- *Petroleum and Gas (Production and Safety) Act 2004*.

## Related documents

"Application Form - Application for Resumption under section 9 of the *Acquisition of Land Act 1967*"

"Multi-Parcel Purpose Form - Application for Resumption under the *Acquisition of Land Act 1967* (ALA) – Multi-Parcel Purpose".

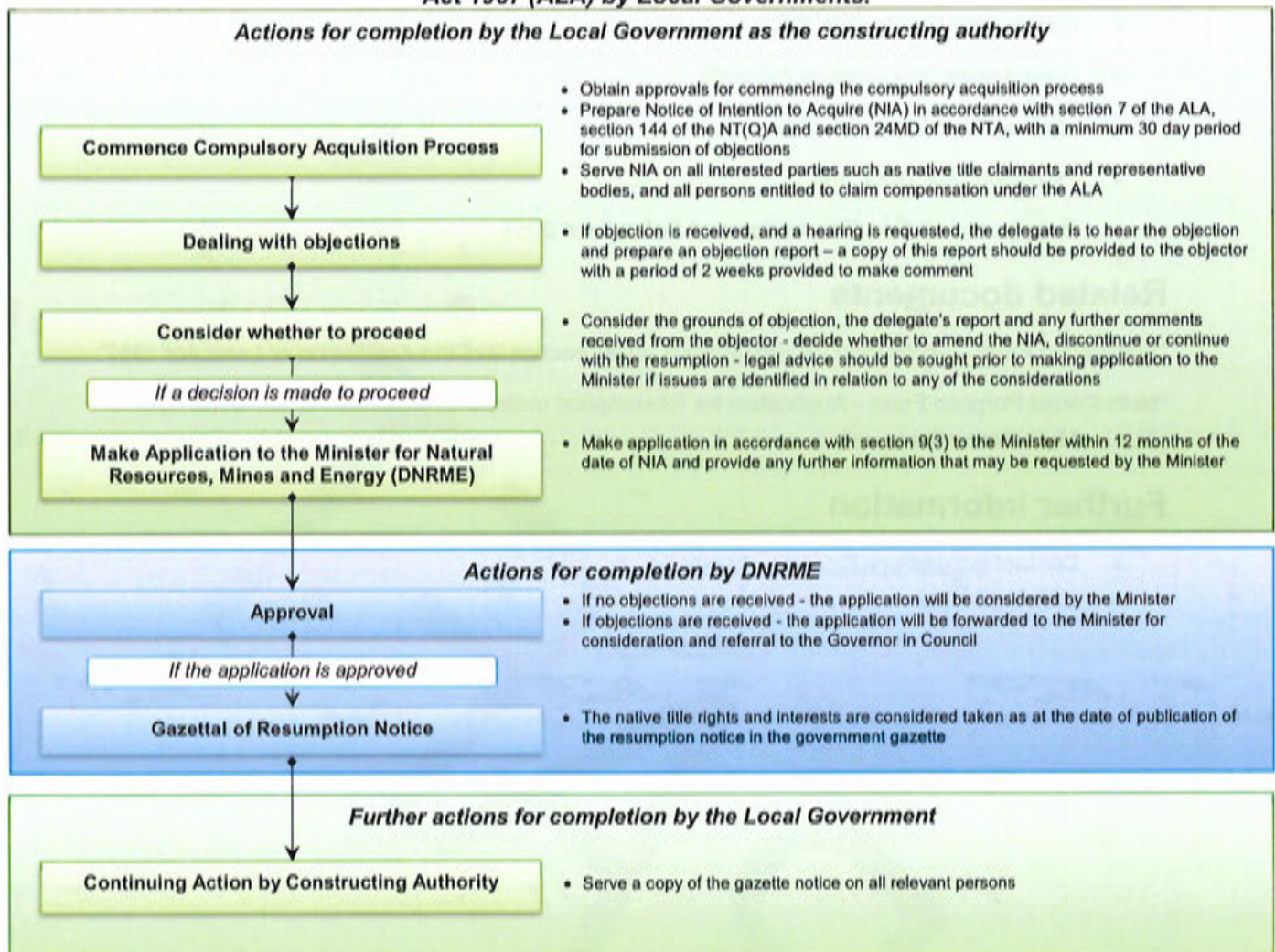
## Further information

- Contact [acquisitions@dnrme.qld.gov.au](mailto:acquisitions@dnrme.qld.gov.au) , or
- Call 3199 7942.



# Attachment – Application process flowchart

## Process for the compulsory acquisition of native title rights and interests under the Acquisition of Land Act 1967 (ALA) by Local Governments.





**9.4 Subject:** Tender for Land Sale

**Attachments:** Contract for Houses and Residential Land *InfoXpert ID: 106414*  
Annexure A – Special Conditions *InfoXpert ID: 106415*  
Lease *InfoXpert ID: 106416*

**Author:** Chief Executive Officer

**Date:** 1<sup>st</sup> August 2019

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**Executive Summary:**

Council is presented with a preliminary draft of a Contract for Houses and Residential Land, an Annexure A Special Conditions document, and a Lease; all regarding tender for land sales.

Council is asked to review these documents and confirm whether updates are required.

**Recommendation:**

*That Council*

- (a) approves the preliminary draft of the Contract for Houses and Residential Land, the Annexure A Special Conditions, and the Lease documents with advises of;*
- i. Any updates required to the Contract for Houses and Residential Land; and*
  - ii. Any updates required to the Special Conditions of Annexure A Special Conditions; and*
  - iii. Instructions as to the key terms, including any concessions Council may consider granting to Lessee's/Buyers regarding the Lease.*

*OR*

- (b) Determines that there are no applicable exemptions and proceeds to go to tender.*

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**Background:**

**Annexure A Special Conditions**

- Special Conditions 1 and 2 – These clauses provide that the Buyer is purchasing the Lot ‘as is where is’. This will limit the rights of the Buyer to pull out of the Contract in the event defects are discovered. This is appropriate given the Buyer will be granted a Lease to complete construction and will limit the risk of a Buyer pulling out of a Contract with improvements partially constructed;
- Special Conditions 3 and 4 – These clauses are interchangeable depending on whether the Buyer has any requirement for a Finance application. If the Buyer requires Finance the Lease will only be granted once their application is approved;
- Special Condition 5 – a breach of the Lease will be taken to be a breach of the Contract. The Contract will immediately come to an end and the Deposit must be refunded;
- Special Condition 6 – Settlement must occur on or before the Expiry Date of the Lease. This date may be extended by mutual agreement of the parties or the Contract and Lease may be terminated.

**Key Construction Terms of the Lease**



Please note the highlighted prompts of the Lease

- Clause 11 – if the Premises are partly damaged during the Term the Lessee is obliged to restore it. If the Premises is wholly damaged the Lessee must either restore it or Council may terminate the Lease and require the Lessee to restore the Premises to its condition as at the Commencement Date (vacant land);
- Clause 12 – provides for the development of the land prior to the Expiry Date. Approvals must be obtained within 6 months of the Commencement Date and construction must occur no later than 6 months from the issue of any approvals. Please review the clause and ensure it meets Council's requirements here;
- Clause 14 – if Settlement does not occur all improvements must be removed if demanded by Council. If not removed, Council may deem them abandoned and deal with them as it sees fit or dispose of them.

**Comments:**

Nil

**Consultation:**

Chief Executive Officer  
Department of Natural Resources, Mines and Energy

**Legislative:**

Nil

**Policy Implications:**

Nil

**Financial and Resource Implications:**

Nil

**InfoXpert Document ID:**

106403

# Contract for Houses and Residential Land

*Fifteenth Edition*

*This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.*

**The Seller and Buyer agree to sell and buy the Property under this contract.**

## REFERENCE SCHEDULE

Contract Date: \_\_\_\_\_

### SELLER'S AGENT

NAME:	N/A		
ABN:	_____	LICENCE NO:	_____
ADDRESS:	_____		
SUBURB:	_____	STATE:	_____
PHONE:	_____	MOBILE:	_____
	_____	FAX:	_____
	_____	EMAIL:	_____

### SELLER

NAME:	McKinlay Shire Council		ABN:	_____
ADDRESS:	PO Box 177			
SUBURB:	JULIA CREEK	STATE:	QLD	POSTCODE:
PHONE:	07 4746 7166	MOBILE:	_____	FAX:
	_____		_____	EMAIL:
	_____		_____	ceo@mckinlay.qld.gov.au

NAME:	_____	ABN:	_____
ADDRESS:	_____		
SUBURB:	_____	STATE:	_____
PHONE:	_____	MOBILE:	_____
	_____	FAX:	_____
	_____	EMAIL:	_____

### SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

NAME:	Preston Law		
REF:	JC:190744	CONTACT:	Julianna Cuda
ADDRESS:	PO Box 707N		
SUBURB:	NORTH CAIRNS	STATE:	QLD
PHONE:	07 4052 0700	MOBILE:	_____
	_____	FAX:	07 4052 0777
	_____	EMAIL:	jcuda@prestonlaw.com.au

InfoXpert ID: 106272

INITIALS (Note: Initials not required if signed with Electronic Signature)

**BUYER**

NAME:				ABN:	
ADDRESS:					
SUBURB:			STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:		

NAME:				ABN:	
ADDRESS:					
SUBURB:			STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:		

**BUYER'S AGENT** *(if applicable)*

NAME:			
ABN:		LICENCE NO:	
ADDRESS:			
SUBURB:			STATE: POSTCODE:
PHONE:	MOBILE:	FAX:	EMAIL:

**BUYER'S SOLICITOR**■ *or other solicitor notified to the Seller*

NAME:			
REF:	CONTACT:		
ADDRESS:			
SUBURB:			STATE: POSTCODE:
PHONE:	MOBILE:	FAX:	EMAIL:

**PROPERTY**

<b>Land:</b>	ADDRESS:				
	SUBURB:	McKinlay	STATE:	QLD	POSTCODE: 4823
		<input type="checkbox"/> Built On <input checked="" type="checkbox"/> Vacant			
<b>Description:</b>	Lot:				
	On:				
<b>Title Reference:</b>					
<b>Area:</b>	■ <i>more or less</i>		Land sold as:	<input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Leasehold	■ <i>if neither is selected, the land is treated as being Freehold</i>
<b>Present Use:</b>	Vacant				
<b>Local Government</b>	McKinlay Shire Council				

InfoXpert ID: 106272

INITIALS (Note: Initials not required if signed with Electronic Signature)

Excluded Fixtures:

N/A

Included Chattels:

N/A

PRICE

Deposit Holder:

Preston Law

Deposit Holder's Trust Account:

Preston Law Trust Account

Bank: ANZ

BSB: 014 734

Account No: 835 827 858

Purchase Price:

\$

■ Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit:

\$

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

Default Interest Rate:

\$

Balance Deposit (if any) payable on:

%

■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

FINANCE

Finance Amount:

\$

■ Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier:

Finance Date:

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:

N/A

■ If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

Is the Property sold subject to any Encumbrances?  No  Yes, listed below:

■ **WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

Tenancies:

TENANTS NAME: N/A

■ If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\$

\$

InfoXpert ID: 106272

INITIALS (Note: Initials not required if signed with Electronic Signature)



**Managing Agent:**

AGENCY NAME: N/A

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

FAX:

MOBILE:

EMAIL:

**POOL SAFETY****Q1.** Is there a pool on the Land or on an adjacent land used in association with the Land?

- Yes
- No Clause 4.2 of this contract does not apply

■ **WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.

**Q2.** If the answer to Q1 is Yes, is there a Compliance or Exemption Certificate for the pool at the time of contract?

- Yes Clause 5.3(1)(f) applies
- No Clause 4.2 applies (except for auction and some other excluded sales)

■ **WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.

**Q3.** If the answer to Q2 is No, has a Notice of no pool safety certificate been given prior to contract?

- Yes
- No

■ If there is a pool on the Land and Q2 is not completed then clause 4.2 applies.

■ Note: This is an obligation of the Seller under Section 16 of the Building Regulation 2006.

**POOL SAFETY INSPECTOR**

Pool Safety Inspector:

N/A

■ The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.

