



# ORDINARY MEETING AGENDA

Tuesday 16 August 2022  
commencing at 9.30am

Quilpie Shire Council Boardroom  
50 Brolga Street, Quilpie

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## Ordinary Meeting of Council

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9 August 2022

The Mayor and Council Members  
Quilpie Shire Council  
QUILPIE QLD 4480

Dear Members

Notice is hereby given that a Pre Meeting Briefing will be held in the Council Boardroom, on **Tuesday 16 August 2022**, commencing at **8.30 am**.

Notice is also hereby given that an Ordinary Meeting of the Quilpie Shire Council will be held at the Council Chambers, on **Tuesday 16 August 2022**, commencing at **9.30am**.

The agenda for the ordinary meeting is attached for your information

Yours faithfully

Justin Hancock  
Chief Executive Officer





# ORDINARY MEETING OF COUNCIL AGENDA

Tuesday 16 August 2022  
Quilpie Shire Council Boardroom  
50 Brolga Street, Quilpie

## ORDER OF PROCEEDINGS

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- 1 OPENING OF MEETING**
- 2 ATTENDANCE**
- 3 APOLOGIES**
- 4 CONDOLENCES**
- 5 DECLARATIONS OF INTEREST**



**6 RECEIVING AND CONFIRMATION OF MINUTES**

**6.1 ORDINARY MEETING OF QUILPIE SHIRE COUNCIL HELD ON TUESDAY 19 JULY 2022**

**IX: 227092**

**Author: Lorraine Mathieson, Executive Assistant / Grants Officer**

**Attachments: 1. Minutes of the Council Meeting held on 19 July 2022**

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**RECOMMENDATION**

That the Minutes of the Council Meeting held on 19 July 2022 be received and the recommendations therein be adopted.



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# Ordinary Meeting of Council

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## MINUTES

Tuesday 19 July 2022

Quilpie Shire Council Boardroom  
50 Brolga Street, Quilpie



**MINUTES OF QUILPIE SHIRE COUNCIL  
ORDINARY COUNCIL MEETING  
HELD AT THE QUILPIE SHIRE COUNCIL BOARDROOM, 50 BROLGA STREET, QUILPIE  
ON TUESDAY, 19 JULY 2022 AT 9.30AM**

**1 OPENING OF MEETING**

The Mayor declared the meeting open at 9.14am

**2 ATTENDANCE**

Cr Stuart Mackenzie (Mayor), Cr Jenny Hewson (Deputy Mayor), Cr Lyn Barnes, Cr Bruce Paulsen, Cr Roger Volz

**In Attendance:** Mr Justin Hancock (Chief Executive Officer), , Mr Brian Weeks (Acting Director Engineering Services), Ms Lorraine Mathieson (Secretariat)

**3 APOLOGIES**

Ms Sharon Frank (Acting Director Corporate and Community Services)

**4 CONDOLENCES**

Condolences were extended to the family of Betty Steele on her passing.

**5 DECLARATIONS OF INTEREST**

Chapter 5B of the Local Government Act 2009 (the Act) requires Councillors to declare a Prescribed or Declarable Conflict of Interest. The Declaration is to be made in writing to the Chief Executive Officer, before the Ordinary Meeting of Council.

Cr Mackenzie noted a prescribed conflict of interest with item 14.1.

Cr Paulsen noted a prescribed conflict of interest with items 11.1 and 16.2.

**6 RECEIVING AND CONFIRMATION OF MINUTES****6.1 ORDINARY MEETING OF QUILPIE SHIRE COUNCIL HELD ON TUESDAY 21 JUNE 2022**

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**RESOLUTION NO: (QSC109-07-22)**

Moved: Cr Jenny Hewson

Seconded: Cr Lyn Barnes

That the Minutes of the Council Meeting held on 21 June 2022 be received and the recommendations therein be adopted.

5/0

**6.2 SPECIAL MEETING OF QUILPIE SHIRE COUNCIL HELD ON WEDNESDAY 6 JULY 2022**

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**RESOLUTION NO: (QSC110-07-22)**

Moved: Cr Bruce Paulsen

Seconded: Cr Roger Volz

That the Minutes of the Special Council Meeting held on 6 July 2022 be received and the recommendations therein be adopted.

5/0

## 7 ITEMS ARISING FROM PREVIOUS MEETINGS

Nil

## 8 MAYORAL REPORT

- 21/6/22 Ordinary Meeting of Council (Quilpie)
- 23/06/22 Regional Development Association Meeting (Zoom)
- 23/06/22 Minister for Agricultural Industry Development & Fisheries, and Rural Communities (Zoom)
- 23/06/22 Eromanga District Community Association Meeting (Eromanga)
- 28/06/22 South West Queensland Regional Organisation of Council Carbon Farming Meeting (Zoom)
- 05/07/22 South West Queensland Regional Organisation of Council SWHHS CEO Meeting (Zoom)
- 06/07/22 Special Meeting of Council - Budget Meeting including Gemseekers Pty Ltd (Gasfields) Presentation (Quilpie)
- 12/07/22 Lake Eyre Basin Stakeholder Advisory Group (Zoom) final meeting
- 14/07/22 Darling Downs and SWQ Council of Mayors (COM) Strategy Meeting (Goondiwindi)
- 15/07/22 Darling Downs and SWQ Council of Mayors Meeting (Goondiwindi)

## 9 COUNCILLOR PORTFOLIO REPORTS

Details	Date of Meeting	Location	Mackenzie	Hewson	Paulsen	Volz	Barnes
Ordinary Council Meeting	21-Jun-22	Quilpie	1	1	1	1	1
Regional Development Australia Meeting	23-Jun-22	Zoom	1				
Eromanga District Community Association	23-Jun-22	Eromanga	1	1			
Minister for Agricultural Industry Development & Fisheries, and Rural Communities	23-Jun-22	Zoom	1				
South West Qld Region of Councils Carbon Farming	28-Jun-22	Zoom	1				
LGAQ Civic Leaders Conference	29-30 June	Sunshine Coast		1		1	
Indigenous Art Exhibition, Launch NAIDOC week	03-Jul-22	Quilpie			1		1
South West Qld Region of Councils CEO Meeting	05-Jul-22	Zoom	1				
Special Council Meeting (Budget)	06-Jul-22	Quilpie	1	1	1	1	1
Eromanga Gas Plant Reactivation (Gemfinders)	06-Jul-22	Quilpie	1	1	1	1	1
NAIDOC week celebration	07-Jul-22	Baldy Top		1		1	1
NAIDOC week finale	08-Jul-22	John Waugh Park				1	1
LEB Stakeholder Advisory Group	12-Jul-22	Zoom	1				
Darling Downs & SWQ Council of Mayors Strategy	14-Jul-22	Goondiwindi	1				
Darling Downs & SWQ Council of Mayors Meeting	15-Jul-22	Goondiwindi	1				
Corinna Bonshek & Collaborators - Quilpie Opera	18-Jul-22	Quilpie		1		1	1

## 10 OPERATIONAL STATUS REPORTS

### 10.1 ENGINEERING SERVICES STATUS REPORTS

#### 10.1.1 ENGINEERING SERVICES STATUS REPORT JUNE 2022

**EXECUTIVE SUMMARY**

Engineering Services Report June 2022.

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Noted

**10.2 CORPORATE AND COMMUNITY SERVICES STATUS REPORTS****10.2.1 HEALTH PROMOTIONS OFFICER REPORT****EXECUTIVE SUMMARY**

The purpose of this information report is to provide Council with a quarterly update on Health Promotions activities and services provided.

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Noted

**10.3 FINANCE SERVICES STATUS REPORTS****10.3.1 FINANCIAL SERVICES STATUS REPORT - JUNE 2022****EXECUTIVE SUMMARY**

This report is to provide Council with a summary of the cheques issued for month ending 30 June 2022.

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Noted

**10.4 GOVERNANCE SERVICES STATUS REPORTS****10.4.1 TOURISM AND ECONOMIC DEVELOPMENT REPORT****EXECUTIVE SUMMARY**

The purpose of this report is to update Council on Tourism and Economic Development activities.

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Noted

**10.4.2 MANAGER GOVERNANCE AND COMPLIANCE OPERATIONAL STATUS REPORT****EXECUTIVE SUMMARY**

The purpose of this report is to provide a quarterly overview of the Governance and Compliance area.

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Noted

**10.4.3 CHIEF EXECUTIVE OFFICER - MONTHLY STATUS REPORT**

**EXECUTIVE SUMMARY**

This report provides information and updates to Council on various activities and programs that are facilitated within the Chief Executive Officer's portfolio.

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Noted

**11 ENGINEERING SERVICES****11.1 CONTRACT FOR SCREENING OF MATERIAL FOR RESTORATION OF ESSENTIAL PUBLIC ASSET WORKS 2022.**

Cr Bruce Paulsen declared he has a prescribed conflict of interest (as defined by sections 150EG, 150EH and 150EI of the *Local Government Act 2009*) in matters regarding the Quilpie Golf Club.

Cr Bruce Paulsen is President of the Quilpie Golf Club. The Quilpie Golf Club has business matters underway with a company offering a tender.

Cr Bruce Paulsen advised that in accordance with legislative requirements he will leave the meeting while the matter is discussed.

At 10:57 am, Cr Bruce Paulsen left the meeting.

**EXECUTIVE SUMMARY**

The purpose of this report is to provide Council with a recommendation to award contract T25 21-22 QSC FD2022 - Screening of Material for Restoration of Essential Public Asset Works 2022.

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**RESOLUTION NO: (QSC111-07-22)**

Moved: Cr Roger Volz

Seconded: Cr Jenny Hewson

1. That Council:

- (a) Subject to funding approval and finalisation, award T25 21-22 QSC FD2022 - Screening of Material for Restoration of Essential Public Asset Works 2022 to APV Contracting Pty Ltd for an amount of up to \$622,000.00 Excl GST; and
- (b) Delegate power to the Chief Executive Officer, pursuant to section 257 of the Local Government Act 2009 to negotiate, finalise, and execute any and all matters associated with or in relation to this project and contract including without limitation any options and/or variations as per Council's procurement policy.

4/0

At 11:04 am, Cr Bruce Paulsen returned to the meeting.

**12 CORPORATE AND COMMUNITY SERVICES****12.1 BULLOO BUSH BALL - IN-KIND BUS SERVICE SUPPORT**

**EXECUTIVE SUMMARY**

The Bulloo Bush Bash committee has written to council to request in-kind support in the way of a wavering or reduction of the bus hire fee. The bus is required to offer a pick up and drop off bus service at the 'Bulloo Bush Ball' in October 2022.

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**RESOLUTION NO: (QSC112-07-22)**

Moved: Cr Jenny Hewson

Seconded: Cr Lyn Barnes

That Council provide in-kind support by wavering the bus hire fee, valued at \$41 per/day plus 45c per/kilometre for the Bulloo Bush Bash Ball in October 2022.

5/0

**12.2 QUILPIE & DISTRICT SHOW SOCIETY - IN-KIND SUPPORT FOR WATER, WATERTRUCK & OPERATOR.****EXECUTIVE SUMMARY**

The Quilpie District Show & Rodeo Committee have written to Council requesting in-kind support of 50,000 litres of potable water plus water truck and operator. The water is required to secure a unique entertainment option in a Jetpack stuntman who utilises the water to operate his jet pack to perform tricks for the crowd.

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**RESOLUTION NO: (QSC113-07-22)**

Moved: Cr Bruce Paulsen

Seconded: Cr Roger Volz

That Council approves the in-kind support of 50,000 litres of water, water truck and operator to the Quilpie District Show and Rodeo Committee for 9 and 10 September 2023 (valued at \$850.00).

5/0

**13 FINANCE****13.1 FINANCIAL SERVICES REPORT MONTH ENDING 30 JUNE 2022****EXECUTIVE SUMMARY**

The purpose of this report is to present the monthly financial report to Council in accordance with section 204 of the *Local Government Regulation 2012* for the period ended 30 June 2022.

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**RESOLUTION NO: (QSC114-07-22)**

Moved: Cr Bruce Paulsen

Seconded: Cr Lyn Barnes

That Council receive the Finance Report for the period ending 30 June 2022

.5/0

## 14 GOVERNANCE

### 14.1 EROMANGA NATURAL HISTORY MUSEUM - REQUEST FOR SUPPORT

Cr Stuart Mackenzie declared he has a prescribed conflict of interest (as defined by sections 150EG, 150EH and 150EI of the *Local Government Act 2009*) in matters regarding the Eromanga Natural History Museum.

Cr Stuart Mackenzie is Chair of the Outback Gondwana Foundation which operates the Eromanga Natural History Museum. The Eromanga Natural History Museum stands to gain a financial benefit depending on the outcome of the matter.

Cr Stuart Mackenzie advised that in accordance with legislative requirements he will leave the meeting while the matter is discussed.

At 11:19 am, Cr Stuart Mackenzie left the meeting.

Deputy Mayor Cr Jenny Hewson assumed the chair.

#### EXECUTIVE SUMMARY

The Eromanga Natural History Museum, with support from the Quilpie Shire Council, have recently installed a new turfed area in line with the ENHM Masterplan. The ENHM are requested support through the donation of a Zero Turn Mower to help with the grounds maintenance of the facility.

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#### RESOLUTION NO: (QSC115-07-22)

Moved: Cr Lyn Barnes

Seconded: Cr Bruce Paulsen

1. Council resolves:

- (a) In accordance with S236(1)(b)(ii) of the Local Government Regulation 2012 dispose of asset PLANT069 - Husqvarna PZ 29D Zero Turn Mower to the Eromanga Natural History Museum (Outback Gondwana Foundation) at a nominal cost of \$1; and
- (b) The Eromanga Natural History Museum (Outback Gondwana Foundation) take on responsibilities for asset PLANT069 - Husqvarna PZ 29D Zero Turn Mower including insurance, registration, maintenance etc.

4/0

At 11:21 am, Cr Stuart Mackenzie returned to the meeting, and resumed the chair.

### 14.2 OPERATIONAL PLAN 21-22 FOURTH QTR ASSESSMENT

#### EXECUTIVE SUMMARY

This report will present the fourth quarter assessment of the 2021/22 Operational Plan to Council.

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#### RESOLUTION NO: (QSC116-07-22)

Moved: Cr Roger Volz

Seconded: Cr Bruce Paulsen

That Council notes the fourth quarter review for the 2021/22 Operational Plan.

5/0

#### ADJOURNMENT

The meeting adjourned for lunch at 12.32pm and resumed at 12.52pm.



**14.3 TENDER T21 21-22 CONSTRUCTION OF TWO (2) X FOUR (4) BEDROOM HOUSES****EXECUTIVE SUMMARY**

The purpose of this report is to provide Council with a recommendation regarding Tender T21 21-22 Construction of Two (2) x Four (4) Bedroom Houses.

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**RESOLUTION NO: (QSC117-07-22)**

Moved: Cr Roger Volz

Seconded: Cr Lyn Barnes

That Council resolves for Tender T21 21-22 Construction of Two (2) x Four (4) Bedroom Houses to lay on the table in order to seek clarification around tender responses.

5/0

**15 CONFIDENTIAL ITEMS**

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**RECOMMENDATION**

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 275 of the Local Government Act 2012:

**MOTION**

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**RESOLUTION NO: (QSC118-07-22)**

Moved: Cr Jenny Hewson

Seconded: Cr Roger Volz

That Council move into closed session.

5/0

**15.1 Revision of Contract**

This matter is considered to be confidential under Section 254J(3) - g of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.

**MOTION**

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**RESOLUTION NO: (QSC119-07-22)**

Moved: Cr Jenny Hewson

Seconded: Cr Roger Volz

That Council move out of closed session.

5/0

**15.1 REVISION OF CONTRACT**

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**EXECUTIVE SUMMARY**

The current Quilpie Swimming Pool Management Contract is held by All About Aquatics (AAA) for the period 1 August 2020 until 31 July 2023. This agreement allows of an annual increase of \$1,500 (Inc GST) as per clause 2 in the conditions of contract. AAA has written to Council for consideration to increase the remuneration of the contract.

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**RESOLUTION NO: (QSC120-07-22)**

Moved: Cr Roger Volz

Seconded: Cr Bruce Paulsen

1. That Council:

- (a) Note the correspondence from AAA dated 21 June 2022;
- (b) Note the remuneration schedule for 1 August 2022 – 31 July 2023, noting that Clause 2 of the executed agreement does not allow for any 'further remuneration'; and
- (c) Provide small business grant opportunities through Council's Manager Economic Development & Tourism.

5/0

**16 LATE ITEMS****16.1 LGAQ ANNUAL CONFERENCE - MOTION REQUEST****EXECUTIVE SUMMARY**

The Local Government Association of Queensland (LGAQ) has called for agenda items/motions for consideration at the 126th Annual Conference to be held in October 2022. Motions are required to be submitted by no later than Wednesday 10 August 2022. The Agenda Committee will review all submitted motions and provide a Preliminary Agenda for Member Councils four (4) weeks prior to the commencement of the Conference.

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**RESOLUTION NO: (QSC121-07-22)**

Moved: Cr Lyn Barnes

Seconded: Cr Roger Volz

1. That Council endorse the following motion for the annual LGAQ conference:

- (a) The LGAQ calls on the State Government to reform the eligibility criteria for the Queensland Housing Finance Loan to support Queenslanders in regional, remote and first nation communities who can afford to buy or build a home but cannot get private finance from a bank or building society.

5/0

**16.2 RFQ 01 22-23 SUPPLY OF ONE (1) 4WD TWIN CAB UTILITY**

Cr Bruce Paulsen declared he has a prescribed conflict of interest (as defined by sections 150EG, 150EH and 150EI of the *Local Government Act 2009*) in matters regarding the Quilpie Golf Club.

Cr Bruce Paulsen is President of the Quilpie Golf Club. The Quilpie Golf Club has business matters underway with a company offering a tender.

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Cr Bruce Paulsen advised that in accordance with legislative requirements he will leave the meeting while the matter is discussed.

At 1:08 pm, Cr Bruce Paulsen left the meeting.

### EXECUTIVE SUMMARY

Council was successful in obtaining a grant to purchase a replacement vehicle for Eromanga SES. Quotes for the supply and delivery of one (1) 4WD Twin Cab Utility were called as part of the application process. Widelands Group, Black Toyota and O'Briens Toyota were invited to quote. Prices are detailed below.

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### RESOLUTION NO: (QSC122-07-22)

Moved: Cr Jenny Hewson

Seconded: Cr Roger Volz

1. That Council:

- (a) receives the report and accepts the quote for one (1) 4WD Twin Cab Utility from O'Brien Toyota for a total price of \$49,090.91 excluding GST; and
- (b) authorises the Chief Executive Officer to dispose of Unit #31 via auction.

4/0

At 1:09 pm, Cr Bruce Paulsen returned to the meeting.

## 17 GENERAL BUSINESS

Councillors were invited to raise any matters they wished to discuss. Matters raised included:

- Quilpie Agricultural Show – Council to host an information stand, showing employment opportunities for people, including plant and machinery items to attract interest
- Apprenticeships – Council is actively pursuing the policy of employing apprentices
- Bicentennial Park playground is expected to be completed next week
- A letter of thanks to be written to Emmanuel College, noting how happy Council was with their visit and contribution to our community, and asking if there were more ways Council could integrate with their activities
- Bio-security issues were discussed, specifically relating to the threat of Foot and Mouth Disease, and feral pig populations.

### MOTION

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### RESOLUTION NO: (QSC123-07-22)

Moved: Cr Lyn Barnes

Seconded: Cr Bruce Paulsen

Council resolves that a letter be written to the State and Federal Ministers for Department of Agriculture and Fisheries, in light of the FMD threat, Council requests the State to locate a bio-security officer in Quilpie Shire, and to provide funding for large scale feral pig eradication.