Pool Safety Inspection Date:

N/A

■ Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

**ELECTRICAL SAFETY SWITCH AND SMOKE ALARM***This section must be completed unless the Land is vacant.*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

*(select whichever is applicable)*

- Installed in the residence
- Not installed in the residence

■ **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

The Seller gives notice to the Buyer that a Compliant Smoke Alarm(s) is/are:

*(select whichever is applicable)*

- Installed in the residence
- Not installed in the residence

■ **WARNING:** Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.

InfoXpert ID: 106272

INITIALS (Note: Initials not required if signed with Electronic Signature)

The Seller gives notice to the Buyer in accordance with Section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:  
(select whichever is applicable)

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

■ **WARNING:** Failure to comply with s83 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

**GST WITHHOLDING OBLIGATIONS**

Is the Buyer registered for GST and acquiring the Land for a creditable purpose?  
(select whichever is applicable)

- Yes
- No

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:  
(select whichever is applicable)

<input type="checkbox"/>	the Buyer is <i>not</i> required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
<input type="checkbox"/>	the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

■ **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

■ **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

**SPECIAL CONDITIONS**

See Annexure A - Special Conditions

**SETTLEMENT**

**SETTLEMENT DATE:**

- *or the next Business Day if that is not a Business Day in the Place for Settlement.*

**PLACE FOR SETTLEMENT:**

Cairns

- *If Brisbane is inserted, this is a reference to Brisbane CBD.*

**SIGNATURES**

**The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period.**

**It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.**

**BUYER:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

By placing my signature above I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

[**Note:** No witness is required if the Buyer signs using an Electronic Signature]

**SELLER:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

By placing my signature above I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

[**Note:** No witness is required if the Seller signs using an Electronic Signature]

**DEPOSIT HOLDER:** \_\_\_\_\_

- *Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.*

# TERMS OF CONTRACT

## FOR HOUSES AND RESIDENTIAL LAND

### 1. DEFINITIONS

#### 1.1 In this contract:

- (1) terms in **bold** in the Reference Schedule have the meanings shown opposite them; and
- (2) unless the context otherwise indicates:
- (a) **“Approved Safety Switch”** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
  - (b) **“ATO”** means the Australian Taxation Office;
  - (c) **“ATO Clearance Certificate”** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
  - (d) **“Balance Purchase Price”** means the Purchase Price, less the Deposit, adjusted under clause 2.6;
  - (e) **“Bank”** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
  - (f) **“Bond”** means a bond under the Residential Tenancies and Rooming Accommodation Act 2008;
  - (g) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
  - (h) **“Business Day”** means a day other than:
    - (i) a Saturday or Sunday;
    - (ii) a public holiday in the Place for Settlement; and
    - (iii) a day in the period 27 to 31 December (inclusive);
  - (i) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
  - (j) **“Compliance or Exemption Certificate”** means:
    - (i) a Pool Safety Certificate; or
    - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
    - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
  - (k) **“Compliant Smoke Alarm”** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
  - (l) **“Contract Date”** or **“Date of Contract”** means the date inserted in the Reference Schedule;
  - (m) **“Court”** includes any tribunal established under statute.
  - (n) **“Electronic Signature”** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
  - (o) **“Encumbrances”** includes:
    - (i) unregistered encumbrances;
    - (ii) statutory encumbrances; and
    - (iii) Security Interests.
  - (p) **“Essential Term”** includes, in the case of breach by:
    - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
    - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential.
  - (q) **“Financial Institution”** means a Bank, building society or credit union;
  - (r) **“General Purpose Socket Outlet”** means an electrical socket outlet as defined in the *Electrical Safety Regulations 2013*;
  - (s) **“GST”** means the goods and services tax under the GST Act;
  - (t) **“GST Act”** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
  - (u) **“GST Withholding Amount”** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation.
  - (v) **“Improvements”** means fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
  - (w) **“Keys”** means keys, codes or devices in the Seller’s possession or control for all locks or security systems on the Property or necessary to access the Property;
  - (x) **“Notice of no pool safety certificate”** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
  - (y) **“Notice of nonconformity”** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
  - (z) **“Outgoings”** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
  - (aa) **“Pest Inspector”** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
  - (bb) **“Pool Safety Certificate”** has the meaning in section 231C(a) of the *Building Act 1975*;
  - (cc) **“Pool Safety Inspection Date”** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
    - (i) the Inspection Date for the Building and/or Pest Inspection; or
    - (ii) 2 Business Days before the Settlement Date
  - (dd) **“Pool Safety Requirements”** means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
  - (ee) **“Pool Safety Inspector”** means a person authorised to give a Pool Safety Certificate;
  - (ff) **“PPSR”** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
  - (gg) **“Property”** means:
    - (i) the Land;
    - (ii) the Improvements; and
    - (iii) the Included Chattels;
  - (hh) **“Rent”** means any periodic amount payable under the Tenancies;
  - (ii) **“Reserved Items”** means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;
  - (jj) **“Security Interests”** means all security interests registered on the PPSR over Included Chattels and Improvements;
  - (kk) **“Transfer Documents”** means:
    - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
    - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;

INITIALS (Note: Initials not required if signed with Electronic Signature)

- (ll) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (mm) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

## 2. PURCHASE PRICE

### 2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

### 2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

### 2.3 Investment of Deposit

- If:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

### 2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
  - (a) if this contract settles, the Seller;
  - (b) if this contract is terminated without default by the Buyer, the Buyer; and
  - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

### 2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
  - (a) includes a cheque drawn by a building society or credit union on itself;
  - (b) does not include a cheque drawn by a building society or credit union on a Bank;

and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
  - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
  - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (i) an ATO Clearance Certificate; or
    - (ii) a variation notice under s14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
  - (d) the Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
  - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Land and Improvements; and
  - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer, in which case the market value of the Land and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
  - (b) prior to settlement the Buyer must lodge with the ATO:
    - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
    - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
  - (c) on or before settlement, the Buyer must give the Seller copies of:
    - (i) the Form 1;
    - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
    - (iii) confirmation from the ATO that the Form 2 has been lodged; and
    - (iv) a completed ATO payment slip for the Withholding Amount;
  - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
  - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

### 2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or

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- (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
    - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
    - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
  - (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
  - (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
  - (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
  - (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
  - (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
  - (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
  - (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
  - (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
  - (12) The cost of Bank cheques payable at settlement:
    - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
    - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
  - (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
  - (14) Upon written request by the Buyer, the Seller will, prior to Settlement, give the Buyer a written statement, supported by reasonable evidence, of –
    - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
    - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

### 3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
  - (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
  - (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

### 4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY

#### 4.1 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
  - (a) a satisfactory Inspector's report under clause 4.1(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (b) clause 4.1(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

#### 4.2 Pool Safety

- (1) This clause 4.2 applies if:
  - (a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
  - (b) this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- (2) This contract is conditional upon:
  - (a) the issue of a Pool Safety Certificate; or
  - (b) a Pool Safety Inspector issuing a Notice of nonconformity stating the works required before a Pool Safety Certificate can be issued,

by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
  - (a) the Buyer to arrange the inspection; and
  - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
  - (a) terminates this contract; or
  - (b) waives the benefit of this clause 4.2;

The Buyer must act reasonably.
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).

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- (7) The right of a party to terminate under this clause 4.2, ceases upon receipt by that party of a copy of a current Pool Safety Certificate.
- (8) If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

## 5. SETTLEMENT

### 5.1 Time and Date

- (1) Settlement must occur between 9am and 4pm AEST on the Settlement Date.
- (2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the land registry office in or nearest to the Place for Settlement.

### 5.2 Transfer Documents

- (1) The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue nearest the Place for Settlement for stamping before settlement.

### 5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - (a) any instrument of title for the Land required to register the transfer to the Buyer; and
  - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (d) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
  - (e) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
- (2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
- (3) If the Keys are not delivered at Settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

### 5.4 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
- (3) manufacturers' warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements; to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

### 5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

### 5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.

- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

### 5.7 Consent to Transfer

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

## 6. TIME

### 6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

### 6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Natural Disaster but does not apply where the inability is attributable to:
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Natural Disaster on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Natural Disaster, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended;
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
  - (a) "**Affected Party**" means a party referred to in clause 6.2(1);
  - (b) "**Natural Disaster**" means a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
  - (c) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
  - (d) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Natural Disaster.

## 7. MATTERS AFFECTING THE PROPERTY

### 7.1 Title

The Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

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## 7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

## 7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

## 7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract at settlement:
  - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
  - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
  - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
  - (d) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3)(a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
  - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
  - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
  - (i) terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
  - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) The Seller does not warrant that the Present Use is lawful.

## 7.5 Survey and Mistake

- (1) The Buyer may survey the Land.
- (2) If there is:
  - (a) an error in the boundaries or area of the Land;
  - (b) an encroachment by structures onto or from the Land; or
  - (c) a mistake or omission in describing the Property or the Seller's title to it;which is:
  - (d) immaterial; or
  - (e) material, but the Buyer elects to complete this contract;the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

## 7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("Work or Expenditure") must be fully complied with:
  - (a) if issued before the Contract Date, by the Seller before the Settlement Date;
  - (b) if issued on or after the Contract Date, by the Buyer.

- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.
- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 246AG, 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property.
- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

## 7.7 Property Adversely Affected

- (1) If at the Contract Date:
  - (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - (c) access or any service to the Land passes unlawfully through other land;
  - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
  - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
  - (h) there is a charge against the Land under s104 of the *Foreign Acquisitions and Takeovers Act 1975*, and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

## 7.8 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

## 8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

### 8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

### 8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement; and
- (4) once to value the Property before settlement.

### 8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or

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Tenancies that may significantly alter them or result in later expense for the Buyer.

- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer to perform.

#### 8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR; and
- (4) further copies or details if those previously given cease to be complete and accurate.

#### 8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
  - (a) create a relationship of landlord and tenant; or
  - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

### 9. PARTIES' DEFAULT

#### 9.1 Seller and Buyer May Affirm or Terminate

Without limiting any other right or remedy of the parties including those under this contract or any right at common law, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.

#### 9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

#### 9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

#### 9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

#### 9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

#### 9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
  - (a) any deficiency in price on a resale; and
  - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale;provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

#### 9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

#### 9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

#### 9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
  - (a) on any amount payable under this contract which is not paid when due; and
  - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
  - (a) under clause 9.9(1)(a), from the date it is due until paid; and
  - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

### 10. GENERAL

#### 10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a buyer.

#### 10.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.

#### 10.3 Duty

The Buyer must pay all duty on this contract.

#### 10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or required to be given by law may be given by:
  - (a) delivering or posting to the other party or its solicitor; or
  - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
  - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
  - (a) 5 Business Days after posting;
  - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
  - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

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## 10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

## 10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

## 10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

## 10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

## 10.9 Interpretation

### (1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a body corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

### (2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

### (3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

### (4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

### (5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

## 10.10 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

## 11. ELECTRONIC SETTLEMENT

### 11.1 Application of Clause

- (1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) Clause 11 (except clause 11.5(2)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

### 11.2 Completion of Electronic Workspace

- (1) The parties must:
  - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (b) do everything else required in the Electronic Workspace to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;

- (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.

- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2(4)(a);
  - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

### 11.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1) and 2.5(3)(f).
- (3) The Seller and Buyer will be taken to have complied with:
  - (a) clause 2.5(3)(c),(e) and (f); and
  - (b) clause 2.5(5)(d) and (e),(as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clauses 5.3(1)(b) and (c) if, at settlement, the Electronic Workspace contains Transfer Documents and (if applicable) releases of the Encumbrances (other than releases of Encumbrances referred to in clause 11.3(5)) for Electronic Lodgement in the Land Registry.
- (5) The Seller will be taken to have complied with clause 5.3(1)(c), (d), (e) and (f) if the Seller's Solicitor:
  - (a) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
  - (b) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
  - (c) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (6) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (7) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.

### 11.4 Computer System Unavailable

- (1) If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Office of State Revenue, Reserve Bank, a Financial Institution or PEXA is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.
- (2) A party is not required to settle if Electronic Lodgement is not available. If the parties agree to Financial Settlement without Electronic Lodgement, settlement is deemed to occur at the time of Financial Settlement.

### 11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - (a) the transaction is not a Qualifying Conveyancing Transaction; or

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INITIALS (Note: Initials not required if signed with Electronic Signature)

- (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to PEXA; or
  - (c) the Buyer's or Seller's Financial Institution is unable to settle using PEXA.
- (3) If clause 11.5(2) applies:
- (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

#### 11.6 Costs

Each party must pay its own fees and charges of using PEXA for Electronic Settlement.

#### 11.7 Definitions for clause 11

In clause 11:

“**Digitally Sign**” and “**Digital Signature**” have the meaning in the ECNL.

“**ECNL**” means the Electronic Conveyancing National Law (Queensland).

“**Electronic Conveyancing Documents**” has the meaning in the *Land Title Act 1994*.

“**Electronic Lodgement**” means lodgement of a document in the Land Registry in accordance with the ECNL.

“**Electronic Settlement**” means settlement facilitated by PEXA.

“**Electronic Workspace**” means a shared electronic workspace within PEXA that allows the Buyer and Seller to affect Electronic Lodgement and Financial Settlement.

“**Financial Settlement**” means the exchange of value between Financial Institutions in accordance with the Financial Settlement Schedule.

“**Financial Settlement Schedule**” means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

“**PEXA**” means the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions and lodgement of Land Registry documents.

“**Qualifying Conveyancing Transaction**” means a transaction that is not excluded for Electronic Settlement by the rules issued by PEXA, Office of State Revenue, Land Registry, or a Financial Institution involved in the transaction.

## 12. ELECTRONIC CONTRACT AND DISCLOSURE

### 12.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

### 12.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.

## ANNEXURE A SPECIAL CONDITIONS

### 1. EXCLUDED AND AMENDED TERMS

#### 1.1. Printed Provisions

The REIQ Terms of Contract for Houses and Residential Land (**Standard Terms**) apply to this Contract except as are excluded or modified by these Special Conditions.

#### 1.2. Exclusions

The following clauses of the Standard Terms are varied in the following respects:

- (a) Clauses 2.3, 2.4, 4, 5.4, 5.5, 5.6, 5.7, 7.4(1)-(4), 7.5(2)-(4), 7.6, 7.7, 8.2, 8.3, 8.5 and 11 deleted;
- (b) The following clauses are amended as follows:
  - a. Clause 8.1 is deleted and replaced as follows:
    - i. *"The Property shall be at the risk of the Buyer on and from the Contract Date."*

### 2. CONDITION OF PROPERTY

2.1. The Buyer is taken to have inspected the Property and accepts it in its present condition "as is where is" and subject to:

- (a) Any legal, physical, patent or latent defects;
- (b) all existing ways, easements and encroachments (if any) and to all statutes affecting the same or any part or parts thereof and to all orders and regulations made thereunder respectively; and
- (c) all requisitions, orders and notices whatsoever issued by any competent authority in respect of the Property and requiring works to be performed on, about or in respect of the Property.

2.2. The Buyer:

- (a) does not rely on any representations, warranties or information provided or statements about the Property made by or on behalf of the Seller, other than as expressly set out in this Contract;
- (b) acknowledges that it has not been induced to enter into this Contract by any representation, warranty or information provided by the Seller, or their respective employees or agents;
- (c) acknowledges that it has satisfied itself about:
  - (i) the quality and state of repair and condition of the Property;



- (ii) the purposes for which the Property can be used (including, without limitation, any restrictions on its use or development);
- (iii) whether the current use of the Property is authorised by the relevant town planning authority;
- (iv) the fitness and suitability of the Property for any particular purpose;
- (v) the existence or otherwise of necessary approvals and licences from authorities relating to the Property;
- (vi) the existence of any hazardous contaminant within the meaning of the *Environmental Protection Act 1994*.
- (vii) the present and future economic feasibility, viability and economic return of the Property; and
- (viii) the value of the Property.

2.3. The Buyer is not entitled to:

- (a) make any claim for compensation or damages;
- (b) seek a reduction in the Purchase Price;
- (c) delay completion;
- (d) make any objection;
- (e) be discharged from this Contract; or
- (f) terminate this Contract,

for or because of:

- (i) any reservation, Encumbrance, lien or interest to which this Contract is made subject that was capable of discovery by the Buyer prior to entry into this contract;
- (ii) any minor error, minor misstatement or minor omission in the description or particulars of the Property in this Contract (including the area or boundaries of the Property);
- (iii) any requisition, direction, recommendation, resumption, intended resumption or compulsory acquisition relating to the Property;
- (iv) any matter about which, under this Contract:
  - (A) the Buyer agrees it has satisfied itself;
  - (B) the Buyer agrees it has not relied on any statement, representation or warranty.

2.4. The Buyer hereby covenants and agrees with the Seller that all warranties, conditions and representations as to the Property which might otherwise arise or be inferred implied or imposed against the Seller whether by statute, regulation, contract or the parties' conduct or

any other means howsoever are hereby expressly excluded and negated in every respect, except to the extent that, at law, such warranties conditions and representations are implied and may not be excluded and negated.

### **3. CONSTRUCTION LEASE [IF CONTRACT IS NOT SUBJECT TO FINANCE]**

- 3.1. Simultaneously with the execution of this Contract the Buyer will execute a Lease on substantially the same terms as those in the Lease in Annexure B and deliver it to the Seller.
- 3.2. The Buyer gives the Seller authority to complete the Commencement and Expiry Dates, as those terms are defined in the Lease, as follows:
  - (a) Commencement Date – will reflect the Contract Date;
  - (b) Expiry Date – will reflect the date that is 2 years, less one day, from the Contract Date.
- 3.3. The Seller will provide a fully signed copy of the Lease to the Buyer as soon as reasonably practicable.

### **4. CONSTRUCTION LEASE [IF CONTRACT IS SUBJECT TO FINANCE]**

- 4.1. If Standard Term 3 of this Contract applies, simultaneously with the provision of the Buyer's notice to the Seller, as provided by clause 3.2(2) of the Standard Terms, the Buyer will execute a Lease on substantially the same terms as those in the Lease in Annexure B and deliver it to the Seller.
- 4.2. The Buyer gives the Seller authority to complete the Commencement and Expiry Dates, as those terms are defined in the Lease, as follows:
  - (a) Commencement Date – will reflect the date of receipt of the Buyer's notice to the Seller pursuant to clause 3.2(2);
  - (b) Expiry Date – will reflect the date that is 2 years, less one day, from the date in clause 4.2(a).
- 4.3. The Seller will provide a fully signed copy of the Lease to the Buyer as soon as reasonably practicable.

### **5. BREACH OF LEASE**

- 5.1. A breach of the Lease entered into between the parties in accordance with clause 3 of these Special Conditions will be taken to be a breach of this Contract.
- 5.2. This Contract will immediately be at an end and the Seller must refund the Deposit to the Buyer.
- 5.3. Neither party will have a claim against the other for any reason whatsoever save for any antecedent breach.

### **6. SETTLEMENT**

- 6.1. Settlement must occur on or before the Expiry Date, as that term is defined in the Lease entered into between the parties in accordance with clause 3 of these Special Conditions.

- 6.2. If the conditions of the Lease have not been met and Settlement cannot occur on or before the Expiry Date, as that term is defined in the Lease, of the Lease then, unless the parties agree to an extension, this Contract will be at an end and neither party will have a claim against the other save for any antecedent breach. If the Contract comes to an end under this clause then the Lease will also come to an end.
- 6.3. If this Contract comes to an end in accordance with this clause then the Seller must refund the Deposit to the Buyer.

**7. INCONSISTENCY**

Where there is any inconsistency between the terms of the Standard Terms and these Special Conditions the terms of the Special Conditions shall prevail to the extent of that inconsistency.

Dealing Number

InfoXport ID: 106416



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<b>1. Lessor</b> MCKINLAY SHIRE COUNCIL	<b>Lodger (Name, address, E-mail &amp; phone number)</b> Preston Law P.O. Box 707N 15 Spence Street North Cairns QLD 4870 Email: <a href="mailto:info@prestonlaw.com.au">info@prestonlaw.com.au</a> Ref: JC:190744 Ph: 07 4052 0700	<b>Lodger Code</b> 789
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<b>2. Lot on Plan Description</b> [INSERT]	<b>Title Reference</b> [INSERT]
---	------------------------------------

<b>3. Lessee</b> Given names Surname/Company name and number (include tenancy if more than one) [INSERT]
---

<b>4. Interest being leased</b> Fee Simple
---

<b>5. Description of premises being leased</b> The whole of the Land
---

<b>6. Term of lease</b> Commencement date/event: [INSERT] Expiry date: [INSERT] *Options: Nil #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	<b>7. Rent/Consideration</b> See attached Schedule
--	---

**8. Grant/Execution**  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.  
Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature  
McKinlay Shire Council

.....full name  
Mayor

.....qualification / /  
Execution Date

**Witnessing Officer** Chief Executive Officer  
(Witnessing officer must be in accordance with Schedule 1 Lessor's Signature  
Of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

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

.....Signature

.....full name

.....qualification / /  
Execution Date

**Witnessing Officer** [INSERT]  
(Witnessing officer must be in accordance with Schedule 1 Lessee's Signature  
Of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**SCHEDULE**

Title Reference [INSERT]

**1. REFERENCE SCHEDULE**

Name and Address of Lessor:	McKinlay Shire Council 29 Burke Street, Julia Creek, Qld, 4823 Email: ceo@mckinlay.qld.gov.au	
Name and Address of Lessee:	[INSERT NAME] [INSERT ADDRESS] Email: [INSERT]	
Address of Premises:	[INSERT]	
Term:	2 years	
Options to Renew:	Nil	
Rent - First Year of Term:	\$(TBC) per annum plus GST (TBC)	
Lessor's Outgoings payable by Lessee	Rates and Taxes Increase in Rates and Taxes Water Charges Waste Charges	
Lessee's Proportion of Lessor's Outgoings	100%	
Insurances to be taken out by Lessee:	Plate glass insurance Public risk insurance - \$20,000,000.00 per claim Lessee's property and fittings at Premises	
Permitted Use:	The construction of a residence on the land and for no other purpose whatsoever	
Security Deposit:	\$(INSERT) being an amount equivalent to (TBC) weeks Rent including GST as at the Commencement Date	
Guarantor	[INSERT] of [INSERT]	
<b>Rent Review</b>	<b>Rent Review Date</b>	<b>Rent Review Method</b>
Term	Annually on the anniversary of the Commencement Date	(TBC)

Title Reference [INSERT]

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

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

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

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

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

**Confidential Information** means this Lease, all and any information whether recorded in writing or otherwise in respect of the matters contemplated by this Lease or which may be created or supplied following the execution of this Lease.

**Consumer Price Index** means the All Groups Consumer Price Index published from time to time by the Australian Bureau of Statistics in relation to the city of Brisbane.

**Contaminated Land** has the meaning given to it in the EP Act.

**Contract** means the Contract for the purchase of the Premises by the Lessee, in its capacity as buyer, from the Lessor, in its capacity as seller, dated [INSERT].

**CPI Review** means a review of Rent calculated by using the formula:

$$\frac{XY}{Z}$$

Where:

X = Consumer Price Index figure for the quarter ended immediately prior to the commencement of the Rent Year for which the Rent is being calculated;

Y = Rent payable during the Rent Year immediately preceding the Rent Year for which the Rent is being calculated; and

Z = Consumer Price Index figure for the quarter ended immediately prior to the commencement of the Rent Year immediately preceding the Rent Year for which the Rent is being calculated.

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

**Default Rate** means the rate of 12% per annum.

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

**Expiry Date** means the date of expiry of this Lease as specified in Item 6.

**Fixed Percentage Increase** means a Rent review whereby the Rent (leaving aside any Rent concessions granted) will be increased by the percentage set out in the Reference Schedule.



Title Reference [INSERT]

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

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

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

**Guarantee** means the Guarantee and Indemnity in this Lease.

**Guarantor** means the person or persons named as Guarantor in the Reference Schedule.

**Increase in Rates and Taxes** means any extra Rates and Taxes which the Lessor is charged (over and above those at the Commencement Date) by any Authority or other body due to the Lessee's use of the Premises.