5/0

### MOTION

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**RESOLUTION NO: (QSC124-07-22)**

Moved: Cr Bruce Paulsen

Seconded: Cr Roger Volz

That Council authorise the CEO to undertake a Tender Consideration Plan in accordance with s230 of The Local Government Regulation 2012 for the purchase of up to four (4) x Four (4) bedroom houses to be presented at a Council meeting at a future date.

5/0

**18 MEETING DATES**

The next Ordinary Meeting of Quilpie Shire Council will take place on Tuesday 16 August 2022 in the Quilpie Shire Council Boardroom, 50 Brolga Street, Quilpie commencing at 9.30am.

There being no further business the Mayor declared the meeting closed at 2.54pm.

I hereby certify that the foregoing is a true record of the Minutes of the Proceedings of the Ordinary Meeting held on the Tuesday, 19 July 2022.

Submitted to the Ordinary Meeting of Council held on Tuesday, 16 August 2022.

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Cr Stuart Mackenzie

**Mayor of Quilpie Shire Council**

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Date

**7 ITEMS ARISING FROM PREVIOUS MEETINGS**

Nil

**8 MAYORAL REPORT**

**9 COUNCILLOR PORTFOLIO REPORTS**

## **10 OPERATIONAL STATUS REPORTS**

### **10.1 ENGINEERING SERVICES STATUS REPORTS**

#### **10.1.1 ENGINEERING SERVICES STATUS REPORT JULY 2022**

**IX:** 227333

**Author:** Peter See, Director Engineering Services

**Attachments:** 1. Map of 2021 Flood damage works completed [↓](#) 

#### **KEY OUTCOME**

Nil

#### **EXECUTIVE SUMMARY**

Engineering Services Status Report July 2022

#### **ACTION ITEMS**

Nil

#### **OPERATIONAL UPDATE**

##### **General**

- The works on Congie Road to allow access to the APA gas works were completed as a private works contract. This involved grading of side tracks through gates at grid locations and filling of deep flood ways and drainage structures. Other work was done to lop trees at the site using Council staff. Once all oversize deliveries have occurred, the fill in the flood ways will be removed and also paid as private works.
- The temporary roads supervisor will complete his term of engagement on 12 August 2022.
- Four car wrecks were recovered from the Quilpie Common and taken to the scrap section of the Quilpie Waste centre. An abandoned vehicle was also recovered from the Adavale Charleville Road.
- It is noted that the black coloured fencing at John Waugh Park is already showing significant whitening and chalkiness after only two years' service.
- Despite reservations of both Council staff and Queensland Racing, the Quilpie Race track continues to be dragged and tyned by people. This has the strong possibility of working more stone to the surface and deteriorating the \$120,000 of works carried out with Council funding.

##### **Roads**

##### **RMPC**

- The full length of the Charleville Quilpie (Diamantina Developmental) Road from the Murweh Shire boundary to the Red Road Intersection has been shoulder graded and all drainage cleared since 02 January 2022. Approximately 20 kilometres has also been edge patched.
- Shoulder grading has also been carried out on the Diamantina Developmental road between the Cooper Developmental Road and Quilpie.

##### **Other TMR Works**

- Work has commenced on the works to seal the first 5.07 km of the Quilpie-Adavale Red Road commencing at the Diamantina Developmental Road intersection. This work is funded by Transport and Main Roads re-sheeting funding, TMR TIDS funds, and Council Capital works.

**Flood Damage Works**

- Please see attached report from Proterra Group.

**Council Buildings and Facilities**

- The works on the Bicentennial Park upgrade are now essentially complete. The shade shed, mono rail, Infant climbing “tractor” and swings are in place and soft fall has been placed.
- The works on the Bulloo River walk are nearing completion. Most concrete bases are completed and the furniture has been assembled at the depot.
- The footpath works in Jabiru Street are complete.
- The concrete and structures gang also carried out the works on Congie Road.

**Waste**

- A new tyre disposal pit has been excavated in the Quilpie waste centre in the staff only section.
- Waste has been collected from the APA site under contract as private works.

**Water and Sewerage**

- Irrigation has been installed at Bicentennial Park.

**Plant and Workshops**

- Two utilities have been delivered by Black Toyota.
- The Service trailer for the workshop has been delivered.
- Despite best assurances, utilities and trucks have not been delivered by Brown and Hurley, Black Trucks and Agriculture, and O'Brien Toyota. This is a major problem to Council's budget.

**Town Services**

- The supervisor is due to return from extended leave in the second week of August.
- All town services staff have been told to take leave due to excess balances.
- Town Services have supported all community events held during the month.

**CONSULTATION (Internal/External)**

Nil

**LEGAL IMPLICATIONS**

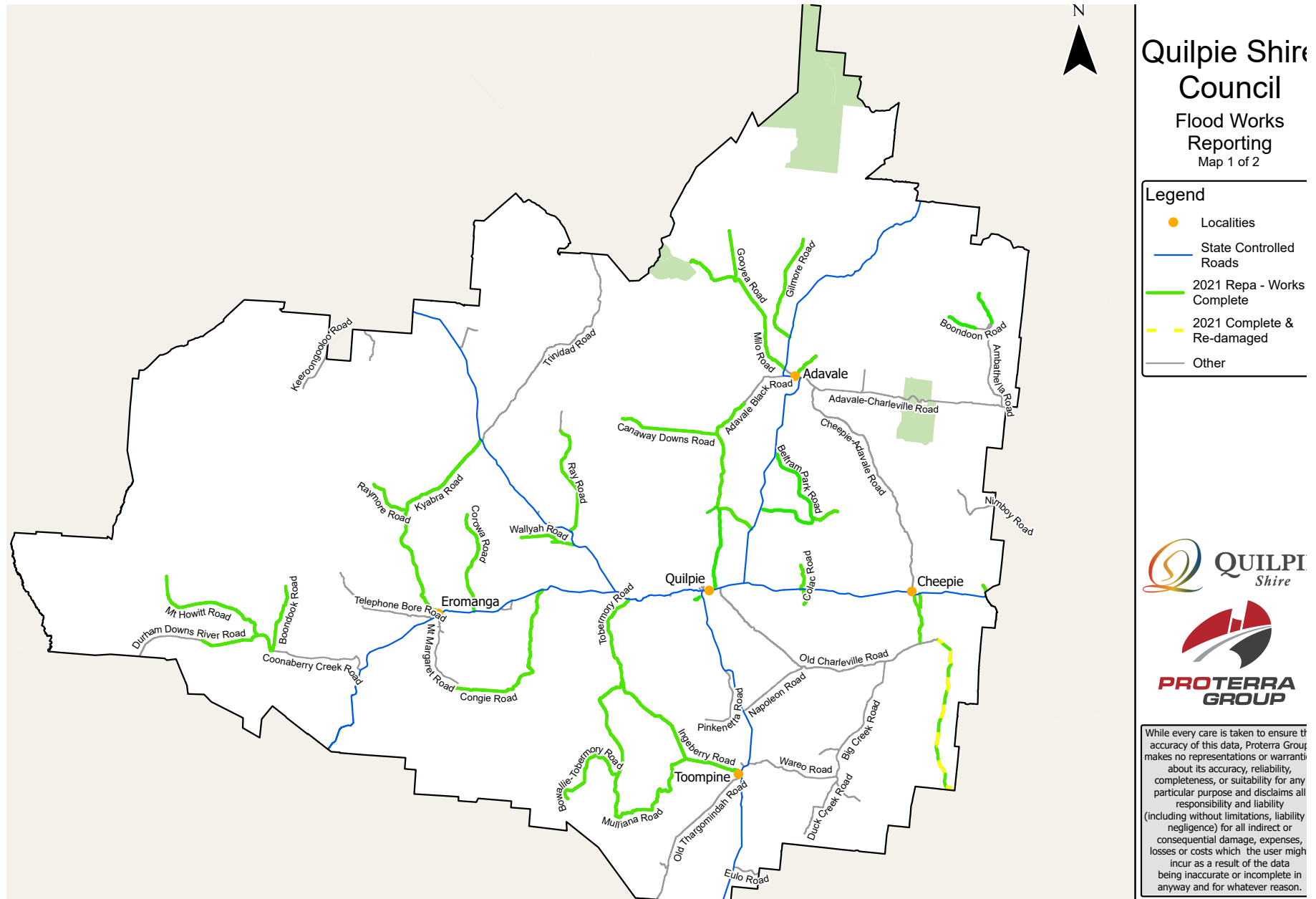
Nil

**FINANCIAL AND REVENUE IMPLICATIONS**

As per budget program.

**RISK MANAGEMENT IMPLICATIONS**

Nil.





## 10.2 CORPORATE AND COMMUNITY SERVICES STATUS REPORTS

### 10.2.1 PEST AND LIVESTOCK MANAGEMENT COORDINATOR REPORT

**IX:** 227469

**Author:** Damien McNair, Pest & Livestock Management Coordinator

**Attachments:** Nil

#### KEY OUTCOME

Nil

#### EXECUTIVE SUMMARY

This report provides information and updates to Council on various activities and programs that are facilitated within the Pest and Livestock Management Officer's portfolio.

#### ACTION ITEMS

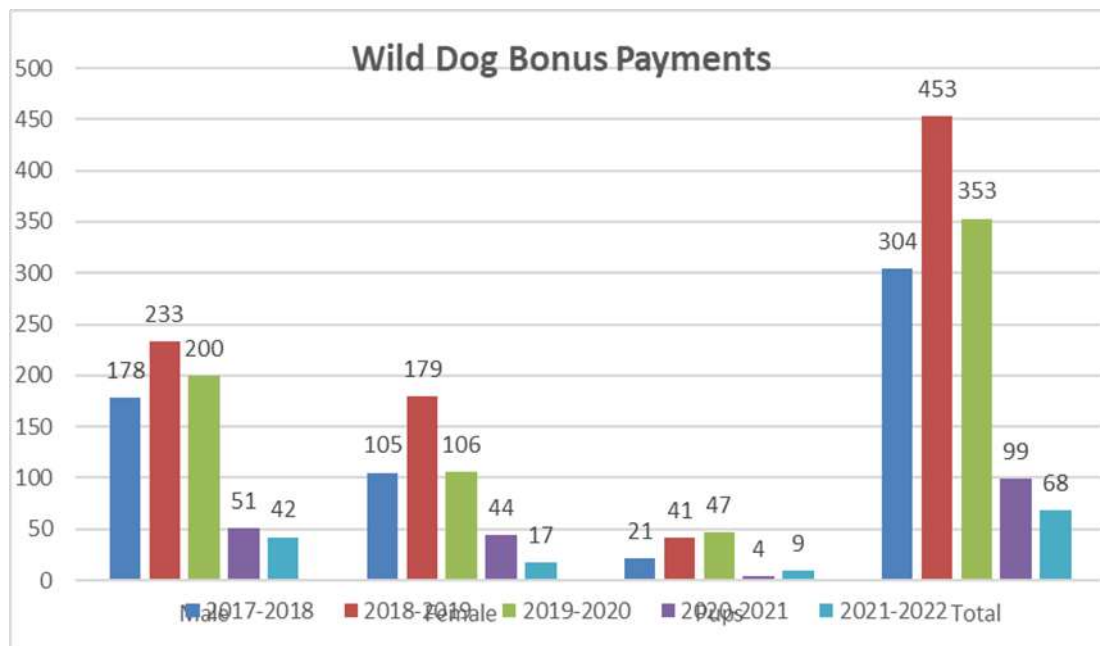
Nil

#### OPERATIONAL UPDATE

Wild Dog Scalps Present to Council – 01/07/2021 to 31/07/2022

<u>Property</u>	<u>No of Scalps</u>			<u>Amount of Payment</u>
	Male	Female	Pups	
Armoobilla	2	2	-	\$200.00
Greenmulla	5	1	-	\$300.00
Varna	2	2	2	\$300.00
Bronte	20	7	1	\$1400.00
Mt Howitt	13	5	5	\$1150.00
<b>Total</b>	<b>42</b>	<b>17</b>	<b>8</b>	<b>\$3350.00</b>

\*There have been no wild dog scalps submitted during the month of February.



#### Property Inspections / Trapping

Traps Set	Property Inspections
Nickavilla	North Commongin Nickavilla

#### 1080 Hotspot Baiting

Property	Meat Qty
Bulloo Lake's strip	2100 kg
Adavale strip	2100 kg
Whynot strip	1800 kg
Congie strip	1200 kg

#### Commons and Reserves

<u>Reserve</u>	<u>Condition</u>
Quilpie Common	Very Good
Dillons Well Reserve	Very Good
Warrabin Lane	Very Good
Eromanga Common	Very Good
Adavale Common	Very Good

#### Meetings / Training

Nil

#### Pest Weed Control

Pest weed control on front common and dump area for corral cactus.

**CONSULTATION (Internal/External)**

Supervisors / Managers

Quilpie Wild Dog Advisory Committee

Landholders

Residents / Animal owners

**LEGAL IMPLICATIONS**

Quilpie Shire Council Local Laws

Animal Management Act 2008

**FINANCIAL AND REVENUE IMPLICATIONS**

Quilpie Shire Council Schedule of Fees & Charges

**RISK MANAGEMENT IMPLICATIONS**

Quilpie Shire Council Risk Management Policy

**10.3 FINANCE SERVICES STATUS REPORTS**

Nil

## **10.4 GOVERNANCE SERVICES STATUS REPORTS**

### **10.4.1 GOVERNANCE DEPARTMENT OPERATIONAL REPORT**

**IX: 225377**

**Author: Maree Radnedge, HR Officer**

**Attachments: Nil**

#### **KEY OUTCOME**

Nil

#### **EXECUTIVE SUMMARY**

This report provides a summary of activities from Grants Officer Lorraine Mathieson, and HR Manager, Maree Radnedge.

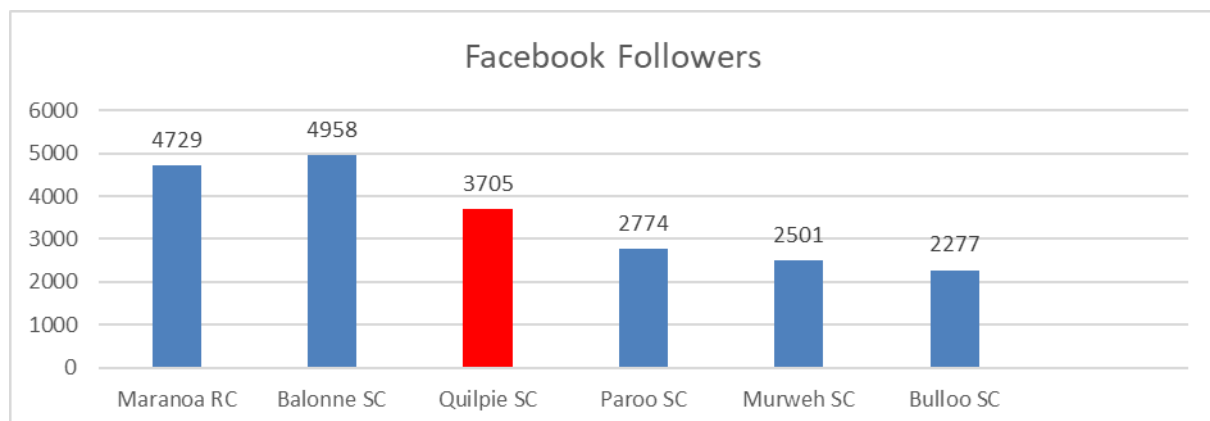
#### **ACTION ITEMS**

N/A

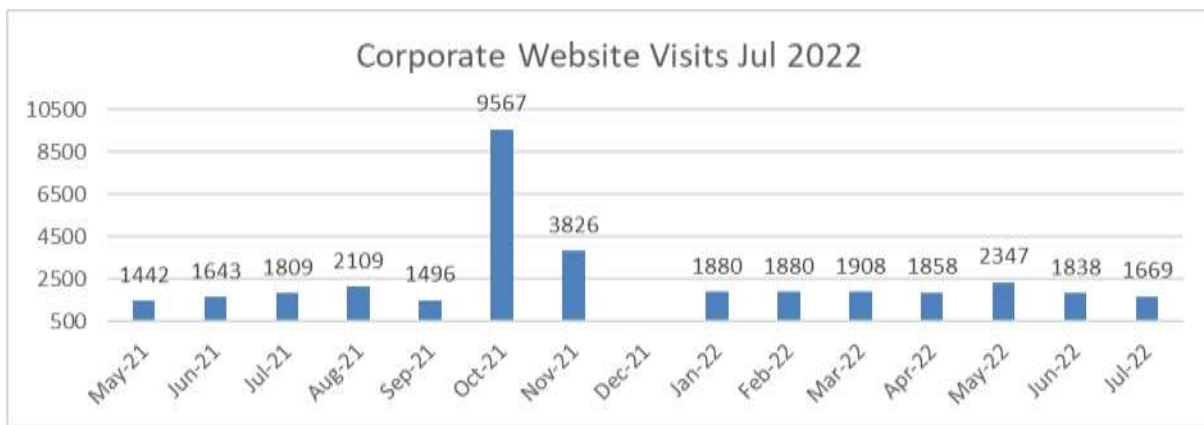
#### **OPERATIONAL UPDATE**

##### **Communications**

As at 31 July 2022, Council's Corporate Facebook page is at 3,705 followers, an increase of 596 since 30 November 2021. The following table shows comparative Council online presence via Facebook:



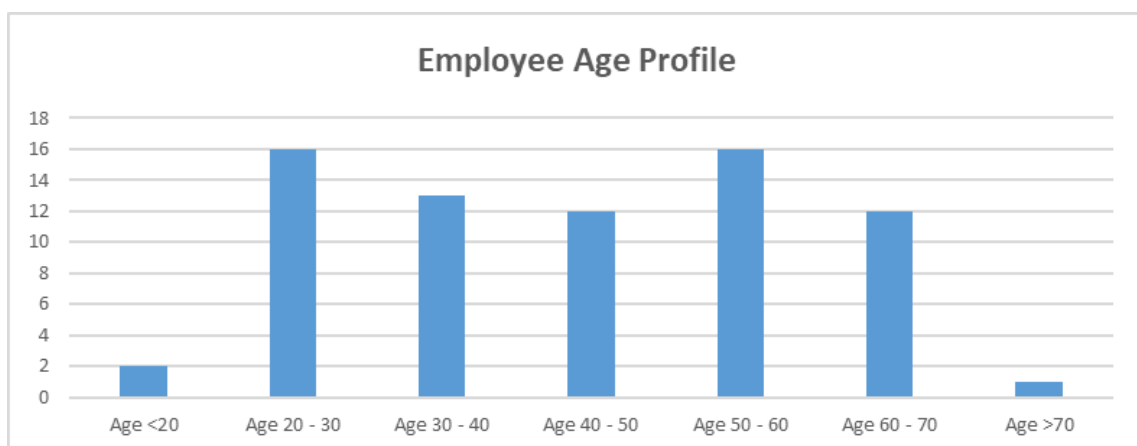
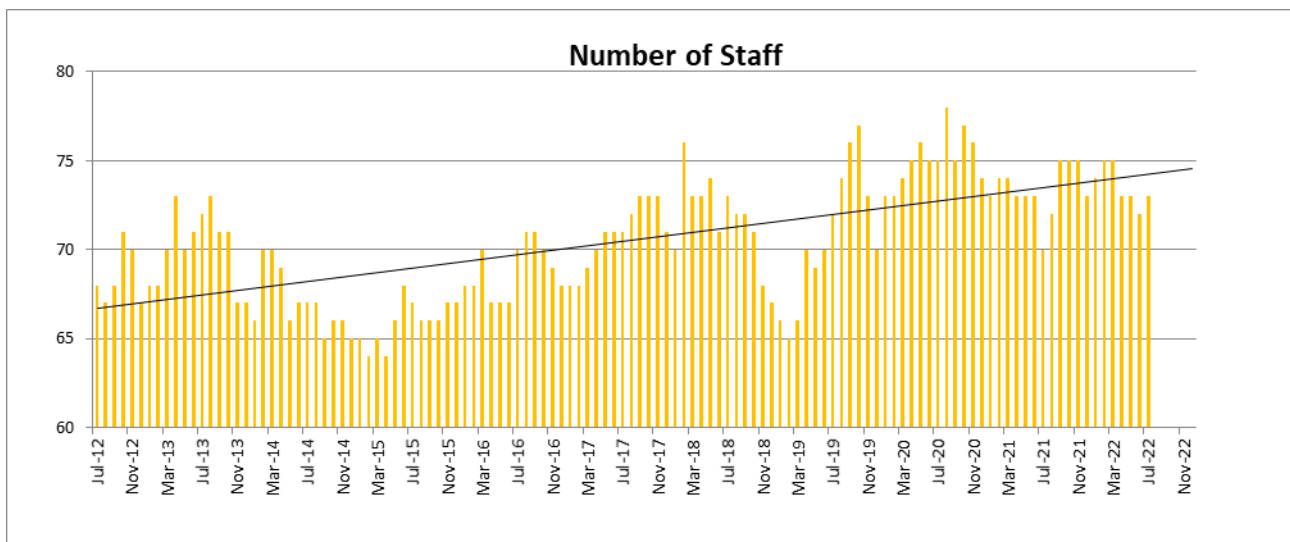
The most popular Facebook post this year was the post advertising the Queen's Jubilee Beacon Lighting which reached 5,137 people. This post also achieved the most engagement with 1,108 hits.

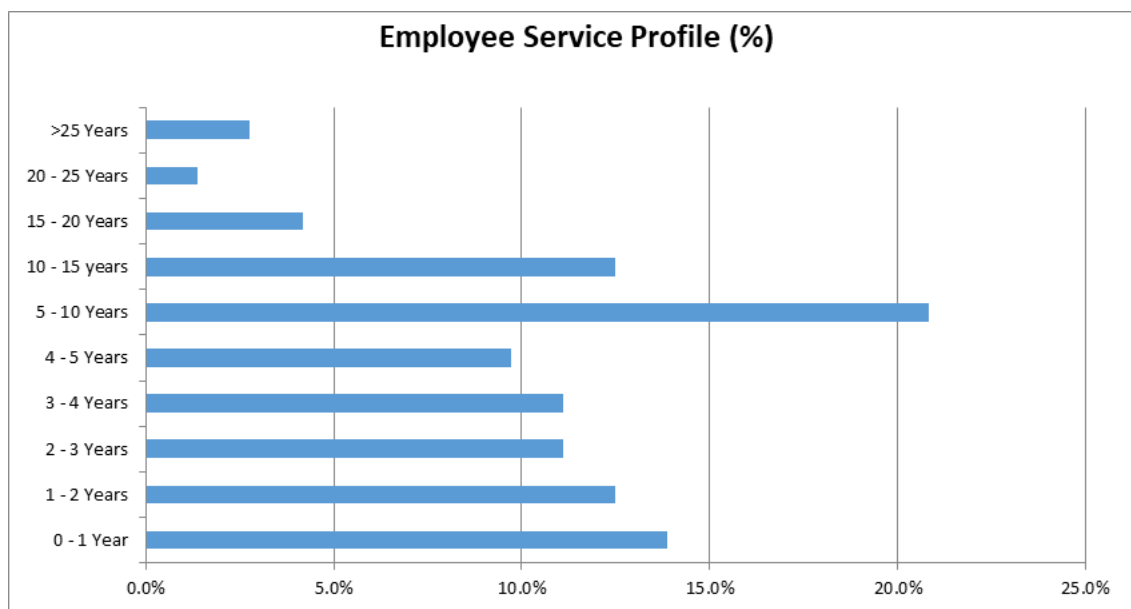
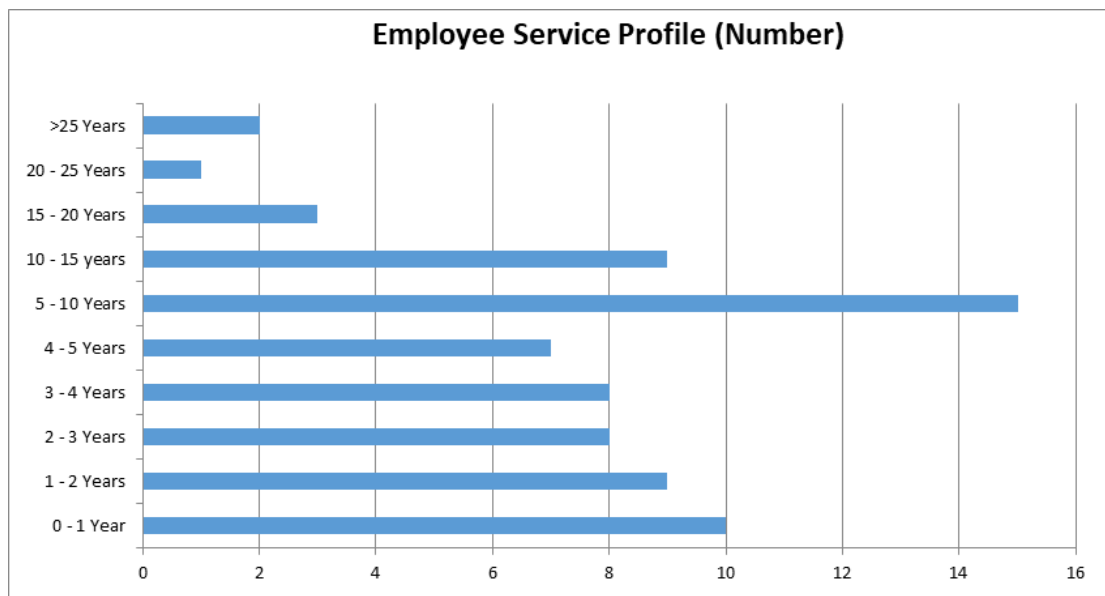


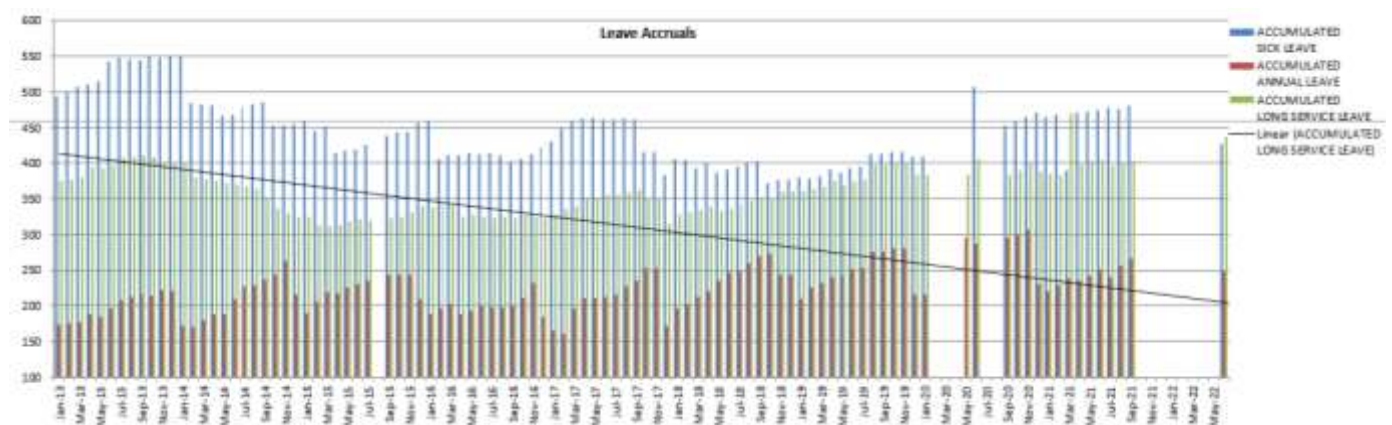
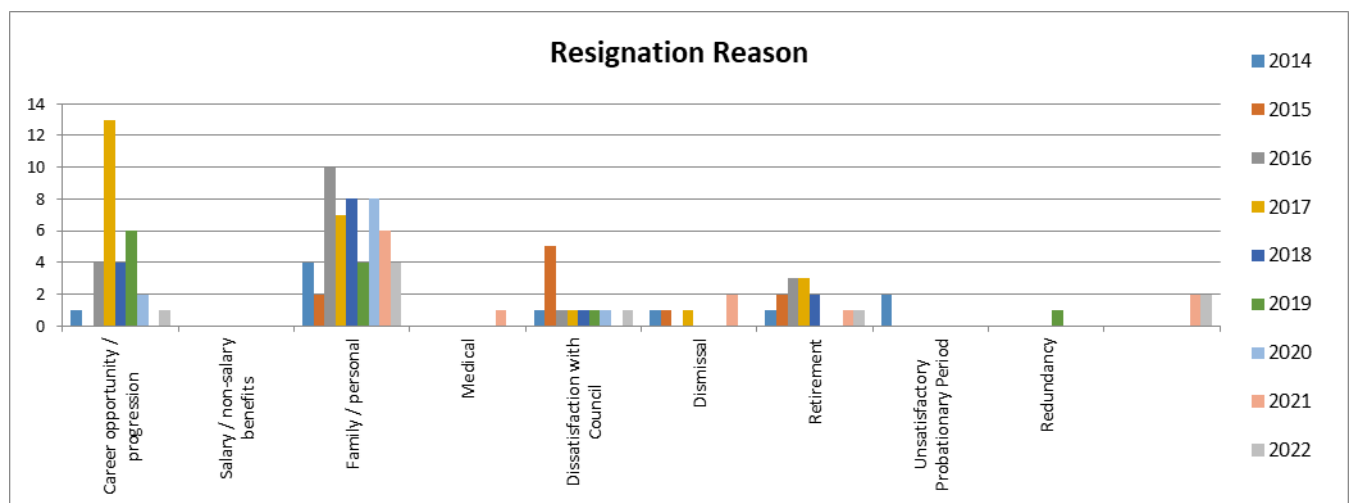
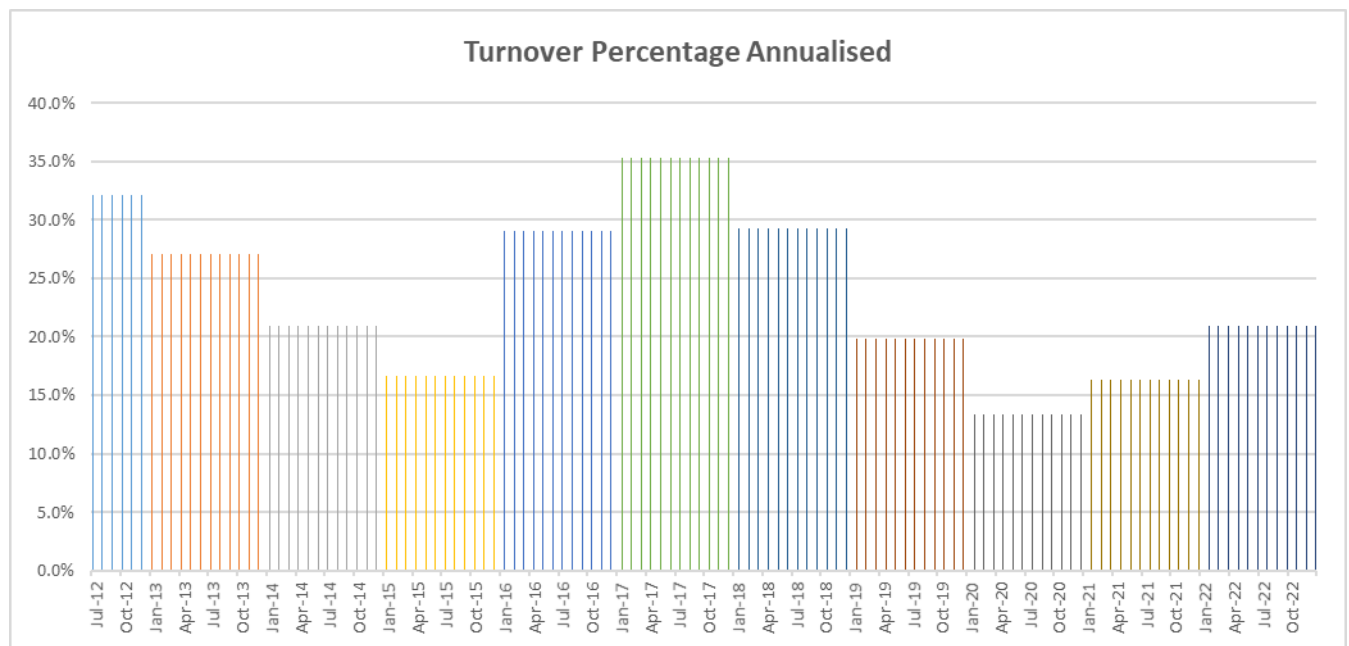
The highest referral rate came from organic searches, followed by direct searches, then referrals. The most visited pages were Building and Planning (311), Job vacancies (157), New Home Owners Grant (127).

### Human Resources

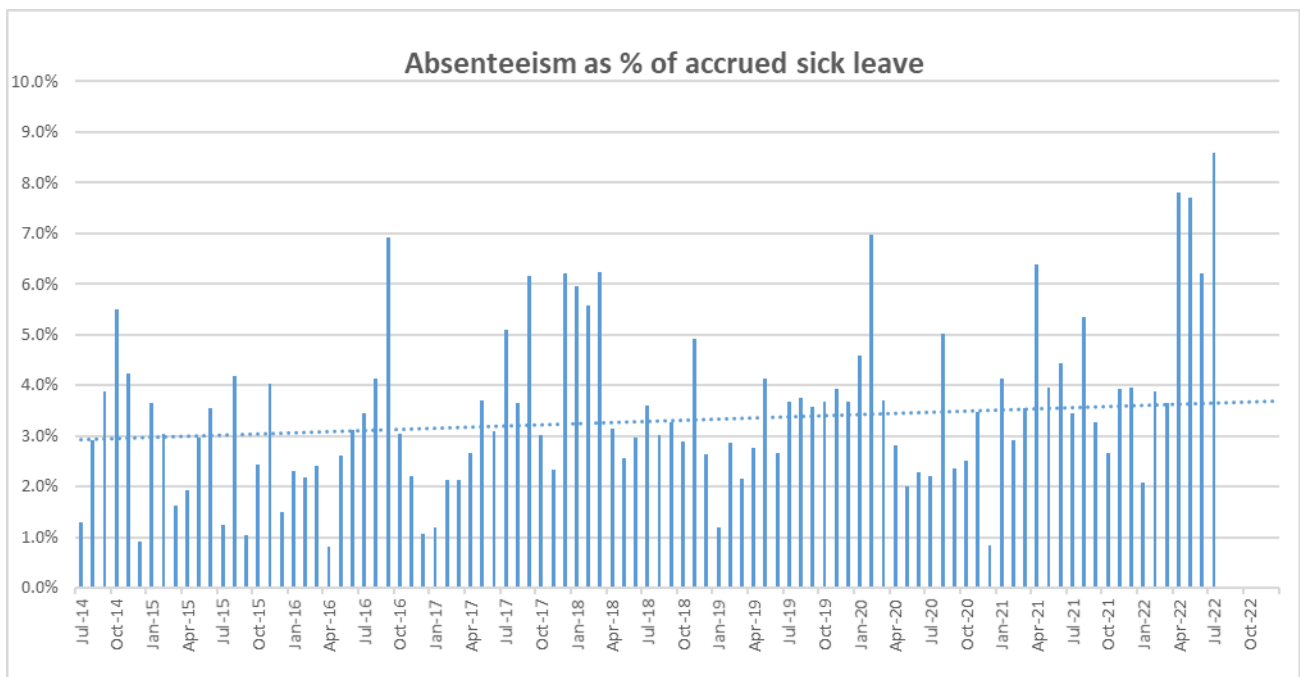
HR Metrics reporting information is provided for Council's information:









**CONSULTATION (Internal/External)**

N/A

**LEGAL IMPLICATIONS**

N/A

**FINANCIAL AND REVENUE IMPLICATIONS**

N/A

**RISK MANAGEMENT IMPLICATIONS**

According to Council's Risk Management Policy

# OPERATIONAL STATUS REPORTS

## CHIEF EXECUTIVE OFFICER - MONTHLY STATUS REPORT

### ORDINARY COUNCIL MEETING AGENDA

16 AUGUST 2022

#### 10.4.2 CHIEF EXECUTIVE OFFICER - MONTHLY STATUS REPORT

**IX:** 227149

**Author:** Justin Hancock, Chief Executive Officer

**Attachments:** Nil

#### KEY OUTCOME

Nil

#### EXECUTIVE SUMMARY

This report provides information and updates to Council on various activities and programs that are facilitated within the Chief Executive Officer's portfolio.

#### ACTION ITEMS

All actions raised in the June Council Meeting have been actioned.

Meeting Date	Subject	Action	Comments	Status
20-Aug-21	SWQROC funding for recycling	Progress requested regarding SWQROC recycling funding	Recycling initiatives to progress through SWQROC Waste Group	Commenced
9-Jul-21	Internet Outage	Write to gain clarification of issues and to seek information regarding alternative providers	Funding through NBN has been received, due to be commissioned by December 2023. Telstra currently upgrading existing mobile towers throughout the Shire.	Completed
11-Jun-21	Quilpie Airport planning	Undertake community consultation regarding changes to airport	Meeting held with working group on 01/06 to discuss project. PVE Solutions engaged to project manage the runway upgrade.	Ongoing
08-Apr-21	Eromanga bean pump	That the beam pump adjacent to the road near Eromanga could be renovated and made into a working pump as a tribute to the oil and gas industry in the shire.	Beam pump has been reassembled. Council to explore potential of signage on history of Oil and Gas in the Shire.	Ongoing
12-Mar-21	Increase number of councillors	Investigate the potential of appointing additional councillors		Not Commenced
12-Nov-20	Strategic Plan for Exclusion Fence	Liaise with Craig Allison - to include a map	Draft map has been completed – additional work required to identify all privately constructed fencing.	Ongoing

Meeting Date	Subject	Action	Comments	Status
12-Nov-20	Map	Map to landholders in regards to exclusion fencing for the next 5 yrs.	Map provided further amendments to be made	Ongoing
14-Aug-20	Adavale Bore Cooling Pond	That Council receive the report and offer to pay 50% of the material costs to the approximate value of \$17,000 to rehabilitate/upgrade the cooling pond and grid subject to the following conditions:	Letter sent. Draft agreement prepared. Waiting to hear from property owner	Ongoing

## OPERATIONAL UPDATE

### Monthly Meetings:

Date	Event	Location
5 July	SWQROC – SWHHS Meeting	Online
6 July	Special Meeting – Budget	Quilpie
6 July	Gem Seekers – Eromanga Gas Plant Reactivation	Quilpie
8 July	SWHHS Local Area Needs Assessment	Online
8 July	QRA – Statewide Assessment of Flood Risk	Online
11 July	Southern Queensland University	Charleville
11 July	Pre-Qualified Suppliers Information Meeting	Quilpie
13 July	TMC/QSC Catch Up - Steven Dart	Online
14-15 July	DDSWQCOM	Goondiwindi
19 July	Ordinary Council Meeting	Quilpie
21 July	Local Buy Community Session	Quilpie
22 July	Telstra Meeting (Scott Mullaly (Regional Engagement Manager), May Boisen and Jon New)	Quilpie
22 July	Elia Architecture – Town House Stage 1 Meeting	Quilpie
25-28 July	Bush Councils Convention	Barcaldine
29 July	Wild Pig Management – Whitsunday Regional Council	Online

### Upcoming Meetings:

Date	Event	Location
11 August	Council Workshop	Quilpie
16 August	Ordinary Council Meeting	Quilpie
16 August	DDMG Meeting - CONFLICT	Online
25 August	QTC Workshop	Quilpie
25-26 August	SWQROC Meeting	Quilpie
6-8 September	LMGA Annual Conference	Gladstone

Date	Event	Location
12-14 September	SWQROC Meeting	Canberra
16 September	Ordinary Council Meeting	Quilpie
20 September	Council Workshop	Quilpie
23 September	Small Business Friendly Council Program	Quilpie
27 September	LGAQ Elected Members Update	Quilpie
12 October	Council Workshop	Quilpie
16-19 October	LGAQ Conference (Inc SWQROC & DDSWQCOM)	Cairns
25 October	Ordinary Council Meeting	Quilpie
9 November	Council Workshop	Quilpie
15 November	Ordinary Council Meeting	Quilpie
7 December	Council Workshop	Quilpie
8-9 December	SWQROC Meeting	St George
13 December	Ordinary Council Meeting	Quilpie

**OPERATIONAL UPDATES**

Nil

**CONSULTATION (Internal/External)**

Councillors

**LEGAL IMPLICATIONS**

N/A

**FINANCIAL AND REVENUE IMPLICATIONS**

N/A

**RISK MANAGEMENT IMPLICATIONS**

Low Risk – Within standard operations

### **10.4.3 TOURISM AND ECONOMIC DEVELOPMENT REPORT**

**IX: 227152**

**Author: Karen Grimm, Manager Tourism & Economic Development**

**Attachments: Nil**

#### **KEY OUTCOME**

Nil

#### **EXECUTIVE SUMMARY**

The purpose of this report is to update Council on Tourism and Economic Development activities.