**Insurance** means the costs of any insurance effected by the Lessor in respect of the Building and Lessor's Improvements.

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

**Land** means the land described in Item 2.

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

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

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

**Lessee's Proportion of Lessor's Outgoings'** means the percentage of the Lessor's Outgoings that is specified in the Reference Schedule.

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

**Lessor's Insurance** means the costs of any insurances effected by the Lessor in respect of the Land.

**Lessor's Outgoings** means all expenses and outgoings paid or incurred by the Lessor under the heads of expenditure listed as outgoings in the Reference Schedule.

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

**Payee** means the party receiving the Payment.

**Payer** means the party making the Payment.

**Payment** means:

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

Title Reference [INSERT]

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

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

**Premises** means the Land and Building described in Item 5.

**Quarter** means the respective three monthly periods adopted by the Australia Bureau of Statistics for the compilation and issue of the Consumer Price Index.

**Rates and Taxes** means the amount of any rates, taxes or charges which during the Term the Lessor or Lessee may be lawfully obliged to pay to any Authority by reason of the ownership or use of the Land.

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

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

**Rent Review** means the review of the Rent on the Rent Review Date in accordance with the Rent Review Method.

**Rent Review Date** means the date specified in the Reference Schedule.

**Rent Review Method** means the method specified in the Reference Schedule.

**Rent Year** means each separate year of the Term, with the first Rent Year commencing on the Commencement Date and each subsequent Rent Year commencing on the anniversary of the Commencement Date in each succeeding year.

**Security Deposit** means a bank guarantee or cash to be given by the Lessee in accordance with clause 5 and for the sum specified in the Reference Schedule.

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

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

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

**Waste Charges** means costs and charges levied or assessed in respect of sewerage and removal of garbage and other waste from the Land.

**Water Charges** means all rates, taxes and charges payable to any Authority or body in respect of water supplied to the Land.

## 2.2 Interpretation

- (a) Words importing the singular number include the plural and vice versa.
- (b) Reference to a person includes any corporation and vice versa.

Title Reference **[INSERT]**

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

**3. GRANT OF LEASE**

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

**4. RENT AND OTHER CHARGES**

**4.1 Payment of Rent**

- (a) Rent is payable monthly in advance on the first day of each month by instalments each being one-twelfth (to the next whole cent) of the Rent for that Rent Year.
- (b) If the Term commences on a day other than the first day of a month or expires on a day other than the last day of a month, the Lessee must pay to the Lessor Rent for the broken period calculated at a daily rate proportionate to the monthly Rent, and payable on the first day of the broken period.
- (c) If this Lease ends at a time other than at the end of a Rent Year, the Lessee must pay to the Lessor prior to the end of this Lease the proportion of the Rent due at that time and the Parties must pay any monies owing to the other under this clause 4 (subject to any right of set-off) within one month of the Lease ending.

**4.2 Rent Reviews**

- (a) Rent Reviews occur on the Rent Review Date and in accordance with the Rent Review Method.
- (b) Pending determination of the Rent for any Rent Year, Rent is paid at the rate payable at the end of the previous Rent Year.
- (c) If the Lessor does not undertake a Rent Review for a Rent Year, then the Lessor may at any time throughout the Term or after the Expiry Date recover from the Lessee the difference between the Rent that was paid by the Lessee and the Rent that ought to have been paid had the Rent Review occurred.



Title Reference [INSERT]

**4.3 Payment of Lessor's outgoings**

The Lessee must pay the Lessee's Proportion of Lessor's Outgoings to the Lessor within 14 days of being billed by the Lessor for the Lessor's Outgoings or any part of them.

**4.4 Payment of other charges**

- (a) The Lessee must pay by the due date all utilities in respect of the Premises.
- (b) The Lessee is responsible for establishing accounts in its own name wherever possible.
- (c) Where accounts are not separately established in the Lessee's name and are received by the Lessor, the Lessee shall be required to reimburse the Lessor for those costs, within fourteen (14) days of a demand from the Lessor.

**4.5 Costs of Lease**

The Lessee must pay upon demand the following expenses:

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

**4.6 Costs of notices, re-entry and consents**

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

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

**4.7 Goods and Services Tax**

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

Title Reference **[INSERT]**

by the amount of the Input Tax Credit to which Payee is entitled for that Creditable Acquisition under the GST Law.

**5. SECURITY DEPOSIT**

- (a) On or before the Commencement Date, the Lessee must give the Security Deposit to the Lessor.
- (b) The Lessor may appropriate or call on any part of the Security Deposit if the Lessee does not comply with any of its obligations under this Lease, without first having to give notice to the Lessee.
- (c) Any appropriation or call up of the Security Deposit by the Lessor will be without prejudice to any other rights or remedies the Lessor may have.
- (d) If the Lessor appropriates or calls on the Security Deposit, the Lessee must give to the Lessor a replacement or additional Security Deposit, within 14 days of the Lessor's request to do so, so that the amount of the Security Deposit held by the Lessor at all times is the amount specified in the Reference Schedule.
- (e) The Lessor will return the Security Deposit, or any unused portion of the Security Deposit to the Lessee at the end of the Lease, or any further term, or any holding over period.

**6. OCCUPATION OF PREMISES**

**6.1 Use and conduct**

- (a) The Lessee must not use the Land for any use other than the Permitted Use.
- (b) The Lessor does not warrant that the Land is, or will remain, suitable for the Lessee's use and any warranties as to the suitability of the Land implied by Law are negated.
- (c) The Lessee must:
  - i) conduct the Permitted Use at the Premises in an orderly manner and in accordance with the terms of this Lease;
  - ii) comply with all Laws, and obtain and maintain all licences and approvals;
  - iii) promptly notify the Lessor in writing of any damage sustained to the Premises;
  - iv) keep the Premises free of rodents, vermin and any infectious diseases.
- (d) The Lessee must not:
  - i) interfere with the Services;
  - ii) carry on or permit to be carried on any offensive or illegal act, or any act which may void or invalidate any insurances effected by the Lessor in respect of the Land or any other part of the Premises;
  - iii) bring upon the Premises any explosive, flammable or corrosive fluid except that normally used by the Lessee in its business, and only if such fluids are safely confined in containers.

Title Reference **INSERT**

- (e) Subject to the Lessor's rights under this Lease, the Lessee may occupy the Premises during the Term without interruption by the Lessor.

**6.2 Obligations under EP Act**

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

**7. MAINTENANCE AND REPAIR OF PREMISES**

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

- (a) The Lessee must:
  - i) keep the Premises (including the external surfaces) clean and tidy;
  - ii) not allow any accumulation of useless property or rubbish at the Premises.
- (b) The Lessee must maintain the Premises and all Services in good condition as at the Commencement Date, except for:
  - i) fair wear and tear, subject to the express obligations of the Lessee in this clause 7.1, and then only if the Lessee has taken all reasonable measures to ensure that any damage attributed to fair wear and tear will not contribute to any further damage to the Premises;
  - ii) damage caused by an event of Force Majeure.

**8. RESERVATIONS**

**8.1 Right of entry**

The Lessor reserves the right to:

- (a) at all reasonable times enter and view the Premises. If the Lessor considers it necessary, the Lessor may leave a notice at the Premises requiring the Lessee, within a stated period, to carry out a repair or take the required action for the Lessee to comply with the terms of this Lease;
- (b) at all times effect any works to the Premises considered necessary by the Lessor for the safety or preservation of the Premises or to comply with any Laws. The Lessor will (except in an emergency, the existence of which shall be determined by the Lessor acting reasonably) carry out the works



Title Reference **[INSERT]**

in a manner which minimises, so far as practicable, interruption to the Lessee's occupation of the Premises.

**8.2 Third party interests**

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

**9. INSURANCES AND INDEMNITIES**

**9.1 Insurances**

- (a) The Lessee must take out and maintain in the Lessee's name with the Lessor's interest noted, a standard public liability insurance policy with an insurance company approved by the Lessor, for at least the amount specified in the Reference Schedule. If required by the Lessor, the Lessee must extend this policy to cover risks of an insurable nature regarding any indemnities that the Lessee has provided to the Lessor under this Lease.
- (b) The Lessee must take out and maintain an insurance policy to the replacement value of the Lessee's property and fittings at the Premises.
- (c) If requested by the Lessor, the Lessee must produce to the Lessor evidence of any insurance policies (including renewals) effected by the Lessee under this clause 9.1.
- (d) The Lessee must not do anything which could:
  - i) prejudice any insurance of the Premises or property in the Premises;
  - ii) increase the premium for that insurance without the Lessor's consent.
- (e) If the Lessee does anything that increases the premium of any insurance the Lessor has in connection with the Premises, the Lessee must pay the amount of that increase to the Lessor on demand.

**9.2 Indemnities**

- (a) The Lessee occupies and uses the Premises at its own risk. The Lessor is not liable in any circumstances to the Lessee for any damage to the Lessee's property in or about the Premises, interruption to the Services nor any loss of profits by the Lessee.
- (b) The Lessee must indemnify and keep indemnified the Lessor (during and after the Term) against all actions, losses and expenses incurred by the Lessor:
  - i) for any loss, damage, death or injury caused by, or incidental to, the Lessee's use of the Premises or by the escape of any water, fire, gas, electricity or other such agent from the Premises, except where the Lessor has caused or contributed by negligence, wilful act or omission;

Title Reference [INSERT]

- ii) which are caused by, or incidental to, the Lessee's failure to comply with this Lease.
- (c) Notwithstanding anything in this Lease to the contrary, the Lessor will not be in default of this Lease for a remediable breach, unless the Lessee has given written notice to the Lessor of the breach, and the Lessor has failed to remedy the breach within a reasonable period of time.

**10. SUBLETTING AND ENCUMBERING**

**10.1 Subletting and encumbering**

The Lessee must not without the Lessor's prior written consent:

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

**11. DAMAGE OR DESTRUCTION OF PREMISES**

**11.1 Abatement of rental and suspension of covenant to repair**

- (a) If, without any neglect or default by the Lessee, all, or part, of the Premises are damaged or destroyed by any flood, storm, riot, war or act of God prior to settlement of the Contract which renders the Premises wholly or partially unfit for use by the Lessee, payment of the Rental or a proportionate part, (according to the damage sustained) will abate. The Lessee covenants to repair and restore the Premises and agrees that it will have adequate insurance coverage for this purpose.

**11.2 Parties may terminate if no reinstatement**

If, without any neglect or default by the Lessee, the Premises are damaged or destroyed by any flood, storm, riot, war or act of God prior to settlement of the Contract so as to render the Premises:

- (a) wholly unfit for use by the Lessee and the restoration of the Premises by the Lessee has not substantially commenced within a reasonable period of time from the damage occurring, the Lessor may give a written notice to the Lessee stating that the Lessor will terminate the Lease if the restoration of the Premises has not substantially commenced within three months of the date of that notice. If the restoration has not substantially commenced within that time and continues not to be substantially commenced, the Lessor may terminate this Lease. The Lessee will be required to remove all property, improvements, fixtures and fittings from the Land and restore it to its condition as at the Commencement Date unless otherwise required by the Lessor. If the Lessee does not remove all property the Lessor may do so and recover the costs of doing so from the Lessee.

This termination will not prejudice either parties' rights regarding any antecedent breach of this Lease.

**11.3 Arbitration of disputes**

- (a) If a dispute arises between the parties in respect of this clause 6, the dispute must be submitted for arbitration to an independent arbitrator appointed by the president of the Queensland Law Society Incorporated, whose decision will be conclusive and binding on the parties. The submission will be deemed to be a submission to arbitration within the meaning of the

Title Reference [INSERT]

*Commercial Arbitration Act 2013.* A determination from arbitration under this clause will be a condition precedent to the parties commencing legal proceedings relating to the dispute.

**12. LESSEE'S DEVELOPMENT OF THE LAND**

**12.1 Development of Land**

- (a) The parties acknowledge and agree that:
- i) the Land is to be developed by the Lessee in accordance with this clause 12 in accordance with the Permitted Use ("Development"); and
  - ii) the Development is to be completed by the Expiry Date.

**12.2 Development Expiry Date**

- (a) The parties acknowledge and agree that:
- i) the Development of the Land must be completed, including a requirement for the improvements on the Land to be able to be lawfully occupied by the Lessee, by the Expiry Date; and
  - ii) settlement of the Contract will occur on or before the Expiry Date.
- (b) If the Development of the Land is not completed by the Expiry Date, then the Lessor may give notice to the Lessee terminating this Lease, effective fourteen (14) days from the date of the notice.
- (c) Upon termination of this Lease pursuant to this clause 12.2:
- i) the parties must take any step required to give effect to the surrender of this Lease; and
  - ii) the Lessee shall have no claim against the Lessor because of termination pursuant to this clause 12.2. This includes, but is not limited to, any claim or any nature by the Lessee due to the Lessor repossessing the Development or partially developed Land, including without limitation a claim for reimbursement for the costs of works or improvements carried out on the Land.

**12.3 Development works**

- (a) The Lessee must:
- i) obtain all approvals required to develop the Land and undertake any works, including for the avoidance of doubt, any approvals required from the Lessor as the local government within six (6) months of the Commencement Date;
  - ii) as soon as practicable but no later than six (6) months after receiving the required approvals, commence the Development in accordance with the approvals;
  - iii) ensure that the Development is carried out in a proper and workmanlike manner by contractors who have a current public liability insurance policy for at least \$20,000,000.00 and who have been approved by the Lessor and who have the required workers compensation insurance;



Title Reference **[INSERT]**

- iv) ensure that the Development is constructed in a timely and efficient manner and is completed by the Expiry Date; and
  - v) indemnify and keep indemnified the Lessor against all claims, expenses and losses incurred by the Lessor of and incidental to the Lessee undertaking the works/development.
- (b) In the event that the Lessee is in breach of clause 12.3(a), the Lessor, may without limitation to any other rights of the Lessor:
- i) terminate this Lease in accordance with clause 12.2(b);
  - ii) repossess the Land and, subject to clause 14, all Development works, fixtures and improvements constructed on the Land as at the date of termination of the Lease;
  - iii) require the Lessee to hand up all approvals, Development plans, construction plans and other documentation associated with the Development to the Lessor immediately upon demand; and
  - iv) claim from the Lessee as a liquidated debt the costs associated with the Lessor enforcing its rights under this clause.

**12.4 Development costs**

All costs associated with completing the Development shall be borne by the Lessee, and the Lessee shall have no claim whatsoever against the Lessor for any costs however arising (including, but not limited to, overrun costs, construction costs or costs associated with required modifications or amendments to development plans or approvals for the Development).

**13. DEFAULT OF LESSEE**

**13.1 Lessor may rectify**

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

**13.2 Overdue payments**

- (a) If the Lessee fails to pay any money payable on demand within 14 days of the Lessor's demand, or fails to pay any other money due under this Lease within 7 days of their due date, the Lessee must pay to the Lessor interest accruing daily at the Default Rate:
  - i) on the money owing from the payment due date until the money is paid; and
  - ii) upon any judgment the Lessor obtains against the Lessee from the date of the judgment until the debt is satisfied.

Title Reference [INSERT]

- (b) Interest is capitalised on the last day of each month and payable on the first day of the next month. The interest is recoverable in the same manner as the Rent in arrears.
- (c) If an amount of Rent, or any other money due under this Lease, remains unpaid by the Lessee as a result of consecutive breaches of the same term of this Lease, interest at the Default Rate accrues on that amount from the date when the breach first occurred.
- (d) Without prejudice to any other remedy, the Lessor may sue the Lessee for any money owing by the Lessee under this Lease. Neither the institution of legal proceedings nor the entering of judgment by a court will bar the Lessor from bringing any subsequent suits against the Lessee for any other money owing by the Lessee to the Lessor under this Lease.

**13.3 Definition of default**

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

- (a) any part of the Rent is in arrears for 7 days, whether demanded or not;
- (b) any money (other than the Rent) payable by the Lessee under this Lease on demand is not paid within 14 days of the Lessor making such a demand, or if any other money payable by the Lessee under this Lease is not paid by the payment due date;
- (c) the Lessee fails to comply with a term of this Lease;
- (d) the Lessee (except for the purpose of reconstruction) becomes bankrupt, insolvent, under administration, in liquidation or receivership, or otherwise without full capacity; or
- (e) the Lessee's interest under this Lease is taken in execution under any legal process.

**13.4 Rights upon default**

- (a) If the Lessee defaults under this Lease, the Lessor may (without prejudice to any other rights):
  - i) subject to any prior notice required by Law, re-enter and take possession of the Premises and eject the Lessee and any persons in possession of the Premises (which may be by force, if necessary), from which time this Lease will be terminated;
  - ii) terminate this Lease by giving written notice to the Lessee; or
  - iii) by giving written notice to the Lessee, elect to convert the unexpired residue of the Term to a monthly tenancy. The Lease will be terminated and the Lessee will hold the Premises from the Lessor pursuant to clause 14.5 (Holding over).
- (b) Upon re-entry to the Premises, the Lessor may remove any fittings, additions, signage, chattels or other property at the Premises and store them at the cost of the Lessee (those costs are payable by the Lessee to the Lessor on demand) without being guilty of conversion or liable for any loss or damage to these items. If the Lessee fails to claim the items within 14 days of removal, those items are deemed abandoned by the Lessee and will the Lessor may elect to either:
  - i) deem any fittings, additions, signage, chattels or other property not removed from the Premises as abandoned and such items shall become the property of the Lessor; or

Title Reference [INSERT]

- ii) remove any fittings, additions, signage, chattels or other property not removed from the Premises and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.

**14. END OF LEASE**

- 14.1 If settlement of the Contract does not occur and the Contract or this Lease is terminated the Lessee must yield up the Premises in the condition required by clauses 7.1 and this clause 14, and return to the Lessor all keys and security devices relating to the Premises.
- 14.2 The Lessee must remove any improvements it has made to the Land if demanded by the Lessor.
- 14.3 At the end of the Lease, the Lessor may elect to either:
  - (a) deem any improvements, fittings, additions, signage, chattels or other property not removed from the Premises as abandoned and such items shall become the property of the Lessor and no compensation shall be payable to the Lessee by the Lessor; or
  - (b) remove any improvements, fittings, additions, signage, chattels or other property not removed from the Premises and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.
- 14.4 The ending of this Lease does not affect any of the Lessor's rights against the Lessee on account of any antecedent breach by the Lessee of a term of this Lease.
- 14.5 **Holding over**
  - (a) If the Lessee remains in occupation of the Premises after the expiration of the Term with the consent of the Lessor, the Lessee becomes a monthly tenant. The Lessee continues to pay the same amount of Rent, the Outgoings and other money under this Lease in accordance with this Lease.
  - (b) The monthly tenancy created under sub-clause (a) will continue on the same terms of this Lease (so far as the terms can be applied to a monthly tenancy) until either party gives the other party one month's written notice terminating the tenancy. However, if the Lessee is in default, the Lessor may give 72 hours written notice to the Lessee terminating the tenancy.

**15. GENERAL PROVISIONS**

**15.1 Power of attorney**

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

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



Title Reference **[INSERT]**

**15.2 Consent**

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

**15.3 Waiver**

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

**15.4 Severance**

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

**15.5 Service of notices**

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

**15.6 Time of the essence**

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

Title Reference **[INSERT]**

**15.7 Effect of legislation**

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

**15.8 Entire agreement**

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

**15.9 Lessee's costs**

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

**15.10 Electronic communication**

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

**15.11 Confidentiality**

- (a) The parties covenant and agree that they will not without the prior written approval of the other party:
  - i) disclose the Confidential Information or cause, suffer or permit the same to be disclosed to any person other than its officers and employees who need to know for the purposes of the party discharging its obligations under this Lease; or
  - ii) use or allow the use of the Confidential Information for any purpose other than that for which it is supplied.
- (b) The obligations of the parties under clause 15.11(a) shall not apply in respect of Confidential Information where:
  - i) the party is obliged by law to disclose the information;
  - ii) expressly agreed by all parties in writing; or
  - iii) the Confidential Information comes into the public domain otherwise than by a breach of this Lease.
- (c) If requested by a party, the other party must immediately return all Confidential Information, and any copies of the Confidential Information, to the requesting party.
- (d) Upon a breach or threatened breach of the terms of this Lease by a party, the other party will, as between the parties, be entitled to an injunction restraining the first party from committing a

## SCHEDULE

### Title Reference **[INSERT]**

breach of this Lease without showing or proving any actual damage sustained or likely to be sustained by the party making the application for injunction.

- (e) The obligations of the parties under this clause 15.11 will survive termination of this Lease.
- (f) The parties shall assume responsibility for the actions of its advisers, consultants, employees and financiers who have access to the Confidential Information and must ensure that the consultants and employees are similarly bound by the obligations created under this Lease.

## ANNEXURE A

### GUARANTEE AND INDEMNITY

#### 1. Consideration

The Guarantor gives this guarantee and indemnity in consideration of the Lessor agreeing to enter into the Lease at the request of the Guarantor. The Guarantor acknowledges the receipt of valuable consideration from the Lessor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

#### 2. Guarantee

The Guarantor unconditionally and irrevocably guarantees to the Lessor the due and punctual performance and observance by the Lessee of its obligations:

- (1) under the Lease, even if the Lease is not registered or is found not to be a lease or is found to be a lease for a term less than the Term; and
- (2) in connection with its occupation of the Premises, including, but not limited to, the obligations to pay money.

#### 3. Indemnity

As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Lessor against any liability or loss arising from, and any costs, charges or expenses incurred in connection with:

- (1) the Lessee's breach of the Lease; or
- (2) the Lessee's occupation of the Premises, including, but not limited to, a breach of the obligations to pay money; or
- (3) a representation or warranty by the Lessee in the Lease being incorrect or misleading when made or taken to be made; or
- (4) a liquidator disclaiming the Lease.

Title Reference [INSERT]

It is not necessary for the Lessor to incur expense or make payment before enforcing that right of indemnity.

**4. Interest**

The Guarantor agrees to pay interest on any amount payable under this guarantee and indemnity from when the amount becomes due for payment until it is paid in full. The Guarantor must pay accumulated interest at the end of each month without demand. Interest is calculated on monthly rests at the Default Interest Rate.

**5. Enforcement of rights**

The Guarantor waives any right it has of first requiring the Lessor to commence proceedings or enforce any other right against the Lessee or any other person before claiming under this guarantee and indemnity.

**6. Continuing security**

This guarantee and indemnity is a continuing security and is not discharged by any one payment.

**7. Guarantee not affected**

The liabilities of the Guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the Lessor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:

- (1) the Lessor granting time or other indulgence to, compounding or compromising with or releasing the Lessee or any other Guarantor;
- (2) acquiescence, delay, acts, omissions or mistakes on the part of the Lessor;
- (3) any transfer of a right of the Lessor;
- (4) the termination, surrender or expiry of, or any variation, assignment, licensing, extension or renewal of or any reduction or conversion of the Term;
- (5) the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor;
- (6) any change in the Lessee's occupation of the Premises;
- (7) the Lease not being registered;
- (8) the Lease not being effective as a lease;
- (9) the Lease not being effective as a lease for the Term;
- (10) any person named as Guarantor not executing or not executing effectively the Lease;
- (11) a liquidator disclaiming the Lease.



Title Reference [INSERT]

**8. Suspension of Guarantor's rights**

Until all money payable to the Lessor in connection with the Lease or the Lessee's occupation of the Premises is paid, the Guarantor may not:

- (1) raise a set-off or counterclaim available to it or the Lessee against the Lessor in reduction of its liability under this guarantee and indemnity; or
- (2) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Lessor in connection with the Lease; or
- (3) make a claim or enforce a right against the Lessee or its property; or
- (4) prove in competition with the Lessor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Lessee or the Lessee is otherwise unable to pay its debts when they fall due.

**9. Reinstatement of guarantee**

If a claim that a payment to the Lessor in connection with the Lease or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or compromised then the Lessor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment had not occurred.

**10. Costs**

The Guarantor agrees to pay or reimburse the Lessor on demand for:

- (1) the Lessor's costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee and indemnity including, but not limited to, legal costs and expenses on a full indemnity basis; and
- (2) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.