#### **ACTION ITEMS**

NIL Outstanding Action Items

#### **OPERATIONAL UPDATE**

##### Tourism Development

Caravan and Camping Show attendance: Manager attended two of the three days at the Queensland Outdoor Adventure Expo (Toowoomba). Quilpie VIC participated in the Outback Queensland stand. There was strong interest in South West and Eromanga Natural History Museum. Dinosaurs had strong interest with many enquiries from the semi-retired and young families. Further data and wrap up was not available at the time of this report.

Queensland Tourism Awards: Quilpie VIC had their site visit for the awards in July. It was a positive experience for staff and the judge. The final submissions for the awards close on 15<sup>th</sup> August 2022, the awards will be held in Brisbane in November 2022.

SWQROC Tourism meeting: Meeting was held on Tuesday 2<sup>nd</sup> August with the regional group. Milestone 3 reporting was provided on the 'Be our Guest' campaign. Further presentations were delivered about a micro-tourism booking solution and pub choir initiative. An update was provided on the Australian Tourism Exchange 2022 by Anita Clark who represented the SW Region at this event. A number of buyers at this event have requested more information on the SW Queensland Outback, including more organised tours. A number of actions have been identified, these include continuing to update image libraries and working with operators to develop self-drive packages for trade. Many of these actions form work already in progress for Quilpie Shire.

Quilpeta: The team have managed to run three shows, however an internet issue has held up holding more regular shows. The team are currently working to resolve this issue to be able to open them up to regular shows each week. These shows have also allowed us to smooth out tweaks in the operational side to make delivery smoother for staff moving forward. The online booking platform has also been finalised so people will be able to book in the VIC or online.

VIC Group Experiences summary:

2022 Town tours July	0	2022 Town tours future bookings	6
2022 VIC Morning/Afternoon tea	3*	2022 Quilpeta bookings	41
Group Cancellations: July 2022	0	Reasons: N/A	

\* 1 paid morning tea, 1 seniors morning tea (bringing own food) and one bus tour utilising space to eat lunch provided by Old Empire Café

Visitor numbers: The numbers for July 2022 were down 10% on the same period in 2021, a total drop of 300 people through the centre. Year to date the visitor numbers are down by 1885 people, biggest largest drop was in May and June 2022, when roads were closed to the west and some conflicting media and messaging may have impacted on numbers.

#### Economic Development & Business support

SWQROC (EDAC meeting): Meeting was held on Thursday 21<sup>st</sup> July 2022. This included an update on Boundless Opportunities project. Milestone 3 is complete, Milestone 4 is underway with SWQ pipeline of projects prospectus, Investment ready audit report and capability improvement action plan and potential of engaging a community and industry ambassador. 2022/23 RAB funding submissions include the continuation of investment attraction and identifying opportunities to link with the Olympics (training venues and tourism opportunities.)

Darling Downs and South West EDO Forum (virtual): The Manager attended this forum virtually. It included updates on regional projects. Manager has been in contact with Council's for information on projects delivered in the region that will assist Quilpie in future projects. It also included presentations from Trade and Invest Queensland, Blossom Bookings, Alivia IT and Mycarte. There was no actions from this meeting, or new projects identified.

#### Miscellaneous

Website: The [www.visitquilpie.com](http://www.visitquilpie.com) page had 1638 sessions in July, an increase of almost 6% on June 2022 (1547).

#### Gallery exhibition dates for 2022

Exhibition	Date	Opening
'Through my eyes' Kerri Keanalley	12 <sup>th</sup> August – 9 <sup>th</sup> Sept	Friday 12 <sup>th</sup> August/Evening
Quilpie & District Show photo exhibition	15 <sup>th</sup> Sept – 2 <sup>nd</sup> Oct	No opening for this event
Combined Schools Exhibition	11 <sup>th</sup> October – 6 <sup>th</sup> Nov	Tuesday 11 <sup>th</sup> October/Day
Christmas in the Gallery	12 <sup>th</sup> Nov – 23 <sup>rd</sup> December	Saturday 12 <sup>th</sup> November/Day

#### Social media

Instagram - @visitquilpieshire – data as at 31 <sup>st</sup> July 2022				
Page followers	July: 1269		June: 1262	Increase of: 7
Most popular post July	Indigenous Exhibition			Likes: 32
Most popular post June	Queens Jubilee before and after reel			Likes: 201
Posts per month	July: 6		June: 8	
Average likes/post from month	July: 45		June: 71	
Website – visitquilpieshire.com.au				
Sessions	July 2022: 1638		July 2021: 3733	June 2022: 1547

Facebook - @visitquilpieshire – data as at 31 <sup>st</sup> July 2022			
Page likes	July: 2772	June: 2747	Increase of: 25
Page followers	July: 3174	June: 3148	Increase of: 26
Total posts/shares	July: 17	June: 20	Decrease: 3

<b>Average reach per post from month</b>		July: 838	June: 1478
<b>Most popular post</b> <b>July</b>	Show & Rodeo Post		
	Reach: 2001	Post clicks: 854	Likes: 39
	Shares: 13	Comments: 1	
<b>Most popular post</b> <b>June</b>	Video Quilpie town pre big red bash		
	Reach: 6533	Post clicks: 854	Likes: 277
	Shares: 86	Comments: 34	
<b>**Average daily total reach:</b>	July: 606	June: 903	Decrease: 297
<i>**The number of people who had any content from your Page or about your Page enter their screen. This includes posts, check-ins, ads, social information from people who interact with your Page and more, Unique users.</i>			

## Total visitation numbers through the Visitor Information Centre

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
2013	174	359	408	442	1019	1498	1879	1887	1618	451	115	53	9903
2014	100	112	209	556	1513	1616	1832	1564	1912	414	139	127	10094
2015	112	73	174	843	1425	1811	2152	1820	1935	531	213	75	11164
2016	60	83	187	629	1523	2685	2421	1970	1220	529	205	69	11581
2017	97	106	207	1842	1300	2114	2348	2048	1079	445	246	88	11920
2018	67	62	240	583	1416	1622	2610	2035	1229	408	259	124	10655
2019	89	52	194	443	1130	1712	2725	1440	1450	548	241	97	10121
2020	8	42	53	0	0	446	1688	1458	2172	1111	350	146	7474
2021	64	59	295	894	2154	2657	2950	967	1515	842	290	108	12795
2022	66	65	314	1191	1329	1573	2650						7188

## Total Queensland Visitors through the Visitor Information Centre

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
2013	25	78	134	170	356	385	354	338	468	90	13	10	2421
2014	12	18	31	192	410	282	397	314	344	119	18	13	2150
2015	18	11	53	192	315	288	265	222	339	136	22	0	1861
2016	16	13	28	164	275	258	284	269	142	69	24	6	1101
2017	2	0	34	185	138	182	178	145	202	23	9	3	1101
2018	6	8	33	107	210	155	172	66	70	44	26	2	899
2019	2	5	3	196	479	530	943	480	614	234	52	35	3573
2020	5	23	39	0	0	419	1189	1518	1743	784	170	53	5943
2021	37	50	154	651	1157	1248	1327	823	1247	558	168	59	7420
2022	47	51	217	876	846	717	556						3310

**CONSULTATION (Internal/External)**

NIL

**LEGAL IMPLICATIONS**

No legal implications

**FINANCIAL AND REVENUE IMPLICATIONS**

Operating within budget

**RISK MANAGEMENT IMPLICATIONS**

Nil risk implications



**11      ENGINEERING SERVICES**

Nil

**12 CORPORATE AND COMMUNITY SERVICES**

Nil

**13 FINANCE****13.1 SOLE SUPPLIER ARRANGEMENTS****IX:** 227176**Author:** Kasey-Lee Davie, Procurement Officer**Attachments:** Nil**KEY OUTCOME**

**Key Outcome:** 4. Strong Governance

**Key Initiative:** 4.3 Maintain good corporate governance

**EXECUTIVE SUMMARY**

This report seeks Council's approval for sole supplier arrangements in accordance with sections 235(a) and 235(b) of the *Local Government Regulation 2012*.

**RECOMMENDATION**

That Council:

1. Approve the following entities as sole suppliers within the scope listed below, pursuant to sections 235(a) and 235(b) of the *Local Government Regulation 2012*, as Council is satisfied that there is only one (1) supplier reasonably available to provide the goods/services listed or because of the specialised or confidential nature of the services sought.
2. Authorise appropriately delegated staff to form contractual arrangements with the listed entities in the event that Council's requirements are consistent with the scope of the sole supplier arrangement(s) listed.
3. Undertake a review of the sole supplier arrangements initially on a quarterly basis with a report provided to Council.

Supplier Name	Scope of Sole Supplier Arrangement	Exception
Ergon Energy	Sole supplier of electricity to Council	Section 235(a) - one (1) supplier reasonably available
Telstra Corporation Limited	Provision of telecommunications and internet services to Council including service and repairs to telecommunications infrastructure.	Section 235(a) - one (1) supplier reasonably available
Hastings Deering (Australia) Limited	Provision of parts and servicing for Caterpillar construction equipment, as stipulated by existing warranty and/or service plan requirements.	Section 235(b) – specialised goods and/or services
Civica Pty Ltd	Expenditure related to subscriptions, servicing, support, and consultancy for Council's Financial Management software (Practical Plus).	Section 235(b) – specialised goods and/or services

Changing Ways Psychology	Only supplier who will solely personally deliver EAP services to Council staff, including 2 on-site visits per year.	Section 235(b) – specialised goods and/or services
Roma Sands	Concrete blend supplier - aggregates, sands including a specific concrete mix design approved by TMR.	Section 235(b) – specialised goods and/or services
QLD Local Government Workcare	QLD Local Government supplier for Workers Compensation Insurance	Section 235(b) – specialised goods and/or services
QLD Local Government Mutual	QLD Local Government supplier of Public Liability Insurance	Section 235(b) – specialised goods and/or services
Microsoft Corporation	Annual licence for Microsoft 365 Software	Section 235(b) – specialised goods and/or services
Shire Networks	Expenditure related to ICT hardware, software and support services to Council.	Section 235(a) - one (1) supplier reasonably available
Department of Resources	Expenditure related to annual water licence and property valuation services.	Section 235(a) - one (1) supplier reasonably available
Local Government Association Queensland	LGAQ is the peak body for local government Queensland. Expenditure related to membership fees and specific LG training.	Section 235(a) - one (1) supplier reasonably available
Department of Transport and Main Roads	Registrations and soil testing.	Section 235(a) - one (1) supplier reasonably available
Electoral Commission of Queensland	Independent statutory authority responsible for the impartial conduct of local government elections in Queensland.	Section 235(a) - one (1) supplier reasonably available
Queensland Audit Office	Expenditure related to external audit of Council's annual financial statements and other audit services.	Section 235(a) - one (1) supplier reasonably available
IXOM	Rental of pool chlorine gas cylinders.	Section 235(b) – specialised goods and/or services

Compac Integrated Refuelling Solutions	Refuelling technologies and systems for Quilpie Airport fuel data.	Section 235(b) – specialised goods and/or services
Department of Agriculture & Fisheries	Precept payment – barrier fence.	Section 235(a) - one (1) supplier reasonably available
Magiq	Expenditure related to Council's Management /Records database software and support.	Section 235(b) – specialised goods and/or service
N-Com Pty Ltd	Specialised satellite television services	Section 235(b) – specialised goods and/or service
Jasko	Specialised airport goods, services and support.	Section 235(b) – specialised goods and/or service

## BACKGROUND

Council may enter into a medium-sized contractual arrangement or large-sized contractual arrangement without first inviting written quoted or tenders if Council resolves that there is:

- only one (1) suppliers who is reasonable available or
- because of the specialised or confidential nature of the services that are sought, it would be impractical or disadvantageous for the local government to invite quotes or tenders.

There are a number of suppliers that are sole suppliers to Council or provide specialised goods or services as listed in the table above.

This resolution complies with Council legislative obligations to make these exceptions by Council resolution.

## CONSULTATION (Internal/External)

- Director Engineering
- Works Manager
- Manager Finance & Administration

## LEGAL IMPLICATIONS

Contracting exemptions for sole suppliers / specialised goods and services, must be made by Council resolution.

## POLICY AND LEGISLATION

### *Local Government Regulation 2012*

#### **235 Other exceptions**

*A local government may enter into a medium-sized contractual arrangement or large-sized contractual arrangement without first inviting written quotes or tenders if –*

*(a) the local government resolves it is satisfied that there is only 1 supplier who is reasonably available; or*

*(b) the local government resolves that, because of the specialised or confidential nature of the services that are sought, it would be impractical or disadvantageous for the local government to invite quotes or tenders; or*

Procurement Policy (RESOLUTION NO: (QSCO16-02-22)

**FINANCIAL AND RESOURCE IMPLICATIONS**

Not applicable.

**RISK MANAGEMENT IMPLICATIONS**

Nil

**13.2 SMALL DEBT WRITE-OFF RATES AND CHARGES****IX:** 227178**Author:** Alisha Moody, Rates Officer**Attachments:** Nil**KEY OUTCOME**

**Key Outcome:** 4. Strong Governance

**Key Initiative:** 4.1 Excellence in customer service

4.4 Long-term financial sustainability underpinned by sound financial planning and accountability

**EXECUTIVE SUMMARY**

This report is to request Council's authorisation to write off small interest debts (under \$10) that have accrued on rates assessments between a reminder letter and when the property owner made payment in full.

The interest charges below were generated between the date of addressed reminder letter until they made payment.

**RECOMMENDATION**

That Council allow the small debt write off of interest charges that have accrued on the following assessments totalling \$72.13:

00106-00000-000	\$ 0.05	00529-30000-000	\$ 1.94
00144-00000-000	\$ 7.67	00573-00000-000	\$ 6.30
00146-20000-000	\$ 6.00	00581-50000-000	\$ 6.64
00147-00000-000	\$ 6.80	00795-00000-000	\$ 0.19
00168-20000-000	\$ 2.55	00832-00000-000	\$ 0.30
00183-20000-000	\$ 0.54	00886-00250-000	\$ 1.18
00340-00000-000	\$ 4.96	00886-00260-000	\$ 7.88
00399-00000-000	\$ 1.08	00886-00500-000	\$ 0.94
00407-00000-000	\$ 6.19	00884-00000-000	\$ 0.24
00531-00060-000	\$ 1.94	00043-70000-000	\$ 2.56
00816-50000-000	\$ 0.01		

**BACKGROUND**

Prior to the rates being issued for the period Council has in the past written off small interest debts under \$10. This write off consists only of interest charges that have accrued after the property owner has paid their rates in full but due to interest compounding daily at the time of payment they have not received a settling figure for the date of payment.

This results in a small interest charge that is generated between the date the reminder letter is sent or balance query has been requested, and the date that full payment is received.

**CONSULTATION (Internal/External)**

Manager Finance and Administration

**LEGAL IMPLICATIONS**

Nil

**POLICY AND LEGISLATION**

*Recovery of Rates and Charges and General Debt Policy*

*Revenue Policy*

*Local Government Act 2009*

*Local Government Regulations 2012*

**FINANCIAL AND RESOURCE IMPLICATIONS**

The financial impact of writing off the debt is a reduction of \$72.13 in interest revenue.






**RISK MANAGEMENT IMPLICATIONS**

In accordance with Council's Risk Management Policy.



**13.3 FINANCIAL SERVICES REPORT MONTH ENDING 31 JULY 2022****IX:** 227643**Author:** Sharon Frank, Acting Director Corporate and Community Services

**Attachments:**

1. Monthly Finance Report - Income Statement - July 2022.pdf [↓](#) 
2. Monthly Finance Report - Balance Sheet - July 2022.pdf [↓](#) 
3. Monthly Finance Report - Cash Flow Statement - July 2022.pdf [↓](#) 
4. Monthly Finance Report - Revenue and Expenditure to 31 July 2022.pdf [↓](#) 
5. Monthly Finance Report - Cheque Register 1 July to 31 July 2022.pdf [↓](#) 

**KEY OUTCOME**

**Key Outcome:** 4. Strong Governance

**Key Initiative:** 4.4 Long-term financial sustainability underpinned by sound financial planning and accountability

**EXECUTIVE SUMMARY**

The purpose of this report is to present the monthly financial report to Council in accordance with section 204 of the *Local Government Regulation 2012* for the period ended 31 July 2022.

**RECOMMENDATION**

That Council receive the Finance Report for the period ending 31 July 2022.

**BACKGROUND**

Section 204 of the *Local Government Regulation 2012* requires a financial report to be present at a meeting of Council each month. The report must state the progress that has been made in relation to Council's budget for the period of a financial year up to a day as near as practicable to the end of the month before the meeting is held.

**CONSULTATION (Internal/External)**

Not applicable

**LEGAL IMPLICATIONS**

Not applicable

**POLICY AND LEGISLATION**

*Local Government Regulation 2012*

**204 Financial report**

(1) The local government must prepare a financial report.

(2) The chief executive officer must present the financial report —

*(a) if the local government meets less frequently than monthly — at each meeting of the local government; or*

*(b) otherwise — at a meeting of the local government once a month.*

*(3) The financial report must state the progress that has been made in relation to the local government's budget for the period of the financial year up to a day as near as practicable to the end of the month before the meeting is held.*

**FINANCIAL AND RESOURCE IMPLICATIONS**

As per attached documentation.