Money paid to the Lessor by the Guarantor must be applied first against payment of costs, charges and expenses under this clause 10 then against other obligations under guarantee and indemnity.

**11. Assignment**

The Lessor may assign its rights under this guarantee and indemnity.

**12. Interpretation**

- (1) A reference in this guarantee and indemnity to "the Lease" is a reference to the foregoing lease and to any holding over under it.
- (2) Expressions used in this guarantee and indemnity which are capitalised (namely "Lessor",

**SCHEDULE**

Title Reference **[INSERT]**

"Lessee", "Premises", "Default Interest Rate", "Term" and "Guarantor" have the meanings ascribed to them in the Lease.



SCHEDULE

Title Reference [INSERT]

- (3) If the Guarantor consists of more than one person the obligations of each Guarantor are joint and several.

The Guarantor has signed this Deed of Guarantee and Indemnity this                      day of                      .

SIGNED SEALED and DELIVERED by [INSERT] as )  
Guarantor in the presence of: )

) .....  
) Signature

) .....  
) Witness Signature

) .....  
) Witness a Justice of the Peace/Solicitor/  
Commissioner for Declarations )

**SCHEDULE**

Title Reference **[INSERT]**

**SCHEDULE 1**



**9.5 Subject:** Tender Consideration Plan – Plant Hire

**Attachments:** Nil

**Author:** Chief Executive Officer

**Date:** 1<sup>st</sup> August 2019

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**Executive Summary:**

The proposed Tender Consideration Plan for the update and extension of the current Register of Pre-Qualified Suppliers – Plant Hire for a further 12 months until 31 December 2020 is presented to Council.

**Recommendation:**

*That Council resolves to:*

1. *prepare a tender consideration plan (Plan) pursuant to section 230 of the Local Government Regulation 2012 to:
  - a. *update the current Register of Pre-Qualified Suppliers – Plant Hire to include new local Suppliers who qualify for appointment; and*
  - b. *extend the Register of Pre-Qualified Suppliers - Plant Hire for a further 12 months to expire on 31 December 2020; and**
2. *to adopt the Plan prepared and recommended in this Report; and*
3. *to delegate the authority to the Chief Executive Officer to appoint new suitably qualified local Suppliers to the Register and to notify the Suppliers on the current Register of Pre Qualified Suppliers – Plant Hire of Councils intention to extend the Register for a further 12 month period and, subject to the current financial delegation of the Chief Executive Officer, to negotiate, make, vary and discharge any contracts entered into with the Suppliers under this extended arrangement and to sign all relevant documentation as necessary or required.*

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**OFFICER REPORT**

**Introduction**

McKinlay Shire Council invited tenders on 6 October 2018 pursuant to section 232 of the *Local Government Regulation 2012* (Regulation) to establish a register of Pre-Qualified Suppliers for Plant Hire (Register) for 2019.

The Council evaluated the tenders received and appointed suitably qualified suppliers to the Register in accordance with the sound contracting principles set out below:

- Value for money
- Open and effective competition
- Development of competitive local business and industry
- Environmental protection; and



- Ethical behaviour and fair dealing.

The Register expires on 31 December 2019 and there is no ability for Council to extend the term of the Register or to renew the Register for new term under the terms of the Tender Invitation.

### **Background**

In March 2018 and February 2019, McKinlay Shire was inundated with flood waters which caused significant damage and economic loss to Council infrastructure, roads and other assets. The communities in McKinlay Shire also suffered considerable losses and are also rebuilding their communities and businesses.

The Council obtained funding from the Queensland Reconstruction Authority through a Disaster Recovery Funding Arrangement (NDFA) in the order of \$14 million to repair and rectify the damaged infrastructure including local authority roads.

The Pre-Qualified Suppliers on the Register (Suppliers) have been engaged by Council to undertake this work as a priority to reinstate the infrastructure including the roads which will also assist the communities in McKinlay Shire in the recovery and rebuilding of the communities and businesses.

The funding provided through the NDFA is already or will be allocated for the flood damage works (Works) to be undertaken by the Suppliers over the next 12 – 18 months.

Contracts in the order of \$10 million have been awarded to current Suppliers in accordance with the NDFA, Councils current works program, the particular qualifications of the relevant Supplier and the Works to be undertaken by those Suppliers.

The Works to be completed under the current Works program will take some time to complete and will extend beyond the expiration date of the current Register.

In addition, Council may not be able to award some contracts for the Works until specific contracts or specific Works with particular Suppliers have been completed and this may occur after the current Register expires in December 2019.

Since the flooding events and subsequent disaster declarations, a number of new service providers have opened up a local business to provide plant hire services within the McKinlay Shire but these new businesses are not on the Register.

Given the scale of the flooding events and the amount of Works that will be required to restore and rectify the Council infrastructure, roads and assets, the time frames within which such Works must be completed to satisfy the NDFA and the fact that Council is satisfied that these new local businesses are suitably qualified to undertake the Works within the necessary time frames, Council intends to appoint these local businesses as Suppliers on the Register.

Not only will this ensure that the Works are expedited and before further damage occurring in the coming wet seasons, the appointment of the new local plant hire businesses as Suppliers on the Register will be in the public interest as such appointments will also assist to provide local employment and the support to local businesses in communities that have been hard hit as a result of the flooding disaster.



## Legislative Requirements

Council is required to comply with the contracting and procurement provisions set out in Chapter 6 of the Regulation with respect to medium and large sized contracts for future plant hire contracts as follows:

1. Medium sized contract - \$15,000 - \$200,000 plus GST – 3 quotes
2. Large sized contract - \$200,000 plus GST and over – invite tenders

However, there are exceptions set out in Division 3 of the Regulation including the exception for establishing a Register pursuant to section 232 which was applied by Council when it established this Register in December 2018.

There is a further exception set out in Division 3 section 230 of the Regulation as follows:

### *Section 230 Exception if quote or tender consideration plan prepared*

*(1) A local government may enter into a medium-sized contractual arrangement or large-sized contractual arrangement without first inviting written quotes or tenders if the local government:*

- (a) decides, by resolution, to prepare a quote or tender consideration plan; and*
- (b) prepares and adopts the plan.*

*(2) A quote or tender consideration plan is a document stating—*

- (a) the objectives of the plan; and*
- (b) how the objectives are to be achieved; and*
- (c) how the achievement of the objectives will be measured; and*
- (d) any alternative ways of achieving the objectives, and why the alternative ways were not adopted; and*
- (e) the proposed terms of the contract for the goods or services; and*
- (f) a risk analysis of the market from which the goods or services are to be obtained.*

If Council intends to apply this exception, it must decide by resolution to prepare a quote or tender consideration plan and then prepare and adopt the plan.

### **1. Objectives of the Plan**

The preparation of the Tender Consideration Plan (Plan) is to expedite the restoration and rectification Works which are required as a result of two concurrent flooding events (2018 and 2019) which caused significant damage and loss in the McKinlay Shire and to ensure that the Works are done at competitive rates and within the time frames specified in the NDFA without the additional cost to establish a new Register before 31 December 2019.

The Plan will assist Council to appoint the new local plant hire businesses as Suppliers on the Register and to enter into contracts with the Suppliers on the Register to expedite the restoration and rectification of the damage caused as a result of flooding events within the local government



area. This will also reduce the cost to Council as the extension of the Register will be on the same or similar terms and conditions already approved through the recent tender process conducted less than 12 months ago.

Council's objectives by preparing this Plan are to:

- (a) Ensure that new local plant hire businesses are suitably qualified for appointment as Suppliers to the Register to expedite the Works program to meet NDFA time frames;
- (b) To give the opportunity for these new local businesses to develop and provide economic and employment opportunities for the communities within McKinlay Shire which will assist to rebuild the communities economic and employment base;
- (c) Ensure that any contracts with the Suppliers are entered into in accordance with the sound contracting principles and will meet probity and compliance requirements;
- (d) Engaging Suppliers at competitive rates to complete the Works to ensure value for money;
- (e) Avoid any delay in the allocation and completion of contracts for the Works program which are funded under the current NDFA; and
- (f) Avoid incurring additional costs to establish a new Register in the current circumstances where the Register was established less than 6 months ago, the Suppliers are heavily engaged in undertaking the restoration and rectification Works under the current contracts and new suitably qualified Suppliers are urgently needed to meet the NDFA funding time frames before the coming wet seasons.

## **2. How the Objectives will be Achieved**

The objectives will be achieved by:

- (a) requesting that new local Suppliers submit an application for appointment to the Register which will detail that they are a local business; include competitive plant hire rates; include evidence of qualifications and experience and include copies of all relevant approval, permits and insurance policies;
- (b) notifying the Suppliers of Council's intention to extend the current Register for a further 12 months to allow additional time for the current Works program to be completed under the NDFA.
- (c) negotiating a successful extension of the current Register with the Suppliers in accordance with Council's Procurement Policy and clear and transparent processes.
- (d) contracting with known and already approved Suppliers and the new local Suppliers from the Register to undertake the Works; and
- (e) contracting with the Suppliers on the basis of the rates provided in the Tender for plant hire for the 2019 year which are largely consistent with current market rates and which are or will be consistent with the competitive rates offered by the new local Suppliers.





### **3. How the Achievements of the Objectives will be Measured**

The achievements will be measured by:

- (a) appointment of the new local Suppliers to the Register at competitive rates and on the same terms and conditions as the existing Suppliers;
- (b) acceptance of the extension of the Register arrangement until December 2020 by the Suppliers on the terms and conditions as approved by Council when the Register was established for the 2019 Works program;
- (c) Suppliers maintaining insurances and holding all relevant approvals and permits as required for appointment to the Register;
- (d) evidence that all contracts are entered into with a Supplier is in accordance with the Council's Procurement Policy, the sound contracting principles and can withstand probity and scrutiny;
- (e) completion of the contracts within the specified time and budget under the NDFA without delay and unanticipated additional costs;
- (f) evidence that the contracts are completed by the Suppliers at competitive rates already approved in accordance with the Tender for the Register in 2019 and competitive rates agreed on the appointment of the new local Suppliers.

### **4. Any Alternative Ways of Achieving the Objectives and Why the Alternative Ways were not Adopted**

The alternative way to achieve the objectives is to invite tenders for a new Register of Pre-Qualified Suppliers.

The alternative way is not adopted because inviting new tenders to establish a new Register would:

- (a) Significantly increase costs to Council to undertake the new tender invitation process to appoint one or two local Suppliers to the Register and to extend the current Register arrangement for a short period of 12 months;
- (b) Delay completion of the Works and acquittal of funding under the NDFA which would be detrimental to the community rebuilding efforts;
- (c) Delay rectification of Councils infrastructure, roads and assets which will impact on the economic recovery of the businesses and the community of McKinlay Shire;
- (d) Result in additional mobilisation and establishment costs where new Suppliers are engaged under a new Register where existing Suppliers are already in place undertaking the Works.



## 5. The Proposed Terms of the Contract for the Goods and Services

The contracts with the Suppliers would be on the same or similar terms and conditions as the current contracts and at the rates as already approved in the Register or arrangements with the new local Suppliers.

There would be no additional cost to Council to enter into new contracts with Suppliers under the extended Register arrangements.

## 6. A Risk Analysis of the Market from Which the Goods or Services are to be Obtained

Council has undertaken a risk analysis of the relevant market being the plant hire rates currently on offer in McKinlay Shire.

Market Rates for Plant Hire 2015-2019

Year	Truck p/hr	Grader p/hr	Water Truck p/hr	Backhoe p/hr	Excavator p/hr	Other p/hr
2015	\$286.00	\$187.00	\$132.00	\$137.50	\$95.00	
2016	\$264.00	\$160.60	\$132.00	\$0	\$0	
2017	\$286.00	\$165.00	\$132.00	\$130.00	\$85.00	
2018	\$275.00	\$165.00	\$132.00	\$130.00	\$105.00	
2019	\$260.00	\$170.50	\$132.00	\$130.00	\$105.00	

Variance in markets rates over the last 5 years is erratic with some plant trending downwards, some upwards and some static. Availability of work and competitive rates are considered major factors.