**RISK MANAGEMENT IMPLICATIONS**

Low in accordance with Council's Risk Management Policy

# Income Statement

For the Month Ending 31st July 2022

Year Elapsed 8%

	Actual July	Actual YTD	Annual Budget	%
<b>REVENUE</b>				
<b>Operating Revenue</b>				
Rates, Levies and Charges	(1,967)	(1,967)	6,666,500	0%
Fees and Charges	10,922	10,922	82,500	13%
Rental Income	33,618	33,618	460,500	7%
Interest Received	973	973	151,000	1%
Other Income	-	-	39,000	0%
Recoverable Works Revenue	(323,761)	(323,761)	14,049,000	-2%
Grants and Subsidies	4,000	4,000	6,221,000	0%
<b>Total Operating Revenue</b>	<b>(276,215)</b>	<b>(276,215)</b>	<b>27,669,500</b>	<b>-1%</b>
<b>EXPENSES</b>				
<b>Operating Expenses</b>				
Corporate Governance	40,416	40,416	1,785,000	2%
Administration Costs	153,467	153,467	1,892,000	8%
Community Service Expenses	120,362	120,362	2,076,000	6%
Utilities Costs	32,095	32,095	686,500	5%
Recoverable Works / Flood Damage	1,009,844	1,009,844	14,110,000	7%
Environmental Health Expenses	23,473	23,473	1,245,500	2%
Net Plant Operations	(172,484)	(172,484)	(1,662,000)	10%
Tourism and Economic Development	29,168	29,168	1,028,000	3%
Infrastructure Maintenance	92,448	92,448	2,278,000	4%
Finance Costs	639	639	35,000	2%
Depreciation and Amortisation	-	-	6,167,500	0%
<b>Total Operating Expenses</b>	<b>1,329,427</b>	<b>1,329,427</b>	<b>29,641,500</b>	<b>4%</b>
<b>NET OPERATING SURPLUS</b>	<b>(1,605,642)</b>	<b>(1,605,642)</b>	<b>(1,972,000)</b>	<b>81%</b>
<b>Capital Revenue</b>				
Grants and Subsidies	-	-	7,221,000	0%
Gain / (Loss) on Disposal of PPE	100,390	100,390	-	0.00%
<b>Total Capital Revenue</b>	<b>100,390</b>	<b>100,390</b>	<b>7,221,000</b>	<b>1%</b>
<b>NET RESULT</b>	<b>(1,505,252)</b>	<b>(1,505,252)</b>	<b>5,249,000</b>	<b>-29%</b>

**Notes:**

- Gain on Disposal of PPE - auction proceeds - for review
- Recoverable Work Revenue - credit note issued for June 2022 invoice.
- Expenses generally as expected for this time of year.

# Balance Sheet

For the Month Ending 31st July 2022

Year Elapsed 8%

	Actual YTD	Annual Budget	%
<b>Current Assets</b>			
Cash and Equivalents	27,926,135	15,966,846	175%
Trade Receivables	481,545	794,957	61%
Rate Receivables	1,612,692	1,628,564	99%
Inventories	1,360,406	1,070,611	127%
<b>Total Current Assets</b>	<b>31,380,779</b>	<b>19,460,978</b>	<b>161%</b>
<b>Non-Current Assets</b>			
Trade and Other Receivables	111,984	52,142	215%
Property, Plant and Equipment	235,243,913	240,049,677	98%
Capital Works in Progress	7,154,717	19,815,000	36%
<b>Total Non-Current Assets</b>	<b>242,510,613</b>	<b>259,916,819</b>	<b>93%</b>
<b>TOTAL ASSETS</b>	<b>273,891,393</b>	<b>279,377,797</b>	<b>98%</b>
<b>Current Liabilities</b>			
Trade and Other Payables	7,456,322	2,624,847	284%
Employee Leave Provisions	988,610	980,440	101%
<b>Total Current Liabilities</b>	<b>8,444,932</b>	<b>3,605,287</b>	<b>234%</b>
<b>Non-Current Liabilities</b>			
Employee Leave Provisions	257,641	261,613	98%
<b>Total Non-Current Liabilities</b>	<b>257,641</b>	<b>261,613</b>	<b>98%</b>
<b>TOTAL LIABILITIES</b>	<b>8,702,573</b>	<b>3,866,900</b>	<b>225%</b>
<b>NET COMMUNITY ASSETS</b>	<b>265,188,820</b>	<b>275,510,897</b>	<b>96%</b>
<b>Community Equity</b>			
Shire Capital Account	88,402,906	99,191,732	89%
Asset Revaluation Reserve	160,334,761	160,334,761	100%
Current Year Surplus	(1,505,252)	5,249,000	-29%
Accumulated Surplus (B/Fwd)	17,956,404	10,735,404	167%
<b>TOTAL COMMUNITY EQUITY</b>	<b>265,188,820</b>	<b>275,510,897</b>	<b>96%</b>

## Notes:

- There are no significant concerns in relation to the Balance Sheet. Inventories are high due to the identification of land for sale incorrectly categorised as a non-current asset.
- Brought forwarded balances from 2021/22 FY will be updated once the audit is complete and the financial statements are finalised.

## Cash Flow Statement

For the Month Ending 31st July 2022

Year Elapsed 8%

	Actual YTD	Annual Budget	%
<b>Cash Flows from Operating Activities</b>			
Receipts from Customers	160,337	10,278,276	2%
Payment to Suppliers and Employees	(3,735,431)	(23,450,607)	16%
	<b>(3,575,095)</b>	<b>(13,172,331)</b>	<b>27%</b>
Interest Received	973	170,000	1%
Rental Income	33,618	460,000	7%
Operating Grants and Subsidies	4,000	8,791,500	0%
<b>Net Cash Inflow (Outflow) from Operating Activities</b>	<b>(3,536,504)</b>	<b>(3,750,831)</b>	<b>94%</b>
<b>Cash Flows from Investing Activities</b>			
Payments for Property, Plant and Equipment	(95,428)	(19,815,000)	0%
Net Movement on Loans and Advances	-	4,000	0%
Proceeds from Sale of Assets	100,390	850,000	12%
Capital Grants and Subsidies		7,221,000	0%
<b>Net Cash Inflow (Outflow) from Investing Activities</b>	<b>4,962</b>	<b>(11,740,000)</b>	<b>0%</b>
<b>Cash Flows from Financing Activities</b>			
Repayments of Loans	-	-	0%
<b>Net Cash Inflow (Outflow) from Financing Activities</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>Net Increase (Decrease) in Cash Held</b>	<b>(3,531,542)</b>	<b>(15,490,831)</b>	
Cash at Beginning of Reporting Period	31,457,677	31,457,677	
<b>Cash at End of Reporting Period</b>	<b>27,926,136</b>	<b>15,966,846</b>	

# Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

		Resp. Off	REVENUE			EXPENSE			COMMENTS
			ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>1000-0001</b>	<b>CORPORATE GOVERNANCE</b>								
<b>1000-0002</b>	<b>EXECUTIVE SERVICES</b>								
1000-2000-0000	Executive Services Salaries and Oncosts	CEO				19,657	283,000	7%	
1000-2020-0000	Executive Services Expenses	CEO				2,108	533,000	0%	
1000-2040-0000	Executive Services - HR Expenses	HR				5,400	367,000	1%	
<b>1000-0002</b>	<b>EXECUTIVE SERVICES</b>		-	-	0%	<b>27,166</b>	<b>1,183,000</b>	<b>2%</b>	
<b>1100-0002</b>	<b>COUNCILLORS EXPENSES</b>								
1100-2000-0000	Councillor Wages	CEO				-	337,000	0%	
1100-2001-0000	Councillor Remuneration - Meetings	CEO				-	65,500	0%	
1100-2020-0000	Councillors Allowances & Expenditure	CEO				-	14,500	0%	
1100-2025-0000	Councillor Superannuation	CEO				2,973			
1100-2030-0000	Councillor Professional Dev Training	CEO				-	5,000	0%	
1100-2040-0000	Councillors Conferences & Deputation	CEO				770	22,000	3%	
1100-2060-0000	Meeting Expenses	CEO				280	8,000	3%	
<b>1100-0002</b>	<b>COUNCILLORS EXPENSES</b>		-	-	0%	<b>4,023</b>	<b>452,000</b>	<b>1%</b>	
<b>1000-0001</b>	<b>CORPORATE GOVERNANCE</b>		-	-	0%	<b>31,188</b>	<b>1,635,000</b>	<b>2%</b>	
<b>2100-0002</b>	<b>ADMINISTRATION &amp; FINANCE</b>								
2100-2000-0000	Administration Salaries	MF				48,416	1,339,000	4%	
2100-2020-0000	Consultants	MF				2,591	120,000	2%	
2100-2070-0000	Staff Training & Development	HR				28,456	175,000	16%	
2100-2090-0000	Council Gym Membership Program - 20%	HR				-	6,000	0%	
2100-2110-0000	Advertising	MF				455	8,000	6%	
2100-2120-0000	Audit Fees	MF				-	100,000	0%	
2100-2130-0000	Bank Charges	MF				639	7,000	9%	
2100-2180-0000	Computer Services	MF				1,712	206,000	1%	
2100-2185-0000	Fringe Benefits Tax	MF				2,193	13,000	17%	
2100-2220-0000	Shire Office Operating Expenses	DCCS				8,751	87,000	10%	
2100-2230-0000	Insurance	MF				-	80,000	0%	
2100-2270-0000	Legal Expenses	MF				723	50,000	1%	
2100-2280-0000	Postage	DCCS				-	5,000	0%	
2100-2290-0000	Printing & Stationery	DCCS				131	35,000	0%	
2100-2330-0000	Shire Office Repairs & Maintenance	DCCS				1,212	11,000	11%	
2100-2340-0000	Subscriptions	CEO				49,197	110,000	45%	LGAQ annual subscription paid.
2100-2350-0000	Administration Telephone & Fax	MF				329	60,000	1%	
2100-2370-0000	Valuation Fees Rates	MF				-	9,000	0%	
2100-2500-0000	Valuation of Assets	MF				-	30,000	0%	
2100-2510-0000	Asset Management Expenses	CEO				-	20,000	0%	
2100-2600-0000	Depn General Admin	DCCS				-	55,000	0%	
<b>2100-0002</b>	<b>ADMINISTRATION &amp; FINANCE</b>		-	-	0%	<b>144,806</b>	<b>2,526,000</b>	<b>6%</b>	

# Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

	Resp. Off	REVENUE			EXPENSE			COMMENTS
		ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>2110-0002</b>	<b>STORES</b>							
2110-2220-0000	Stores Operating Expenses	MF			11,216	198,000	6%	
2110-2225-0000	Stores Write-Offs	MF			-	-	0%	
2110-2250-0000	Auction Expenses	MF				5,000		
2110-2540-0000	Freight	MF			11,394	15,000	76%	
2110-2815-0000	Stores Oncosts Recoveries	MF			(8,418)	(122,000)	7%	
<b>2110-0002</b>	<b>STORES</b>		-	0%	<b>14,193</b>	<b>96,000</b>	<b>15%</b>	
<b>2200-0002</b>	<b>RATES &amp; CHARGES</b>							
<b>2210-0003</b>	<b>General Rates - Resid. / Commercial</b>							
2210-1000-0000	Rates - Residential / Commercial	MF	56	246,000	0%			
2210-1005-0000	Interest on Rates	MF	-	3,000	0%			
2210-1080-0000	Discount - Residential / Commercial	MF	-	(21,000)	0%			
2210-1085-0000	Pensioner Rebates	MF	-	(4,500)	0%			
2210-1090-0000	Writeoffs and Refunds	MF	(2,015)	(1,000)	201%			
<b>2210-0003</b>	<b>General Rates - Resid. / Commercial</b>		<b>(1,958)</b>	<b>222,500</b>	<b>-1%</b>	-	-	<b>0%</b>
<b>2230-0003</b>	<b>General Rates - Rural Categories</b>							
2230-1000-0000	Rates - Rural Categories	MF	-	1,584,000	0%			
2230-1005-0000	Interest on Rates - Rural	MF	-	6,000	0%			
2230-1080-0000	Discount - Rural Categories	MF	-	(140,000)	0%			
<b>2230-0003</b>	<b>General Rates - Rural Categories</b>		-	<b>1,450,000</b>	<b>0%</b>	-	-	<b>0%</b>
<b>2236-0003</b>	<b>General Rates - Oil and Gas Activity</b>							
2236-1000-0000	Rates - Oil and Gas Activities	MF	-	4,522,000	0%			
2236-1005-0000	Interest on Rates - Oil and Gas	MF	-	5,000	0%			
2236-1080-0000	Discount - Oil and Gas Activities	MF	-	(400,000)	0%			
2236-1090-0000	Write-offs and Refunds - Oil and Gas	MF	-	(3,000)	0%			
<b>2236-0003</b>	<b>General Rates - Oil and Gas Activity</b>		-	<b>4,124,000</b>	<b>0%</b>	-	-	<b>0%</b>
2295-1100-0000	FAGS General Component	MF	-	4,467,000	0%			
2295-1130-0000	FAGS Identified Road Component	MF	-	1,434,000	0%			
2297-1000-0000	SWQ Water and Sewerage Alliance Revenue	DES		1,523,000				
2297-2000-0000	SWQ Water and Sewerage Alliance Costs	DES		(1,523,000)				
2298-1200-0000	Capital Grant - SES Donation	MF	-	58,000	0%			
2298-1205-0000	Cap Grant - LRCIP Programme	MF	-	1,783,000	0%			
2298-1210-0000	Capital Grant - RAUP Toompine	MF	-	42,000	0%			
2298-1220-0000	Capital Grant - LGGSP - Townhouses	MF	-	2,192,000	0%			
2298-1230-0000	Capital Grant - BOR Toompine Bore	MF	-	670,000	0%			
2298-1235-0000	Capital Grant - Toompine Bore Contributions	MF		60,000				
2298-1240-0000	Cap Grant - Driver Reviver Upgrade	MF	-	-	0%			
2298-1245-0000	Cap Grant - Early Warn Flood Cameras	MF	-	-	0%			

Revenue and Expenditure Report

For the Month Ending 31 July 2022  
Year Elapsed 8%

		REVENUE			EXPENSE			COMMENTS
	Resp. Off	ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
2298-1250-0000	Cap Grant - ENHM - BOR	MF	-	-	0%			
2298-1260-0000	Cap Grant - ENHM - BBRF	MF	-	-	0%			
2298-1265-0000	Cap Grant - BBRF - Gyrica Gardens	MF	-	-	0%			
2298-1270-0000	Cap Grant - R2R Revenue	MF	-	1,036,000	0%			
2298-1275-0000	Capital Grant - BOR Quilpie STP Design			300,000				
2298-1280-0000	Cap Grant - LGGSP - Q Water Upgrade	MF	-	-	0%			
2298-1285-0000	Cap Grant - W4Q 21-24	MF	-	1,080,000	0%			
2298-1290-0000	Cap Grant - W4Q 19-21 (Various)	MF	-	-	0%			
2298-1295-0000	Cap Grant - W4Q Covid	MF	-	-	0%			
2295-0002	GRANTS		-	13,122,000	0%	-	-	0%
2300-0002	OTHER REVENUE							
2300-1500-0000	Administration Fees (GST Applies)	MF	8	5,000	0%			
2300-1510-0000	Admin Fees (GST Exempt)	MF	331	5,000	7%			
2300-1601-0000	Fire Levy Commission	MF	-	4,000	0%			
2300-1800-0000	Bank Interest Received	MF	973	1,000	97%			
2300-1810-0000	Investment Interest	MF	-	150,000	0%			



## Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

		REVENUE			EXPENSE			COMMENTS
	Resp. Off	ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
2300-1990-0000	Miscellaneous Income	MF	55	2,000	3%			
2300-1995-0000	Misc Income GST Free	MF	314	2,000	16%			
2300-2130-0000	Investment Admin Fees	MF			-	28,000	0%	
2310-1300-0000	Quilpie Club Rent	MF	-	500	0%			
2310-2300-0000	Quilpie Club Expenses	MF			-	500	0%	
<b>2300-0002</b>	<b>OTHER REVENUE</b>		<b>1,680</b>	<b>169,500</b>	<b>1%</b>	<b>-</b>	<b>28,500</b>	<b>0%</b>
<b>2400-0002</b>	<b>EMPLOYEE ONCOSTS</b>							
2400-2010-0000	Expense Annual Leave	MF			49,914	550,000	9%	
2400-2011-0000	Expense Long Service Leave	MF			7,008	130,000	5%	
2400-2012-0000	Expense Sick Leave	MF			30,335	140,000	22%	
2400-2013-0000	Expense Public Holiday	MF			48	170,000	0%	
2400-2015-0000	Expense Bereavement Leave	MF			-	4,000	0%	
2400-2016-0000	Expense Domestic Violence Leave	MF			-	2,000	0%	
2400-2020-0000	Expense Maternity Leave	MF			-	7,000	0%	
2400-2065-0000	Expense Super Contributions	MF			43,307	590,000	7%	
2400-2230-0000	Expense Workers Compensation	MF			(2,085)	80,000	-3%	
2400-2315-0000	Expense Employee Relocation	MF			-	10,000	0%	
2400-2410-0000	Expense WH&S	MF			12,748	216,000	6%	
2400-2821-0000	Recovery Annual Leave	MF			(30,378)	(550,000)	6%	
2400-2822-0000	Recovery Sick Leave	MF			(7,877)	(140,000)	6%	
2400-2823-0000	Recovery LSL	MF			(6,751)	(130,000)	5%	
2400-2824-0000	Recovery Public Holidays	MF			(10,349)	(170,000)	6%	
2400-2825-0000	Recovery Superannuation	MF			(32,619)	(590,000)	6%	
2400-2826-0000	Recovery Workers Comp	MF			(4,820)	(80,000)	6%	
2400-2827-0000	Recovery Training	MF			(11,252)	(175,000)	6%	
2400-2828-0000	Recovery WH&S	MF			(14,177)	(193,000)	7%	
2400-2829-0000	Recovery Contractors	MF			(5,355)	(240,000)	2%	
2400-2830-0000	Recovery Office Equipment	MF			(3,565)	(60,000)	6%	
2400-2831-0000	Recovery Administration	MF			(6,261)	(120,000)	5%	
<b>2400-0002</b>	<b>EMPLOYEE ONCOSTS</b>		<b>-</b>	<b>-</b>	<b>0%</b>	<b>7,871</b>	<b>(549,000)</b>	<b>-1%</b>
<b>2000-0001</b>	<b>ADMINISTRATION AND FINANCE</b>		<b>(278)</b>	<b>19,088,000</b>	<b>0%</b>	<b>166,869</b>	<b>2,101,500</b>	<b>8%</b>

# Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

	Resp. Off	REVENUE			EXPENSE			COMMENTS
		ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>3000-0001</b>								
<b>3000-0002</b>								
<b>ENGINEERING ADMIN &amp; SUPERVISION</b>								
3000-1100-0000	Apprentice Incentive Payments	DES	-	15,000	0%			
3000-2029-0000	Engineering O/C Recover Supervision	DES			(15,193)	(230,000)	7%	
3000-2030-0000	Engineering O/C Recover Plant	DES			(1,844)	(20,000)	9%	
3000-2040-0000	Engineering O/C Recover FP & LT	DES			(5,144)	(50,000)	10%	
3000-2050-0000	Engineering O/C Recover Wet Weather	DES			(2,263)	(30,000)	8%	
3000-2060-0000	Wet Weather Wages Expense	DES			-	30,000	0%	
3000-2080-0000	Purchase Equipment - cameras, data loggers	DES			50		0%	
3000-2220-0000	Engineering Management Expenses	DES			1,476	75,000	2%	
3000-2420-0000	Quality Assurance Expenses	DES			3,818	67,000	6%	
3000-2500-0000	W&S Infrastrucutre Strategy	DES			-	-	0%	
3000-2985-0000	Engineering Consultants	DES			-	100,000	0%	
3000-2990-0000	Works Supervision	DES			36,093	721,000	5%	
<b>3000-0002</b>	<b>ENGINEERING ADMIN &amp; SUPERVISION</b>		-	15,000	0%	16,993	663,000	3%
<b>3100-0002</b>								
<b>3100-0002</b>	<b>WATER</b>							
<b>3100-0003</b>	<b>WATER - QUILPIE</b>							
3100-1000-0000	Quilpie Water Charges	DES	-	243,000	0%			
3100-1005-0000	Quilpie Water Charges Interest	DES	-	1,000	0%			
3100-1080-0000	Quilpie Water Discount	DES	-	(21,000)	0%			
3100-1085-0000	Quilpie Water Pensioner Rebate	DES	-	(3,500)	0%			
3100-1090-0000	Quilpie Water Writeoff and Refund	DES	-	(500)	0%			
3100-2200-0000	Drinking Water Quality Plan	DES			-	5,000	0%	
3100-2230-0000	Quilpie Water Operations	DES			4,837	97,000	5%	
3100-2600-0000	Depn Quilpie Water	DES			-	117,000	0%	
<b>3100-0003</b>	<b>WATER - QUILPIE</b>		-	219,000	0%	4,837	219,000	2%
<b>3110-0003</b>	<b>WATER - EROMANGA</b>							
3110-1000-0000	Eromanga Water Charges	DES	-	30,000	0%			
3110-1080-0000	Eromanga Water Discount	DES	-	(2,500)	0%			
3110-1085-0000	Eromanga Water Pensioner Rebate	DES	-	(500)	0%			
3110-1090-0000	Eromanga Water Writeoff and Refund	DES	-	-	0%			
3110-2220-0000	Eromanga Water Operations-Wages	DES			-	31,500	0%	
3110-2230-0000	Eromanga Water Operations-Expenses	DES			1,454	50,000	3%	
3110-2600-0000	Depn Eromanga Water	DES			-	132,000	0%	
<b>3110-0003</b>	<b>WATER - EROMANGA</b>		-	27,000	0%	1,454	213,500	1%

# Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

		REVENUE			EXPENSE			COMMENTS
Resp. Off		ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>3120-0003</b>	<b>WATER - ADAVALE</b>							
3120-1000-0000	Adavale Water Charges	DES	-	26,000	0%			
3120-1005-0000	Adavale Water Charges Interest	DES	-	-	0%			
3120-1080-0000	Adavale Water Discount	DES	-	(2,000)	0%			
3120-1085-0000	Adavale Water Pensioner Remissions	DES	-	(1,000)	0%			
3120-2220-0000	Adavale Water Operations	DES			903	5,000	18%	
3120-2600-0000	Depn Adavale Water	DES			-	17,000	0%	
<b>3120-0003</b>	<b>WATER - ADAVALE</b>		-	23,000	0%	903	22,000	4%
<b>3130-0003</b>	<b>WATER - CHEEPIE</b>							
3130-2220-0000	Cheepie Water Operations	DES			657	2,000	33%	
3130-2600-0000	Depn Cheepie Water	DES			-	1,000	0%	
<b>3130-0003</b>	<b>WATER - CHEEPIE</b>		-	-	0%	657	3,000	22%
<b>3140-0003</b>	<b>WATER - TOOMPINE</b>							
3140-2220-0000	Toompine Water Operations-Wages	DES			-	2,000	0%	
3140-2230-0000	Toompine Water Operations	DES			-	2,000	0%	
3140-2600-0000	Water Depreciation-Toompine	DES			-	2,000	0%	
<b>3140-0003</b>	<b>WATER - TOOMPINE</b>		-	-	0%	-	6,000	0%
<b>3100-0002</b>	<b>WATER</b>		-	269,000	0%	24,844	463,500	5%
<b>3200-0002</b>	<b>SEWERAGE</b>							
<b>3200-0003</b>	<b>SEWERAGE QUILPIE</b>							
3200-1000-0000	Quilpie Sewerage Charges	DES	-	196,000	0%			
3200-1005-0000	Quilpie Sewerage Interest	DES	-	1,000	0%			
3200-1080-0000	Quilpie Sewerage Discount	DES	-	(18,000)	0%			
3200-1085-0000	Quilpie Sewerage Pensioner Remission	DES	-	(500)	0%			
3200-1090-0000	Quilpie Sewerage Writeoff & Refunds	DES	-	(500)	0%			
3200-1510-0000	Quilpie Sewerage Connection	DES	-	1,000	0%			
3200-2230-0000	Quilpie Sewerage Operations	DES			7,478	90,000	8%	
3200-2600-0000	Depn Quilpie Sewerage	DES			-	110,000	0%	
<b>3200-0003</b>	<b>SEWERAGE QUILPIE</b>		-	179,000	0%	7,478	200,000	4%
<b>3210-0003</b>	<b>SEWERAGE EROMANGA</b>							
3210-1000-0000	Eromanga Sewerage Charges	DES	-	23,000	0%			
3210-1005-0000	Eromanga Sewerage Charges Interest	DES	-	-	0%			
3210-1080-0000	Eromanga Sewerage Discount	DES	-	(2,000)	0%			
3210-1090-0000	Eromanga Sewerage Writeoff & Refunds	DES	-	-	0%			
3210-2230-0000	Eromanga Sewerage Operations	DES			260	17,000	2%	
3210-2600-0000	Depn Eromanga Sewer	DES			-	23,000	0%	
<b>3210-0003</b>	<b>SEWERAGE EROMANGA</b>		-	21,000	0%	260	40,000	1%

# Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

		REVENUE			EXPENSE			COMMENTS
		ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>3212-0003</b>	<b>SEWERAGE ADAVALE</b>							
3212-2600-0000	Depn Adavale Septic System				-	500	0%	
<b>3212-0003</b>	<b>SEWERAGE ADAVALE</b>	-	-	0%	-	500	0%	
<b>3214-0003</b>	<b>SEWERAGE TOOMPINE</b>							
3214-2600-0000	Depn Toompine Hall Septic System				-	500	0%	
<b>3214-0003</b>	<b>SEWERAGE TOOMPINE</b>	-	-	0%	-	500	0%	
<b>3200-0002</b>	<b>SEWERAGE</b>	-	200,000	0%	7,738	241,000	3%	
<b>3300-0002</b>	<b>INFRASTRUCTURE MAINTENANCE</b>							
<b>3300-0003</b>	<b>SHIRE ROADS MAINTENANCE</b>							
3300-2220-0000	Shire Roads & Drainage - Wages				9,227	150,000	6%	
3300-2230-0000	Shire Roads & Drainage Expenses				24,695	450,000	5%	
3300-2600-0000	Depn Roads & Streets				-	3,250,000	0%	
<b>3300-0003</b>	<b>SHIRE ROADS MAINTENANCE</b>	-	-	0%	33,922	3,850,000	1%	
<b>3303-0003</b>	<b>SHIRE ROADS - FLOOD DAMAGE 2019</b>							
3303-1160-0000	FD 2019 Restoration Works	-		0%				
<b>3303-0003</b>	<b>SHIRE ROADS - FLOOD DAMAGE 2019</b>	-	-	0%	-	-	0%	
<b>3304-0003</b>	<b>SHIRE ROADS - FLOOD DAMAGE 2020</b>							
3304-1160-0000	FD 2020 Restoration Works	16,485		0%				
3304-2300-0000	FD 2020 Restoration Works				-		0%	
<b>3304-0003</b>	<b>SHIRE ROADS - FLOOD DAMAGE 2020</b>	16,485	-	0%	-	-	0%	
<b>3305-0003</b>	<b>SHIRE ROADS - FLOOD DAMAGE 2021</b>							
3305-1150-0000	FD 2021 Emergent Works	-		0%				
3305-1250-0000	FD 2021 Restoration Works	-	4,000,000	0%				
3305-2200-0000	FD 2021 Emergent Works				-		0%	
3305-2300-0000	FD 2021 Restoration				328,083	4,000,000	8%	
<b>3305-0003</b>	<b>SHIRE ROADS - FLOOD DAMAGE 2021</b>	-	4,000,000	0%	328,083	4,000,000	8%	
<b>3306-0003</b>	<b>SHIRE ROADS - FLOOD DAMAGE 2022</b>							
3306-1250-0000	FD 2022 Restoration Works	-	5,000,000	0%				
3306-2200-0000	FD 2022 Emergent Works				925	-	0%	
3306-2300-0000	2022 Restoration Works				345,552	5,000,000	7%	
<b>3306-0003</b>	<b>SHIRE ROADS - FLOOD DAMAGE 2022</b>	-	5,000,000	0%	346,478	5,000,000	7%	
<b>3310-0003</b>	<b>TOWN STREET &amp; DRAINAGE MAINTENANCE</b>							
3310-2220-0000	Town Street & Drainage Maintenance				22,795	591,000	4%	
3310-2230-0000	Street Lighting				(80)	30,000	0%	
3310-2240-0000	Street Cleaning Operations				-	5,000	0%	
<b>3310-0003</b>	<b>TOWN STREET &amp; DRAINAGE MAINTENANCE</b>	-	-	0%	22,716	626,000	4%	

# Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

	Resp. Off	REVENUE			EXPENSE			COMMENTS
		ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>3330-0003</b>								
<b>DEPOTS &amp; CAMPS</b>								
3330-1510-0000	DES	800	10,000	8%				
3330-2220-0000	DES				70	62,000	0%	
3330-2330-0000	DES				7,711	177,000	4%	
3330-2600-0000	DES				-	387,000	0%	
<b>3330-0003</b>		<b>800</b>	<b>10,000</b>	<b>8%</b>	<b>7,781</b>	<b>626,000</b>	<b>1%</b>	
<b>3340-0003</b>								
<b>WORKSHOP</b>								
3340-2220-0000	DES				123	22,000	1%	
3340-2230-0000	DES				15,481	275,000	6%	
<b>3340-0003</b>		<b>-</b>	<b>-</b>	<b>0%</b>	<b>15,605</b>	<b>297,000</b>	<b>5%</b>	
<b>3350-0003</b>								
<b>PLANT &amp; MACHINERY</b>								
3350-1510-0000	DES	100,390		0%				
3350-1570-0000	DES	3,280	75,000	4%				
3350-2145-0000	DES				1,088	23,000	5%	
3350-2225-0000	DES				-	20,000	0%	
3350-2229-0000	DES				51,585	703,000	7%	
3350-2330-0000	DES				76,033	820,000	9%	
3350-2331-0000	DES				32	75,000	0%	
3350-2585-0000	DES				(316,827)	(3,600,000)	9%	
3350-2600-0000	DES				-	645,000	0%	
<b>3350-0003</b>		<b>103,670</b>	<b>75,000</b>	<b>138%</b>	<b>(188,089)</b>	<b>(1,314,000)</b>	<b>14%</b>	
<b>3360-0003</b>								
<b>AERODROME</b>								
3360-1310-0000	DES	10,394	250,000	4%				
3360-1320-0000	DES	-		0%				
3360-2310-0000	DES				8,694	255,000	3%	
3360-2320-0000	DES				-		0%	
3360-2325-0000	DES				72	30,000	0%	
3360-2330-0000	DES				6,453	100,000	6%	
3360-2340-0000	DES				975	10,000	10%	
3360-2350-0000	DES				-	2,000	0%	
3360-2360-0000	DES				-	2,000	0%	
3360-2370-0000	DES				-	2,000	0%	
3360-2600-0000	DES				-	303,000	0%	
3365-2600-0000	DES				-	65,000	0%	
<b>3360-0003</b>		<b>10,394</b>	<b>250,000</b>	<b>4%</b>	<b>16,194</b>	<b>769,000</b>	<b>2%</b>	
<b>3370-0003</b>								
<b>BULLOO PARK</b>								
3370-1500-0000	DCCS	-	2,000	0%				
3370-2220-0000	DCCS				2,254	121,000	2%	
3370-2600-0000	DCCS				-	94,000	0%	
<b>3370-0003</b>		<b>-</b>	<b>2,000</b>	<b>0%</b>	<b>2,254</b>	<b>215,000</b>	<b>1%</b>	

## Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

		Resp. Off	REVENUE			EXPENSE			COMMENTS
			ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>3371-0003</b>	<b>BULLOO RIVER WALKWAY</b>								
3371-2220-0000	Bulloo River Walkway Operations	MED				-	5,000	0%	
<b>3371-0003</b>	<b>BULLOO RIVER WALKWAY</b>		-	-	0%	-	<b>5,000</b>	<b>0%</b>	
<b>3375-0003</b>	<b>JOHN WAUGH PARK</b>								
3375-2220-0000	John Waugh Park Operations	DCCS				2,231	110,000	2%	
3375-2600-0000	Depn John Waugh Park	DCCS				-	17,500	0%	
<b>3375-0003</b>	<b>JOHN WAUGH PARK</b>		-	-	0%	<b>2,231</b>	<b>127,500</b>	<b>2%</b>	
<b>3376-0003</b>	<b>BICENTENNIAL PARK</b>								
3376-2220-0000	Bicentennial Park Operations	DCCS				1,629	35,000	5%	
3376-2600-0000	Depn Bicentennial Park	DCCS				-	49,000	0%	
<b>3376-0003</b>	<b>BICENTENNIAL PARK</b>		-	-	0%	<b>1,629</b>	<b>84,000</b>	<b>2%</b>	
<b>3377-0003</b>	<b>BALDY TOP RECREATION AREA</b>								
3377-2220-0000	Baldy Top Operations	DCCS				-	4,000	0%	
<b>3377-0003</b>	<b>BALDY TOP RECREATION AREA</b>	DCCS	-	-	0%	-	<b>4,000</b>	<b>0%</b>	
<b>3380-0003</b>	<b>COUNCIL LAND &amp; BUILDINGS</b>								
3380-1500-0000	Gain / Loss on Land & Buildings for Resale	DCCS	-	-	0%				
3380-1501-0000	Profit / (Loss) on Sale of Assets	DCCS	-		0%				
3380-2100-0000	Land Sale Costs	DCCS				-	10,000	0%	
3380-2330-0000	Council Properties Operating Exp	DCCS				-	31,000	0%	
3380-2600-0000	Depn Council Buildings Other	DCCS				-	28,500	0%	
<b>3380-0003</b>	<b>COUNCIL LAND &amp; BUILDINGS</b>		-	-	0%	-	<b>69,500</b>	<b>0%</b>	
<b>3385-0003</b>	<b>PARKS &amp; GARDENS</b>								
3385-2220-0000	Parks & Gardens Operating Expenses	DES				6,492	148,000	4%	
3385-2420-0000	Street Tree Program	DES				-	3,000	0%	
3385-2600-0000	Depn Parks Building	DES				-	82,000	0%	
<b>3385-0003</b>	<b>PARKS &amp; GARDENS</b>		-	-	0%	<b>6,492</b>	<b>233,000</b>	<b>3%</b>	
<b>3390-0003</b>	<b>PUBLIC TOILETS</b>								
3390-2220-0000	Public Toilets Operations	DES				4,509	74,000	6%	
<b>3390-0003</b>	<b>PUBLIC TOILETS</b>		-	-	0%	<b>4,509</b>	<b>74,000</b>	<b>6%</b>	
<b>3300-0002</b>	<b>INFRASTRUCTURE MAINTENANCE</b>		<b>131,349</b>	<b>9,337,000</b>	<b>1%</b>	<b>599,804</b>	<b>14,666,000</b>	<b>4%</b>	

# Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

		REVENUE			EXPENSE			COMMENTS
	Resp. Off	ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>3400-0002</b>	<b>BUSINESS OPPORTUNITIES</b>							
<b>3400-0003</b>	<b>DMR WORKS</b>							
3400-1280-0000	Red Road Resheet 21/22 (Rev)	DES	-	340,000	0%			
3400-2260-0000	Red Road Resheet 21/22 (Exps)	DES			-	340,000	0%	
3401-1258-0000	DMR Works-MRD RMPC 2021/22 (Rev)	DES	-	1,863,000	0%			
3401-2230-0000	DMR WORKS - MRD RMPC Exp 21/22	DES			127,419	1,675,000	8%	
3403-1275-0000	Quilpie-Adavale Red Rd (TIDS) Revenue	DES	-	1,047,000	0%			
3403-2200-0000	Quilpie-Adavale Red Road (TIDS) Exps	DES			58,296	1,297,000	4%	
3405-1300-0000	CN-15666 Diamantina Drainage Revenue	DES	-					
3405-2300-0000	CN-15666 Diamantina Drainage Costs	DES			-		0%	
<b>3400-0003</b>	<b>DMR WORKS</b>		-	<b>3,250,000</b>	<b>0%</b>	<b>196,249</b>	<b>3,312,000</b>	<b>6%</b>
<b>3410-0003</b>	<b>PRIVATE WORKS</b>							
3410-1500-0000	Private Works Revenue - No GST	DES	-					
3410-1550-0000	Private Works Revenue	DES	(350,640)	26,000	-1349%			
3410-2230-0000	Private Works Expenditure	DES			130,341	20,000	652%	
<b>3410-0003</b>	<b>PRIVATE WORKS</b>		<b>(350,640)</b>	<b>26,000</b>	<b>-1349%</b>	<b>130,341</b>	<b>20,000</b>	<b>652%</b>
<b>3400-0002</b>	<b>BUSINESS OPPORTUNITIES</b>		<b>(350,640)</b>	<b>3,276,000</b>	<b>-11%</b>	<b>326,590</b>	<b>3,332,000</b>	<b>10%</b>
<b>3000-0001</b>	<b>INFRASTRUCTURE</b>		<b>(219,291)</b>	<b>13,097,000</b>	<b>-2%</b>	<b>958,976</b>	<b>19,365,500</b>	<b>5%</b>
<b>4000-0001</b>	<b>ENVIRONMENT &amp; HEALTH</b>							
<b>4100-0002</b>	<b>PLANNING &amp; DEVELOPMENT</b>							
<b>4100-0003</b>	<b>TOWN PLANNING - LAND USE &amp; SURVEY</b>							
4100-1500-0000	Town Planning Fees	CEO	-	1,000	0%			
4100-2220-0000	Town Planning Expenses	CEO			-	25,000	0%	
<b>4100-0003</b>	<b>TOWN PLANNING - LAND USE &amp; SURVEY</b>		-	<b>1,000</b>	<b>0%</b>	-	<b>25,000</b>	<b>0%</b>
<b>4150-0003</b>	<b>BUILDING CONTROLS</b>							
4150-1501-0000	Building Fees - GST Applies	CEO	-	2,000	0%			
4150-2220-0000	Building Expenses	CEO			-	40,000	0%	
4151-2225-0000	Swimming Pool Inspection Costs	CEO			-		0%	
<b>4150-0003</b>	<b>BUILDING CONTROLS</b>		-	<b>2,000</b>	<b>0%</b>	-	<b>40,000</b>	<b>0%</b>
<b>4100-0002</b>	<b>PLANNING &amp; DEVELOPMENT</b>		-	<b>3,000</b>	<b>0%</b>	-	<b>65,000</b>	<b>0%</b>

Credit note issued for June 2022 invoice. Will be resolved when correct invoice/s raised in future months.



# Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

		REVENUE			EXPENSE			COMMENTS
Resp. Off		ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>4200-0002</b>	<b>WASTE MANAGEMENT</b>							
<b>4200-0003</b>	<b>GARBAGE COLLECTION</b>							
4200-1000-0000	Garbage Charges	DES	-	338,000	0%			
4200-1005-0000	Garbage Charges - Interest	DES	-	3,000	0%			
4200-1080-0000	Garbage Charges Discount	DES	-	(29,000)	0%			
4200-1090-0000	Garbage Charges Writeoff and Refund	DES	-	-	0%			
4200-2220-0000	Garbage Operations	DES			7,635	130,000	6%	
<b>4200-0003</b>	<b>GARBAGE COLLECTION</b>		-	<b>312,000</b>	<b>0%</b>	<b>7,635</b>	<b>130,000</b>	<b>6%</b>
<b>4250-0003</b>	<b>LANDFILL OPERATIONS</b>							
4250-1500-0000	Landfill Fees Revenue	DES	-	-	0%			
4250-2235-0000	Landfill Operations	DES			8,870	255,000	3%	
4250-2600-0000	Depn Landfill	DES			-	2,000	0%	
<b>4250-0003</b>	<b>LANDFILL OPERATIONS</b>		-	-	<b>0%</b>	<b>8,870</b>	<b>257,000</b>	<b>3%</b>
<b>4200-0002</b>	<b>WASTE MANAGEMENT</b>		-	<b>312,000</b>	<b>0%</b>	<b>16,505</b>	<b>387,000</b>	<b>4%</b>
<b>4300-0002</b>	<b>PEST MANAGEMENT &amp; ANIMAL CONTROL</b>							
<b>4300-0003</b>	<b>PLANT PEST CONTROL</b>							
4300-2250-0000	Com. Combating Drought-Pest Weed Exp	DCCS			-	10,000	0%	
4300-2290-0000	Plant Pest Control Expenses	DCCS			6,158	65,000	9%	
<b>4300-0003</b>	<b>PLANT PEST CONTROL</b>		-	-	<b>0%</b>	<b>6,158</b>	<b>75,000</b>	<b>8%</b>
<b>4310-0003</b>	<b>ANIMAL PEST CONTROL</b>							
4310-1000-0000	Wild Dog Special Levy	DCCS	(9)	90,000	0%			
4310-1080-0000	Wild Dog Levy Discount	DCCS	-	-	0%			
4310-2235-0000	Wild Dog Coordinator Expenditure	DCCS			13,076	175,500	7%	
4310-2250-0000	Wild Dog Bonus Payments	DCCS			-	10,000	0%	
4310-2280-0000	DNR Precept - Barrier Fence	DCCS			-	115,000	0%	
4312-1000-0000	Baiting Fee Reimbursements	DCCS	-	35,000	0%			
4312-2260-0000	Syndicate Baiting Expense	DCCS			3,277	252,000	1%	
4313-1170-0000	QLD Feral Pest Initiative	DCCS	-		0%			
4313-2250-0000	QLD Feral Pest Initiative SWRED	DCCS			-	-	0%	
4313-2260-0000	Communities combating drought-fence	DCCS			-	-	0%	
4313-2270-0000	Council Funded Fencing Project	DCCS			-	-	0%	
4313-2280-0000	2021 Exclusion Fence Program	DCCS			-		0%	
4313-2290-0000	2022 Council Exclusion Fence Subsidy	DCCS			-	244,000	0%	
4313-2300-0000	2023 Council Exclusion Fence Subsidy	DCCS			#N/A	250,000	0%	
<b>4310-0003</b>	<b>ANIMAL PEST CONTROL</b>		(9)	<b>125,000</b>	<b>0%</b>	<b>16,353</b>	<b>1,046,500</b>	<b>2%</b>
<b>4320-0003</b>	<b>STOCK ROUTES &amp; RESERVES MANAGEMENT</b>							
4320-1500-0000	Common Application Fees	DCCS	-	2,000	0%			
4320-1600-0000	Mustering / Supplement Fees	DCCS	-	5,000	0%			
4320-1700-0000	Sale of Stock	DCCS	-		0%			



Revenue and Expenditure Report

For the Month Ending 31 July 2022  
Year Elapsed 8%

		REVENUE			EXPENSE			COMMENTS
	Resp. Off	ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
4320-1800-0000	Reserve Fees	DCCS	-	3,000	0%			
4320-2200-0000	Common Fence Repairs & Firebreaks	DCCS			(0)	4,000	0%	
4320-2220-0000	Stock Routes & Reserves Expenses	DCCS			-	34,000	0%	
4320-0003	STOCK ROUTES & RESERVES MANAGEMENT		-	10,000	0%	(0)	38,000	0%

# Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

		REVENUE			EXPENSE			COMMENTS
	Resp. Off	ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>4330-0003</b>	<b>DOMESTIC ANIMAL CONTROL</b>							
4330-1300-0000	Animal Write-Off	DCCS	-	0%				
4330-1400-0000	Animal Discounts	DCCS	-	0%				
4330-1500-0000	Animal Control Fees	DCCS	30	10,000	0%			
4330-1700-0000	Animal Control Fines & Penalties	DCCS	-	1,000	0%			
4330-2220-0000	Animal Control Expenses	DCCS			-	15,000	0%	
<b>4330-0003</b>	<b>DOMESTIC ANIMAL CONTROL</b>		<b>30</b>	<b>11,000</b>	<b>0%</b>	<b>-</b>	<b>15,000</b>	<b>0%</b>
<b>4300-0002</b>	<b>PEST MANAGEMENT &amp; ANIMAL CONTROL</b>		<b>21</b>	<b>146,000</b>	<b>0%</b>	<b>22,511</b>	<b>1,174,500</b>	<b>2%</b>
<b>4500-0002</b>	<b>ENVIRONMENT &amp; HEALTH</b>							
<b>4510-0003</b>	<b>ENVIRONMENTAL PROTECTION</b>							
4510-2220-0000	Environmental Protection Expenses	DCCS			-	28,000	0%	
<b>4510-0003</b>	<b>ENVIRONMENTAL PROTECTION</b>		<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>28,000</b>	<b>0%</b>
<b>4520-0003</b>	<b>HEALTH AUDITING &amp; INSPECTION</b>							
4520-1400-0000	Health Licenses & Permits Revenue	CEO	-	3,500	0%			
<b>4520-2230</b>	<b>Health Operations</b>		<b>-</b>	<b>3,500</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>4500-0002</b>	<b>ENVIRONMENT &amp; HEALTH</b>		<b>-</b>	<b>3,500</b>	<b>0%</b>	<b>-</b>	<b>28,000</b>	<b>0%</b>
<b>4000-0001</b>	<b>ENVIRONMENT &amp; HEALTH</b>		<b>21</b>	<b>464,500</b>	<b>0%</b>	<b>39,017</b>	<b>1,654,500</b>	<b>2%</b>
<b>5000-0001</b>	<b>COMMUNITY SERVICES</b>							
<b>5100-0002</b>	<b>COMMUNITY DEVELOPMENT</b>							
<b>5120-0003</b>	<b>COMMUNITY FACILITIES SWIMMING POOLS</b>							
5120-2220-0000	Quilpie Swimming Pool Operations	DCCS			23,100	172,000	13%	
5120-2330-0000	Quilpie Swimming Pool Repairs & Mtc	DCCS			407	38,000	1%	
5120-2600-0000	Depn Swimming Pool Structures	DCCS			-	59,000	0%	
5125-2220-0000	Eromanga Swimming Pool Opt & Maint	DCCS			105	30,000	0%	
5125-2230-0000	Eromanga Swimming Pool Repairs & Mtc	DCCS			-		0%	
5125-2600-0000	Depn Eromanga Swimming Pool	DCCS			-	7,000	0%	
<b>5120-0003</b>	<b>COMMUNITY FACILITIES SWIMMING POOLS</b>		<b>-</b>	<b>-</b>	<b>0%</b>	<b>23,611</b>	<b>306,000</b>	<b>8%</b>
<b>5150-0003</b>	<b>COMMUNITY FACILITIES - SHIRE HALLS</b>							
5150-1500-0000	Shire Halls - Revenue	DCCS	71	3,000	2%			
5150-2220-0000	Shire Hall Operations	DCCS			207	28,000	1%	
5150-2330-0000	Shire Halls Repairs & Maintenance	DCCS			7,587	84,000	9%	
5150-2600-0000	Depn Shire Halls	DCCS			-	111,000	0%	
<b>5150-0003</b>	<b>COMMUNITY FACILITIES - SHIRE HALLS</b>		<b>71</b>	<b>3,000</b>	<b>2%</b>	<b>7,794</b>	<b>223,000</b>	<b>3%</b>

## Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

		REVENUE			EXPENSE			COMMENTS
	Resp. Off	ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>5170-0003</b>	<b>RECREATION FACILITIES</b>							
5170-2220-0000	Recreational Facilities Operating Expenses	DCCS			139	10,000	1%	
5170-2230-0000	Recreational Facilities Repairs & Maintenance	DCCS			608	11,000	6%	
5170-2250-0000	All Sports Building	DCCS			170	4,000	4%	
5170-2330-0000	Adavale Sport & Rec Grounds	DCCS			-	18,000	0%	
5170-2340-0000	Eromanga Rodeo & Race Grounds	DCCS			105	15,000	1%	
5170-2600-0000	Depn Recreational Facilities	DCCS			-	67,000	0%	
<b>5170-0003</b>	<b>RECREATION FACILITIES</b>		-	0%	<b>1,022</b>	<b>125,000</b>	<b>1%</b>	
<b>5180-0003</b>	<b>TOWN DEVELOPMENT</b>							
5180-2820-0000	Town Development - Eromanga	CEO			-	5,000	0%	
5180-2830-0000	Town Development - Adavale	CEO			-	5,000	0%	
5180-2840-0000	Town Development - Toompine	CEO			-	5,000	0%	
<b>5180-0003</b>	<b>TOWN DEVELOPMENT</b>		-	0%	-	<b>15,000</b>	<b>0%</b>	
<b>5190-0003</b>	<b>COMMUNITY DEVELOPMENT</b>							
5190-1150-0000	Community Bus Income	DCCS	-	5,000	0%			
5190-1160-0000	Community Event - Ticket Sales	DCCS	-	-	0%			
5190-1210-0000	Grants - National Australia Day Council	DCCS	-	10,000	0%			
5190-2100-0000	Community Support Activities & Event	DCCS			1,628	56,500	3%	
5190-2150-0000	Buses - Community Support	DCCS			-	3,000	0%	
5190-2320-0000	Community Celebrations	DCCS			882	54,000	2%	
5190-2500-0000	Council Community Grants	DCCS			138	53,000	0%	
5190-2520-0000	Com Grant -Quilpie Kindy Operational	DCCS			-	-	0%	
5190-2840-0000	Quilpie Street Development	DCCS			-	5,000	0%	
5192-1102-0000	Grant Community Drought Support	DCCS	-	-	0%			
<b>5190-0003</b>	<b>COMMUNITY DEVELOPMENT</b>		-	15,000	0%	<b>2,647</b>	<b>171,500</b>	<b>2%</b>
<b>5100-0002</b>	<b>COMMUNITY DEVELOPMENT</b>		<b>71</b>	<b>18,000</b>	<b>0%</b>	<b>35,074</b>	<b>840,500</b>	<b>4%</b>
<b>5200-0002</b>	<b>AGED SERVICES</b>							
5220-1200-0000	Aged Peoples Accommodation Rent	DCCS	7,940	125,000	6%			
5220-1210-0000	Aged Peoples Housing - Other Income	DCCS	-	-	0%			
5220-2220-0000	Aged Peoples Accommodation O&M	DCCS			782	120,000	1%	
5220-2240-0000	Gyrica Gardens Rec-Centre - O&M	DCCS			105	12,000	1%	
5220-2600-0000	Depn Aged Accom Building	DCCS			-	107,000	0%	
<b>5200-0002</b>	<b>AGED SERVICES</b>		<b>7,940</b>	<b>125,000</b>	<b>6%</b>	<b>888</b>	<b>239,000</b>	<b>0%</b>
<b>5225-0002</b>	<b>HOUSING</b>							
5225-1200-0000	Rent - Housing	DCCS	24,878	325,000	8%			
5225-2220-0000	Housing Operating Expenses	DCCS			-	24,000	0%	
5225-2230-0000	Housing - Repairs & Maintenance	DCCS			30,840	270,000	11%	
5225-2600-0000	Depn Housing	DCCS			-	247,000	0%	
<b>5225-0002</b>	<b>HOUSING</b>		<b>24,878</b>	<b>325,000</b>	<b>8%</b>	<b>30,840</b>	<b>541,000</b>	<b>6%</b>

# Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

	Resp. Off	REVENUE			EXPENSE			COMMENTS
		ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>5300-0003</b>	<b>COMMUNITY HEALTH PROMOTIONS</b>							
5300-1100-0000	Health Promotions Officer Grant Rev	DCCS	-	150,000	0%			
5300-2000-0000	Health Promotions Officer Wages	DCCS			-	-	0%	
5300-2020-0000	National Dis. Ins. Scheme Officer	DCCS			6,851	100,000	7%	
5300-2200-0000	Heart of Australia Bus Visit	DCCS			-	30,000	0%	
5300-2240-0000	Health Promotions Officer Activities	DCCS			11,542	173,000	7%	
5300-2700-0000	TRAIC Grant	DCCS			-		0%	
5310-1100-0000	Grant - Localised Mental Health	DCCS	-				0%	
5310-2000-0000	Localised Mental Health Grant Costs	DCCS			-		0%	
5320-1100-0000	Grant - TRAIC	DCCS	-				0%	
5320-2000-0000	TRAIC Grant Costs	DCCS			-	-	0%	
<b>5300-0003</b>	<b>COMMUNITY HEALTH PROMOTIONS</b>		-	150,000	0%	18,393	303,000	6%
<b>5500-0002</b>	<b>TOURISM</b>							
<b>5510-0003</b>	<b>ECONOMIC DEVELOPMENT &amp; PROMOTION</b>							
5510-2100-0000	Economic Development	MED			512	181,000	0%	
5510-2120-0000	Economic Dev Training & Conferences	MED			-	5,000	0%	
5510-2130-0000	Opal Fossicking Area	MED			-	5,000	0%	
5510-2140-0000	Subscriptions & Memberships	MED			-	15,000	0%	
5510-2150-0000	SWRED - Tourism Development	MED			(2,514)	59,000	-4%	
5510-2170-0000	Quilpie Well Spring	MED			-	-	0%	
5510-2190-0000	Shop Front Upgrades	MED			-	50,000	0%	
5510-2200-0000	DCP2-Virtual Reality Tourism Proj.	MED			-	-	0%	
<b>5510-0003</b>	<b>ECONOMIC DEVELOPMENT &amp; PROMOTION</b>		-	-	0%	(2,002)	315,000	-1%
<b>5520-0003</b>	<b>VISITOR INFORMATION CENTRE</b>							
5520-1500-0000	Visitors Info Centre Sales	MED	6,805	15,000	45%			
5520-1505-0000	VIC - Quilpeta Sales	MED	832					
5520-1510-0000	VIC Gallery Sales (GST Free)	MED	1,939	10,000	19%			
5520-1515-0000	VIC Gallery Sales (GST)	MED	-	-	0%			
5520-1520-0000	Visitors Information Centre Donation	MED	-	500	0%			
5520-1530-0000	Bus Tour Fees	MED	309	500	62%			
5520-2000-0000	VIC - Wages	MED			23,947	254,000	9%	
5520-2110-0000	VIC - Exhibitions & Events	MED			234	10,000	2%	
5520-2120-0000	VIC - Tourism Promotion	MED			9	60,000	0%	
5520-2130-0000	VIC - Bus Tour	MED			-	-	0%	
5520-2220-0000	VIC Operating Expenses	MED			3,547	39,000	9%	
5520-2230-0000	VIC - Repairs & Maintenance	MED			2,380	45,000	5%	
5520-2510-0000	Artist Payments - Sales (GST Excl)	MED			-	8,000	0%	
5520-2515-0000	Artist Payments - Sales (GST Incl)	MED			-	2,000	0%	
5520-2600-0000	Depn VIC	MED			-	46,000	0%	
5521-1500-0000	VIC Outback Mates Sales	MED	-				0%	
5522-1500-0000	VIC - Hell Hole Gorge Pass	MED	111	2,000	6%			
<b>5520-0003</b>	<b>VISITOR INFORMATION CENTRE</b>		9,996	28,000	36%	30,117	464,000	6%

Revenue and Expenditure Report

For the Month Ending 31 July 2022  
Year Elapsed 8%

		REVENUE			EXPENSE			COMMENTS
		ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
5530-0003	TOURISM EVENTS & ATTRACTIONS							
5530-2100-0000	Major Events Promotion				467	15,000	3%	
5531-1100-0000	Grant Tourism Events	-		0%				
5531-2200-0000	EVENTS - Tourism Events				-	82,500	0%	
5530-0003	TOURISM EVENTS & ATTRACTIONS	-	-	0%	467	97,500	0%	
5500-0002	TOURISM	42,814	628,000	7%	78,703	1,959,500	4%	

# Revenue and Expenditure Report

For the Month Ending 31 July 2022

Year Elapsed 8%

		Resp. Off	REVENUE			EXPENSE			COMMENTS
			ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
<b>5600-0002</b>	<b>ARTS &amp; CULTURE</b>								
<b>5610-0003</b>	<b>MUSEUMS</b>								
5610-2220-0000	Eromanga Living History Centre O&M	CEO				132	13,000	1%	
5610-2230-0000	Museum Operations & Maintenance	MED				-	5,000	0%	
5610-2240-0000	Powerhouse Museum Operations	MED				-	4,500	0%	
5610-2250-0000	Railway / Local History	MED				454	25,000	2%	
5610-2260-0000	Eromanga Natural Hist. Museum	CEO				-	55,000	0%	
5610-2290-0000	ENHM COVID-19 Operating Support	CEO				-	-	0%	
5610-2600-0000	Depn Museum	MED				-	68,000	0%	
<b>5610-0003</b>	<b>MUSEUMS</b>		-	-	0%	<b>586</b>	<b>170,500</b>	<b>0%</b>	
<b>5630-0003</b>	<b>REGIONAL ARTS DEVELOPMENT FUNDING</b>								
5630-1100-0000	RADF Grant Revenue	DCCS	-	25,000	0%				
5630-1400-0000	RADF Earnback and Refunds	DCCS	-		0%				
5630-2180-0000	RADF Grant Expenditure	DCCS				7,928	30,000	26%	
<b>5630-5000-0000</b>	<b>REGIONAL ARTS DEVELOPMENT FUNDING</b>		-	<b>25,000</b>	<b>0%</b>	<b>7,928</b>	<b>30,000</b>	<b>26%</b>	
<b>5600-0002</b>	<b>ARTS &amp; CULTURE</b>		-	<b>25,000</b>	<b>0%</b>	<b>8,514</b>	<b>200,500</b>	<b>4%</b>	
<b>5700-0002</b>	<b>LIBRARY SERVICES</b>								
5710-1100-0000	Libraries Operating Grant Revenue	DCCS	-	1,000	0%				
5710-1120-0000	First Five Grant - Library	DCCS	-	9,000	0%				
5710-1600-0000	Library Fees & Charges Revenue	DCCS	-	-	0%				
5710-2120-0000	First Five Grant - Library Exp	DCCS				114	9,000	1%	
5710-2220-0000	Library Operating Expenses	DCCS				7,505	178,000	4%	
5710-2330-0000	Library Repairs & Maintenance Expens	DCCS				1,254	6,000	21%	Small amounts of maintenance, large proportion of budget.
5710-2600-0000	Depn Library	DCCS				-	29,500	0%	
5711-1130-0000	Grant Centrelink Access Point	DCCS	720	9,000	8%				
<b>5700-0002</b>	<b>LIBRARY SERVICES</b>		<b>720</b>	<b>19,000</b>	<b>4%</b>	<b>8,873</b>	<b>222,500</b>	<b>4%</b>	
<b>5750-0002</b>	<b>DISASTER MANAGEMENT SERVICES</b>								
5750-1100-0000	Grant - Get Ready Queensland	DCCS	-	6,000	0%				
5750-2020-0000	Get Ready Qld Exp	DCCS				-	6,000	0%	
5750-2220-0000	Disaster Management Operations	CEO				-	4,000	0%	
<b>5750-0002</b>	<b>DISASTER MANAGEMENT SERVICES</b>		-	<b>6,000</b>	<b>0%</b>	-	<b>10,000</b>	<b>0%</b>	
<b>5810-0003</b>	<b>STATE EMERGENCY SERVICES</b>								
5810-1140-0000	QLD Emergency Services Grant Revenue	WHS	-	20,000	0%				
5810-2220-0000	Emergency Services Operations	WHS				1,250	20,000	6%	
5810-2600-0000	Depn S.E.S	WHS				-	18,000	0%	
<b>5810-0003</b>	<b>STATE EMERGENCY SERVICES</b>		-	<b>20,000</b>	<b>0%</b>	<b>1,250</b>	<b>38,000</b>	<b>3%</b>	

Revenue and Expenditure Report

For the Month Ending 31 July 2022  
Year Elapsed 8%

		REVENUE			EXPENSE			COMMENTS
	Resp. Off	ACTUAL YTD	BUDGET 22/23	%	ACTUAL YTD	BUDGET 22/23	%	
5820-0003	TELEVISION							
5820-2230-0000	TV Maintenance & Repairs	DCCS			-	25,000	0%	
5820-2600-0000	Depn Satellite TV	DCCS			-	25,000	0%	
5820-0003	TELEVISION		-	0%	-	50,000	0%	
5830-0003	CEMETERIES							
5830-1500-0000	Burial Fees	DCCS	-	0%				
5830-2220-0000	Cemeteries Operations	DCCS	2,000		962	36,000	3%	
5830-2230-0000	Cemeteries Maintenance	DCCS			-	3,000	0%	
5830-2600-0000	Depn Cemeteries Building	DCCS			-	2,000	0%	
5830-0003	CEMETERIES		118	6%	962	41,000	2%	
5800-0002	PUBLIC SERVICES		838	2%	11,085	361,500	3%	
5000-0001	COMMUNITY SERVICES		43,723	6%	133,377	3,362,000	4%	
TOTAL REVENUE AND EXPENDITURE		(175,825)	33,367,500	-1%	1,329,427	28,118,500	5%	
PROFIT / (LOSS)		ACTUAL	BUDGET					
		(1,505,252)	5,249,000	-29%				

## Cheque Register

(Date Range from 01-07-2022 to 31-07-2022. Ordered by: Date. 8% of year elapsed.)