The market rates for plant hire have not altered significantly over the last 12 months and unlikely to increase or decrease significantly over the next 12 months given the state of the economy particularly in the McKinlay local government area.

The Register would include new local Suppliers based on competitive rates and be extended by a period of 12 months only which would have minimal impact on the market and obtaining competitive rates for Council contracts.

If Council were to invite tenders to establish a new Register, any tenders received for the establishment of a new Register are unlikely to contain significantly different market rates than those already provided by the Suppliers on the current Register.

### Other Factors Considered

#### *Financial*

- there is no additional cost to Council to extend the current Register arrangements other than the preparation of this Plan and notification to the Suppliers.



- no additional staff are required to resource the extension of the Register.

*Environmental*

- no environmental issues are raised with the extension of the Register.

*Social*

- expediting the Works with the current Suppliers will assist the community recovery.

*Policies*

- the Plan aligns with the Council Procurement Policy in that it is prepared in accordance with the sound contracting principles and it is in the public interest to expedite the Works in the most cost-effective way.

*Reputational*

- the risk to Councils' reputation for extending the current Register arrangement for a further 12 months is minimal given the Suppliers on the current Register are generally local service providers, the appointment of new local Suppliers to the Register is in the public interest and will benefit the community and the fluctuation in market rates is minimal.

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**OPTIONS**

Option 1

- resolve to prepare a tender consideration plan, accept the plan prepared and adopt the Plan as prepared; or

Option 2

- invite tenders to establish a new Register from 1 January 2020 – 31 December 2020 or longer as appropriate; or

Option 3

- enter into contracts for the Works under a LG arrangement e.g. Localbuy

**Comments:**

This item is brought back to Council after a meeting (held 29<sup>th</sup> July) with the Pre-Qualified Supplier - Plant Hires that may be affected by this Consideration Plan.

**Consultation:**

Chief Executive Officer

**Legislative:**

Local Government Regulation 2012

**Policy Implications:**

Nil

**Financial and Resource Implications:**

Nil

**InfoXpert Document ID:**

106404



Ordinary Meeting of Council Tuesday 27<sup>th</sup> August 2019

**9.6 Subject:** Acquisition of Dirt 'n' Dust Venue Lot 18-19 on CPJC55713

**Attachments:** Dirt n Dust Venue Project & Future Planning Letter *InfoXpert ID: 106417*

**Author:** Chief Executive Officer

**Date:** 1<sup>st</sup> August 2019

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**Executive Summary:**

Based on the attached letter provided by Dirt 'n' Dust, it has been proposed to instigate discussions with Dirt 'n' Dust representatives over the sale or acquisition of Lot 18-19 on CPJC55713.

**Recommendation:**

*That Council resolve to instigate discussions with Dirt 'n' Dust representatives over the sale or acquisition of Lot 18-19 on CPJC55713.*

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**Background:**

Dirt 'n' Dust has been going for 25 years in Julia Creek. The committee for this event has presented new quotes and pricing for the upcoming Dirt 'n' Dust and Venue plans.

Council has shown interest in purchasing the small block of land in the Venue that is currently owned by Dirt 'n' Dust. Purchasing this block from DnD gains an asset for Council and assists DnD with their cash flow for future plans.

**Comments:**

Image of Venue and lots in for possible acquisition





Ordinary Meeting of Council Tuesday 27<sup>th</sup> August 2019

**Consultation:**

- Chief Executive Officer

**Legal Implications:**

Nil

**Policy Implications:**

Nil

**Financial and Resource Implications:**

Will need to be added to the upcoming annual budget for 19/20.

**InfoXpert Document ID:**

106405



InfoXpert ID: 106272

## JULIA CREEK DIRT N DUST FESTIVAL

12<sup>th</sup> – 14<sup>th</sup> of April 2019  
ABN: 11 735 863 755

McKinlay Shire Council  
Burke Street  
Julia Creek QLD 4823

27<sup>th</sup> May 2019.

### Re: Stage 3 of the Venue project & Future Planning

Dear Mayor, Councilors and CEO

Firstly, on behalf of the committee we would once again like to formally thank the council of the day for their support in getting the Venue stages 1 & 2 near completed.

Unfortunately not all councilors were able to attend our de-brief on Friday, but I understand the event report and financials will be passed on. If any of the other councilors have any questions, please do not hesitate to email or call.

At the DnD planning meeting last week, the committee wanted to express their passion once again and confirm or reiterate that they are still keen to work on stage 3, which also included more of a long term tourism benefit for the whole town.

We have enclosed the original feasibility study and the plan that was done back in 2011, but already we know it is out dated.

The committee would like to confirm if there is still an appetite to work together on the below projects.

#### Permanente Finish line:

- This would act as a 365 day a year Tourism attraction, in addition to streamlining the setup of the event, pre and post. At this stage there are safety issues associated with taking the finish line in and out of the street. We would happy work with council as a joint project., it does not have to be a major project, Steve has offered to build a model of what it might look like.

#### Large Roobock Man:

- This was proposed as similar to the Big pineapple, banana providing social media images and experiences for 365 days a year







## JULIA CREEK DIRT N DUST FESTIVAL

12<sup>th</sup> – 14<sup>th</sup> of April 2019  
ABN: 11 735 863 755

### Julia Creek ( The actual Creek)

- This has been discussed many times, but we thought we would formalise our thoughts, as the fear factor is one day Main Roads might just say, no you cannot shut the Main highway.
- The committee has concerns about the safety at the bridge and water hole. One of things we can pride ourselves in, is the fact we are so far a proven safe event.
- Although we did put additional plans in place this year., unfortunately not all went to plan and there were still many issues with trucks and road closures again.
- Feedback from truck businesses also concerned us in the time they were delayed causing log book and financial strain on their businesses.
- We would like to know is it possible to use our event, safety issues ect to work on a join grant to extend the creek ? or their might already be plans in place.

### Council involvement into the future:

With the support of TEQ ,we are currently in the process of revamping our strategic plan for the next 5 years to ensure the sustainability of the festival for many years. We were very fortunate that Iain from Humm events attended the Festival from Tuesday until Monday and got to see first hand the logistic, human and internal issues or challenges. We are eagerly awaiting his report., we would welcome new ways, idea's to make the event more sustainable and to bring a fresh new set of eyes is a blessing., especially when TEQ has paid the bill for it. But they did that for a reason, they too like Council and South32 have invested thousands of dollars into the festival and don't want to see it fail.

A joint meeting is currently being arranged to have some serious discussion on the grant application for 2020-2022, which is due in 3 weeks.

Our office or TEQ will notify the Mayor or executive assistant for a meeting time, soon as this is announced.

### Attendance at that special meeting will be all major stakeholders:

- MSK
- TEQ
- DnD
- Humm Events- The consultant working on the strategic plan
- OQTA- Our RTO
- Madmaggies





## JULIA CREEK DIRT N DUST FESTIVAL

12<sup>th</sup> – 14<sup>th</sup> of April 2019

ABN: 11 735 863 755

### Key issues effecting overall.

- Post event , the Balance of the account will be around \$40,000.00 .
- The Cash needed to start the event is \$70,000.00 based on projected cash flow on the current budget and previous years.
- Formal notice has been given by the current events management that 2020 will be their last year, no funding is available in the current budget to employ a new company to work with the current company for 3- 4 months for a handover. The committee believes this is important for smooth transition.
- The grant is due on the 26<sup>th</sup> June and I understand the announcement will be made late September 2019, but there is no guarantee that we will receive the grant.
- Based on my discussions with other regional events , the current cash sponsorship targets are much higher than any event in Regional Qld, which is putting large strain on current budget and event management team. The target was \$112,000.00 but the actual need based on the planning meeting was over \$160,000.00.
- South 32 sponsorship is due for renewal this year, so at this stage no guarantee of another 3 x \$60,000.00 sponsorship is confirmed- Currently in discussion.

### Key issues from DnD planning meeting:

- Committee- We have identified that we need 2 more management committee to run the event, this comes from 3 resignations last week. All happy to do handover.
- Volunteer burnout- We are currently redoing Position descriptions for all subcommittee and either breaking them down to smaller jobs or revamping them to clearly say what their role is.
- Date of AGM- This has now been brought forward to end of July to ensure there is a smooth transition with the event and the committee moving forward.
- Community involvement- We have decided to hold a " Community gathering" to invite people to come and have a look at what we do, the shed and hopefully entice some more to join., this is scheduled for end of July.
- Program of events- It was agreed that the fashion on the field and country taste lunch will now go back to the races as we don't have the capacity to run. The Race club will decide what that looks like into the future
- The Lorna Jane Adventure Run- We believe this will be our biggest growth opportunity as people don't need bikes, just 2 feet and a heartbeat. Stats show for the first time in 25 years- locals competed in the event as a competitor and the ones that travels from Brisbane, Mackay etc came to compete in the longer runs.





## JULIA CREEK DIRT N DUST FESTIVAL

12<sup>th</sup> – 14<sup>th</sup> of April 2019  
ABN: 11 735 863 755

- The Triathlon-We see this as the biggest risk, biggest cost but of course the flagship event for the festival-Additional discussions about how we can diverse into more corporate with the new idea's and marketing from planning
- Training of locals- History is important, and past learnings when TEQ and the DnD use to fund committee and organisers to attend other TEQ sponsored events like Noosa tri , Mooloolah and the TEQ conference which went for 6 years. It was agreed that we now include attendance of the committee and volunteers to learn more from other events and bring this knowledge back into the community. There is a fear factor on continually getting external "Consultants" when we should be training our locals to leave some legacy and further "upskill" our committee and community.
- This also acts as a reward system for the long volunteer's hours they do and could potentially be used to entice more people to join the committee.
- Years ago, functions like awards and conferences were attended as a joint effort with both council and DnD, again we feel this is important for us all to work as one.

### Marketing plan:

- We are currently working on our 3 year marketing plan and would like to invite key council staff who are activity involved with Tourism for McKinlay shire into our meetings and discussions to ensure our marketing plans for the event dove tail into the McKinlay Shire Council Tourism plan.
- This was done very well years ago when Sally Eales your Tourism office was on the committee, but unfortunately this area has been missed over the years due to a variety of reasons, but we are keen to reignite that spark and work more closely with them.
- Question – can we invite all the tourism team to a meeting, our events management team are happy to come during work hours if that suits.

### Advertisement of the Positions:

- This will happen after the joint meeting with TEQ and after the June meeting.
- We have been asked many times if the position or positions can be advertised locally. We have advertised locally in the past and it came down to the skills needed and if people has the time. No applications came from locals.Again we would welcome discussion and input into this.

We understand there is a lot of information enclosed, but feel it is now more important than ever to fully inform everyone to ensure everyone has all the information so they can make better decisions based on the correct information. Again very happy to take questions on notice or provide any further information.

Kind regards

Margie Ryder- On Behalf of the Dirt n Dust Committee.  
cc. DnD Committee, TEQ & Humm Events.





## **10. WORKPLACE HEALTH AND SAFETY**

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## Workplace Health, Safety and Risk Report

<b>DATE; 5 August 2019</b>		<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Yearly	<input type="checkbox"/> Two Yearly
<b>July 2019</b>					
<b>Objectives of WH&amp;S Management System Plan 2019-2021</b>					
<ol style="list-style-type: none"> <li>1. Comply with the intent of the Workplace Health and Safety Act 2011 in preventing a persons death, injury or illness being caused by a workplace, by a relevant workplace area, by work activities, or by plant or substances for use at a workplace</li> <li>2. Contribute to a Management framework that allows all work areas to manage WH&amp;S in a preventative way;</li> <li>3. Ensure that WH&amp;S is an integral part of effective business practice; and</li> <li>4. Clearly state the principles for managing WH&amp;S and how the organisation is expected to perform in accordance with legislative requirements</li> </ol> <p><i>The primary objective is to provide a structured methodology to conduct all WH&amp;S matters over an annual cycle.</i></p> <ol style="list-style-type: none"> <li>5. McKinlay Shire Council (MSC) Management team have identified the top 5 work health and safety risks to Council for 2019 and will be reviewed annually. These are:- <ul style="list-style-type: none"> <li>• Verification of Competency (VOC)</li> <li>• Contractor Management <ul style="list-style-type: none"> <li>- Sitepass is up and running. Endeavouring to have all contractors up into the system asap.</li> </ul> </li> <li>• Risk Management</li> <li>• Fit for work</li> <li>• Plant Risk Management</li> </ul> </li> </ol>					
<b>Quarterly KPI's</b>		<b>Measurement / Score</b>	<b>Detail / Information</b>		
80% of completed items indicated in QAP's		77%	See QAP's, Per Quarter and accumulative tally		
20% of carry over items indicated in QAP's		Added to RAP			
<b>Quarterly KPI's</b>		<b>Measurement / Score</b>	<b>Detail / Information</b>		
Progressive Statistics as above		✓	See QAP's Table following on P3 of this Report, Per month and accumulative tally		
Progressive incidents, LTI's and days lost over the year;		✓	Incident and Event Statistical information collated on P4 of this Report, Per month and accumulative tally		
Progressive lost time frequency and duration rates compared to the scheme		✓	LGMS Dashboard Information, P4 of Report		
Progressive costs of claims over the year;		✓	LGMS Dashboard Information, P4 of Report		
Hazard inspections completed as per the Hazard Inspection Matrix		✓	See Hazard Inspection Table on P3		
<b>Yearly KPI's</b>		<b>Measurement / Score</b>	<b>Detail / Information</b>		



Progressive monthly statistics as above	✓	See QAP's Table following on P3 of this Report, Per month and accumulative tally
Progressive incidents, LTI's and days lost over the year;	✓	Incident and Event Statistical information collated on P4 of this Report, Per month and accumulative tally
Progressive lost time frequency and duration rates compared to the scheme	✓	LGMS Dashboard Information, P4 of Report
Progressive costs of claims over the year;	✓	LGMS Dashboard Information, P4 of Report
Hazard inspections completed as per the Hazard Inspection Matrix	✓	See Hazard Inspection Table on P3
Results of Internal WH&S Management System Audit or the WHSA Annual Assessment Report	July 2019	To Schedule 2019 - Is currently in progress – all requirements for the audit have been put together and put onto a USB drive and posted to JLTA. Results are pending.
<b>Two (2) Yearly</b>	<b>Measurement / Score</b>	<b>Detail / Information</b>
Progressive Monthly and 3 monthly statistics as above	✓	See the following tables for statistical outcomes.
Results of an external WHS Management Systems Audit or the WHSA's Annual Assessment Report	50%	External LGW Audit Scheduled for; 13 <sup>th</sup> November 2017
Results of the overall, two yearly injury trend analysis	N/a	Ongoing statistical information following
<b>Additional Objectives</b> (WH&S Management System Plan 2019 / 2021)	<b>Measurement / Score</b>	<b>Detail / Information</b>
Sufficient resources trained to conduct SafePlan's Internal WHS Management Systems Auditing.	TBC	JLTA is completing current audit, will look to complete this if necessary.
The audit report will be accompanied by a Rectification Action Plan (RAP) that will be forwarded to the CEO, Senior Management and then to the WHS Committee for discussion.	✓	
Actions Register; number of actions outstanding	✓	See the Actions Register Table at P3
Training / Information completed as per 'Matrix for T5 Papers' / mapped training E3 LMS.	✓	In process of change over of systems, See Compliance training table at P3
Prestarts and Toolbox Meetings completed	✓	See Table at P3 for Consultation completions
<b>Key Outcomes</b>		
<ol style="list-style-type: none"> <li>1. Management and workers display commitment and involvement in achieving a safe and health workplace</li> <li>2. Appropriate consultative mechanisms are implemented</li> <li>3. Safe systems of work are implemented and maintained</li> <li>4. Plant and equipment is maintained in a safe condition</li> <li>5. All workers receive supervision, instruction, information &amp; induction training in all matters pertaining to WHS</li> <li>6. Reporting of all accidents / incidents &amp; mishaps &amp; / or systems that may be related to WHS risks at workplace</li> </ol>		



7. Effective rehabilitation programs with early intervention to assist injured workers back into the workplace
8. The provision & maintenance of workplaces and equipment where risk to people is eliminated or minimised;
9. Provision of personal protective clothing & equipment, where appropriate, for control of workplace hazards

**Note all of the above KPI's are mandatory and MUST be reported on as directed**

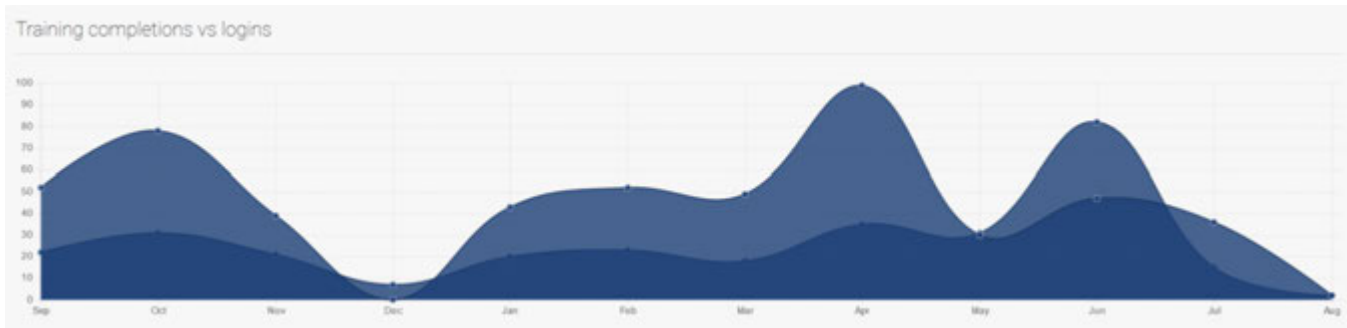
**Reference;**

MSC WHS Safety Management System Plan 2019-2021  
 Procedure, Performance Measures, April 2015 and  
 Procedure, WH&S Incentives and Awards, March 2014

## Compliance Training

As per MSC WHS Safety Management System Plan 2019-2021

E3 LMS (Online) Training initiated April 2018



Risk Assessment Take 5 completed Outside staff & Contractors July 2019

Upcoming training for August;

- Nil

## Key Performance Indicators

As per 'Schedule, Hazard Management Inspection Register', and MSC WHS Safety Management System Plan 2019-2021 Including Quartely Action Plans (QAP's)

MONTH	Quarterly Action Plans (MAP's)						Audits / Hazard Inspections			Traffic Signage Checklist	Actions; Insp & Audits	WH&S Audits & Observ.	Consultation		Risk Management		Comments / Information
	#	Total	Close Out	Comp %	Target	Transferred to CAR	Sched	Complete	Not Comp				P/Start	T/box	JSEA's & SWMS's	Plant & Equip	
Jan-19	12	12	7	58%	80%	5	42%	0	0	0	0	72	1	4			
Feb-Mar 19	19	19	16	84%	80%	3	16%	50	33	17	0	0	195	11	8		
Apr-Jun 19	12	12	10	83%	80%	2	17%	42	18	24	0	0	397	37	4		
Jul-Sep 19	12	12	10	83%	80%			46	4	42	31	0	93	3	6		
Oct-Dec 19	12				80%												
Jan-Mar 20	17				80%												
Apr-Jun 20	12				80%												
Jul-Sep 20	11				80%												
Oct-Dec 20	11				80%												
Jan-Feb 21	15				80%												

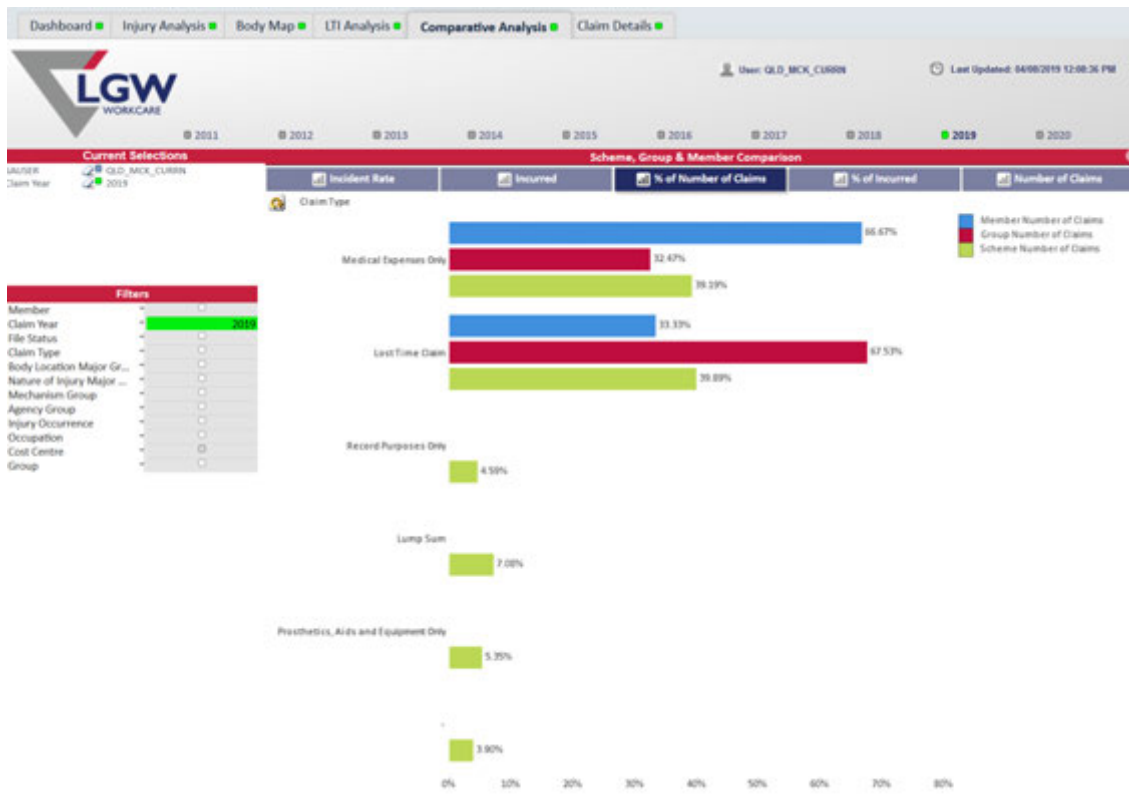
OUTSTANDING ACTIONS	Extreme Risk	High Risk	Moderate Risk	Low Risk	Details / Comments
Total 173	1	25	101	46	At 05/08/19

Extreme Risk; Identified issue with access to Kynuna Bore, EWP Access only – remove platform and ladder (dangerous)  
 Actions are identified via Inspections, Audits, Incidents etc. and their risk assessed, with preventative or corrective actions identified to control the risk – this process improves the Health, Safety and compliance of the business.



## LGW

As at 5 August 2019;



Comparison of MSC (blue) To Overall member group (red) – Shows MSC claims compared to Group & Scheme no of Claims

Total 3 claims for 2019 = \$1,320 (for 2018 Claims)

Total 1 Claim for 2018 = \$254,974 (for 2017 Claim)

## Incidents and Events

### Incidents for MSC - 2019 YTD

MONTH	Total Reports	Injuries					Damage		Environ.	Hazards	Breach	Near Miss	Lost Time	
		LTI	MSW	MFI	F&I	Report Only	Rest work Related	Plant, Equip & Prosthetics					Vandalism	incl MSW Days
Jan-19	1											1		
Feb-19	0													
Mar-19	4					1						3		
Apr-19	2											2		
May-19	2							2						
Jun-19	0													
Jul-19	1											1		
Aug-19	0													
Sep-19	0													
Oct-19	0													
Nov-19	0													
Dec-19	0													
<b>Total 2019</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>
<b>2019</b>														
Monday	2	20%				0600 to 1200	4	40%						
Tuesday	3	30%				1200 - 1600	4	40%						
Wednesday	1	10%				1600 - 0600	2	20%						
Thursday	3	30%				Unknown	0	0%						
Friday	1	10%												
Sat / Sun	0	0%												
<b>Total</b>	<b>10</b>	<b>100%</b>					<b>10</b>	<b>100%</b>						

There has been an increase in Near Miss reporting which has allowed for changes to be made before a serious injury occurs.



**11. MEMBERS BUSINESS**

**12. CLOSE**