Local Supplier Analysis			Expenditure Summary		
Non-Local Supplier	\$	1,554,340	45%	July	June
Local Supplier Analysis	\$	1,901,905	55%		
<b>TOTAL</b>	<b>\$</b>	<b>3,456,245</b>	<b>100%</b>		
(a local supplier is deemed to be a business that is based in Quilpie Shire, has a depot in Quilpie, is a ratepayer, or employs local staff)					
The following table provides information about cash spent with local companies (excluding wage creditors, reimbursements, and companies not based locally)					
<b>Monthly Value</b>	<b># Suppliers</b>	<b>Total \$</b>			
\$0 - \$1,000	8	\$ 4,498			
\$1,001 - \$5,000	5	\$ 7,151			
\$5,001 - \$15,000	3	\$ 23,823			
\$15,001 - \$50,000	2	\$ 50,952			
\$50,000 +	5	\$ 1,055,894			
			<b>TOTAL OF CHEQUES</b>	<b>\$</b>	<b>3,666,256</b>
			less: Investment Movements	\$	-
			less: Internal Adjustments - Quilpie Shire Council	\$	-
			less: Tax Payments	-\$	210,011
			<b>NET CREDITOR PAYMENTS</b>	<b>\$</b>	<b>3,456,245</b>

DATE	CHEQUE NUMBER	PAYEE	DESCRIPTION	AMOUNT
1/07/2022	CHARGE	ANZ Banking	Merch Fee	318.1
1/07/2022	E015198	Urban Play Pty Ltd	Playground	-129239
1/07/2022	1897642	National Australia Bank Limite	Merch Fee	148.38
4/07/2022	45570499	National Australia Bank Limite	Credit Card June 22	12369.91
11/07/2022	E015226	All About Aquatics	July Remuneration 2022	13200
12/07/2022	1ATOPAYG	Australian Taxation Office	Pay Dedns Pay 1 Period No 01	38851
12/07/2022	1CHILD01	CHILD SUPPORT AGENCY	Pay Dedns Pay 1 Period No 01	895.01
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	147.25
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	1600
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	134.87
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	138.12
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	161.72
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	5925.38
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	153.34
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	214.84
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	1484.22
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	358.13
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	173.8
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	133.91
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	169.66
12/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 01	104.51
12/07/2022	1NAB01	National Australia Bank Limited	D/Cr Pay 1 Period No 01	135212.4
12/07/2022	1PAIICSU	Pajic Superfund	Pay Dedns Pay 1 Period No 01	186.11
12/07/2022	SGL PY1P	LG Super Clearing House	SGL Pay No 1 Period 2023/1	21442.88
13/07/2022	E015227	A1Plaques Group	Directional Plaque	979.5
13/07/2022	E015228	Amart Furniture	Bench Seats	2804
13/07/2022	E015229	OneMusic Australia	Hold Music 22-23	350
13/07/2022	E015230	APRILLA GRIDS PTY LTD	Grids	44048.4
13/07/2022	E015231	AREASAFE PRODUCTS PTY LTD	Bench & seats	24171.4
13/07/2022	E015232	Artcraft Pty Ltd	Children crossing signs	301.93
13/07/2022	E015233	Queensland Audit Office	Audit Fees	12225.4
13/07/2022	E015234	Australia Post	Postage	751.12
13/07/2022	E015235	Black Truck Sales	Service & Crew Cab Truck	385351.99
13/07/2022	E015236	Black Toyota	Toyota Hilux	138228.2
13/07/2022	E015237	SC & KG Bowen	Shoulder Grading	333960
13/07/2022	E015238	Brown & Hurlley Group Pty Ltd	Kenworth Prime Mover + Parts	345772.01
13/07/2022	E015239	Carroll & Richardson Flagworld Pty	Aboriginal Flag	146.5
13/07/2022	E015240	Channel Country Tourist Park	Powered Site - P Murray	32
13/07/2022	E015241	Compac Sales Pty Ltd	Monthly Fee	104.5
13/07/2022	E015242	Costello Carriers	Freight	2153.91
13/07/2022	E015243	Cranbrook Press	Fridge Magnets- Get Ready	2337
13/07/2022	E015244	Cusp QLD Pty Ltd	Progress Claim	2750
13/07/2022	E015245	Datafuel Financial Systems Pty Ltd	Period 6/08/22 - 5/08/23	1094.5
13/07/2022	E015246	Peter E.J Donohue	Supply & Errect shed BC Park	51700
13/07/2022	E015247	Elia Architecture	Progress Claim	11715
13/07/2022	E015248	Ergon Energy Queensland Pty Ltd	General Account	3603.39
13/07/2022	E015249	Gecko Surfacing Pty Ltd	Rubber logs for playground	8377.95
13/07/2022	E015250	Hastings Deering (Australia) Limited	Parts misc- Workshop	8824.47
13/07/2022	E015251	INDUSTROQUIP	Mesh	1468.5
13/07/2022	E015252	IOR Aviation Pty Ltd	Avgas	49201.76
13/07/2022	E015253	IOR Petroleum Pty Ltd	DIESEL 27.06 - 03.07.22	2237.36
13/07/2022	E015254	Alex Jacobs	NAIDOC Week Activities	750
13/07/2022	E015255	Jas Oceania Pty Ltd	Pin and tail lights	324.28
13/07/2022	E015256	Komatsu Australia	Accumulator	6926.4



13/07/2022	E015257	Local Government Association of QLD	22-23 Memebrship	57237
13/07/2022	E015258	Local Government Managers Australia	22-23 Membership	528
13/07/2022	E015259	LO-GO Appointments	Wages - S Frank WE 02-07	8667.77
13/07/2022	E015260	Long Plain Contracting	Plant Hire AD Black RD - FD21	71691.75
13/07/2022	E015261	Lowes Petroleum Service	BULK DIESEL	58120.18
13/07/2022	E015262	Maney Transport	Freight	889.49
13/07/2022	E015263	Lorraine Mathieson	Reimbursement Claim	69.5
13/07/2022	E015264	Meads Foodwork's	Goods for Library Activities	504.56
13/07/2022	E015265	Mercury Group of Companies Pty Ltd	Police Checks	87.78
13/07/2022	E015266	Old Empire Cafe	Catering 06-07-22	90
13/07/2022	E015267	Opera Queensland Limited	RADF Round 2 21/22	8720.8
13/07/2022	E015268	Paulsen Brothers Foodworks	Staff BBQ Supplies	527.68
13/07/2022	E015269	Peak Services	HR Assist Renewal	4015
13/07/2022	E015270	Preston Law	Private Water Pipeline	4438.7
13/07/2022	E015271	Queensland Fire & Rescue Services	QFES Return June 22	49731.05
13/07/2022	E015272	QLD SURVEY PEGS PTY LTD	Survey pegs	6204
13/07/2022	E015273	Quilpie Sport & Recreation Inc	Grimm - 12 Months	900
13/07/2022	E015274	Salary Packaging Australia	QSC Salary Packaging	2895.13
13/07/2022	E015275	Shire Networks	Assiatnce for VIC projector	770
13/07/2022	E015276	IXOM Operations Pty Ltd	Service fee- Chlorine	654.72
13/07/2022	E015277	Suttor & Associates	Progress Claim	4950
13/07/2022	E015278	Teletrac Navman and Transtech	Sat service 5/07-4/08/22	65.89
13/07/2022	E015279	TradeTools Pty Ltd	Milwaukee Grease gun	3000
13/07/2022	E015280	South West Newspaper Co	Advert - Newsletter	484
13/07/2022	E015281	Brian Weeks	Reimbursement Claim	411.51
13/07/2022	E015282	West-Tech Systems Pty Ltd	Photocopier Bill June 22 #404	1638.31
13/07/2022	E015283	Westlands Engineering & Hydraulics	PTO, Hydraulics pump repairs	4209.26
14/07/2022	E015284	Urban Play Pty Ltd	Playground	129239
14/07/2022	E015285	G & T Mechanical	Float ute	5573
14/07/2022	E015286	AVIS Toowoomba	Rental 26-05 to 25-06	5547.73
14/07/2022	E015287	BHL & DA Hall Transport	Tippers and Loader Hire	10952
14/07/2022	E015288	PVE Civil Solutions	Flights	2277.66
14/07/2022	E015289	Southern Queensland Tourism Group P	2022/23 QLD Accrediation	1000
14/07/2022	E015290	TELSTRA CORPORATION LIMITED	Navmans	3909.88
14/07/2022	E015291	Proterra Group	2021 FD PM	312275.23
21/07/2022	2ATOPAYG	Australian Taxation Office	Pay Dedns Pay 2 Period No 02	623
21/07/2022	2LGSUPCL	LG Super Clearing House	Pay Dedns Pay 2 Period No 02	1357
21/07/2022	2NAB02	National Australia Bank Limited	D/Cr Pay 2 Period No 02	27263.9
21/07/2022	SGL PY2P	LG Super Clearing House	SGL Pay No 2 Period 2023/2	2973.48
26/07/2022	1ATOPAYG	Australian Taxation Office	Pay Dedns Pay 1 Period No 02	42230
26/07/2022	1CHILD02	CHILD SUPPORT AGENCY	Pay Dedns Pay 1 Period No 02	895.01
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	1600
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	147.24
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	131.48
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	162.1
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	122.67
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	153.34
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	214.84
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	108.66
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	1436.81
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	358.13
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	173.8
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	169.66
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	118.89
26/07/2022	1LGSUPCL	LG Super Clearing House	Pay Dedns Pay 1 Period No 02	6218.73
26/07/2022	1NAB02	National Australia Bank Limited	D/Cr Pay 1 Period No 02	142146.49
26/07/2022	1PAJICSU	Pajic Superfund	Pay Dedns Pay 1 Period No 02	204.64
26/07/2022	SGL PY1P	LG Super Clearing House	SGL Pay No 1 Period 2023/2	21864
27/07/2022	E015292	Workplace Health Solutions	Skin checks	20834
28/07/2022	CHARGE	National Australia Bank Limite	Connect Fee	132.21
29/07/2022	CHARGE	National Australia Bank Limite	Trust Fee	5
29/07/2022	CHARGE	National Australia Bank Limite	Operating Fee	34.6
29/07/2022	E015293	All About Aquatics	August 22 Remuneration	11000
29/07/2022	E015294	APV Contracting Pty Ltd	FD Ambathala Road	390059.5
29/07/2022	E015295	AREASAFE PRODUCTS PTY LTD	Park benches	15123
29/07/2022	E015296	Australian Taxation Office	June 22 BAS	128307
29/07/2022	E015297	BN & A Bannerman	Freight	110
29/07/2022	E015298	J. Blackwood & Son Pty Ltd	Fuel & Oil tags	102.34
29/07/2022	E015299	Black Toyota	Crossmember frame	757.11
29/07/2022	E015300	Black Toyota Roma	Repairs	429.53
29/07/2022	E015301	SC & KG Bowen	Heavy Shoulder Grading	33000
29/07/2022	E015302	Brendan Andrews Contracting	Grid clean - Congie	800
29/07/2022	E015303	Bulloo River Ice	Bags of ice	1110
29/07/2022	E015304	Channel Country Tourist Park	Cabin 9 - Fire service	125
29/07/2022	E015305	Channel Country Refrigeration	Install aircons	26752
29/07/2022	E015306	The Corporate Clothing Co	Admin & Depot Uniforms	6925.49
29/07/2022	E015307	Winc Australia Pty Ltd	Batteries and toiletpaper	1572.34

29/07/2022	E015308	Steve Cowley	Cleaning	1080
29/07/2022	E015309	Department of Environment & Science	Camping Permits June 22	89
29/07/2022	E015310	Elders Limited	Plasson	174.6
29/07/2022	E015311	Ergon Energy Queensland Pty Ltd	Watchmans	2510.25
29/07/2022	E015312	G.E.T Australia Pty Ltd	Grader Bits	7667
29/07/2022	E015313	Global Synthetics Pty Ltd	GEO fabric	2337.72
29/07/2022	E015314	Golders Charleville	Boots- PPE	373
29/07/2022	E015315	BHL & DA Hall Transport	Tippers	45672
29/07/2022	E015316	Hastings Deering (Australia) Limited	Parts for grader	15340.17
29/07/2022	E015317	Hoek Modular Homes	JJ1128 Pre Paint	41268.93
29/07/2022	E015318	HPB Post Pty Ltd	Uniforms	1399.86
29/07/2022	E015319	Imperial Hotel Motel	Catering for Seniors	750
29/07/2022	E015320	IOR Petroleum Pty Ltd	BULK DIESEL FUEL	50219.73
29/07/2022	E015321	Iplex Pipelines Australia Pty Ltd.	600 M BLACK MAX PIPE	22584.61
29/07/2022	E015322	Jasko Airport Services	ARO Training	13700
29/07/2022	E015323	King & Company Solicitors	Draft Revenue Statement	1386
29/07/2022	E015324	Komatsu Australia	O-ring	1.22
29/07/2022	E015325	Landmark (QLD) Limited	Weedmaster	1518
29/07/2022	E015326	Long Plain Contracting	Adavale Black RD- swing 25	118858.25
29/07/2022	E015327	Lowes Petroleum Service	Avgas	5782.69
29/07/2022	E015328	Maney Transport	Freight	7662.74
29/07/2022	E015329	Lorraine Mathieson	Reimbursement claim	128.5
29/07/2022	E015330	M & L CARRIERS	Freight	130.9
29/07/2022	E015331	Modern Teaching Aids	Cushions	109.14
29/07/2022	E015332	Municipal Works Australia	Training- Brian & Adam	5700
29/07/2022	E015333	Officeworks Toowoomba	Display holders	190.82
29/07/2022	E015334	Civica Solutions Pty Ltd	RMPC workshop	1650
29/07/2022	E015335	Quilpie Hardware	Various	5191.08
29/07/2022	E015336	RDO Equipment Pty Ltd	Windsheild	1453.46
29/07/2022	E015337	MR KEVIN J RICHARDSON	Various	13059.2
29/07/2022	E015338	Roma Sands Pty Ltd	CONCRETE SAND & AGGREGATE	27914.32
29/07/2022	E015339	Salary Packaging Australia	QSC Salary Packaging	2895.13
29/07/2022	E015340	Samios Plumbing Services	Fire hose reel	181.5
29/07/2022	E015341	Shire Networks	Webroot Renewal	1683
29/07/2022	E015342	South West Ford	Service Kit	1504.65
29/07/2022	E015343	TELSTRA CORPORATION LIMITED	Sat Phones	1204.95
29/07/2022	E015344	Toowoomba Outdoor Power Products	Starter motor	450
29/07/2022	E015345	Toowoomba Truck Spares	Parts	355.45
29/07/2022	E015346	Viadux	Ductile Iron Pipe	61706.48
29/07/2022	E015347	South West Newspaper Co	July advert	484
29/07/2022	E015348	Warrego Water Services Toowoomba	Pressure pumps	1792.37
29/07/2022	E015349	Westlands Engineering & Hydraulics	PTO	772.66
29/07/2022	504407	National Australia Bank Limite	BPay Fee	54.28
29/07/2022	1897642	National Australia Bank Limite	Merch Fee	162.54

**14 GOVERNANCE****14.1 2022 CHRISTMAS SHUTDOWN PERIOD****IX:** 226384**Author:** Maree Radnedge, HR Officer**Attachments:** Nil**KEY OUTCOME**

**Key Outcome:** 4. Strong Governance

**Key Initiative:** 4.1 Excellence in customer service

4.3 Maintain good corporate governance

**EXECUTIVE SUMMARY**

The report will present to Council options to consider in relation to the close down period for the Council workforce over the Christmas / New Year period.

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**RECOMMENDATION**

1. That all departments of Council (excluding limited critical services) close down for the Christmas / New Year period as of close of business on Friday 16 December 2022, with normal operations to recommence on Tuesday 03 January 2023.

**BACKGROUND**

Traditionally, the Council closes down for a period between Christmas and New Year, and Employees utilise accrued leave entitlements during this period.

A limited number of Employees continue to work or remain on-call over the Christmas / New Year close down period to ensure essential services are maintained.

The length of the close down period has varied from year to year, and between departments with the Engineering Services department closing down for a period of two weeks in 2021, while the Administration, Visitor Information Centre and Library closed down for a period of two and a half weeks.

Staff may elect to apply to take additional leave in conjunction with the close down period, which is approved at the discretion of the relevant Manager and Council's Chief Executive Officer.

In 2022, Christmas Day falls on a Sunday with the public holiday to be taken on Tuesday 27 December. Boxing Day falls on Monday 27 December with a designated public holiday assigned to

the day, and New Year's Day falls on a Sunday with the public holiday to be taken on Monday 02 January 2023.

### OPTIONS

1. **2 weeks:** That all departments of Council (excluding limited critical services) close down for the Christmas / New Year period as of close of business on Friday 16 December 2022, with normal operations to recommence on Tuesday 03 January 2023.
2. **2.5 weeks:** That all departments of Council (excluding limited critical services) close down for the Christmas / New Year period as of close of business on Wednesday 21 December 2022, with normal operations to recommence on Monday 09 January 2023.
3. **3 weeks:** That all departments of Council (excluding limited critical services) close down for the Christmas / New Year period as of close of business on Friday 16 December 2022, with normal operations to recommence on Monday 09 January 2023.

### CONSULTATION (Internal/External)

All staff were recently provided with the opportunity to give feedback on their preferred length and dates for the shutdown period. The following options were provided:

Length of Shutdown Period	Last day of work	Shutdown period	First day back at work
2 weeks	Friday 16 December	Monday 19 December – Friday 30 December	Tuesday 3 January 2023
2.5 weeks	Wednesday 21 December	Thursday 22 December – Friday 6 January	Monday 9 January 2023
3 weeks	Friday 16 December	Monday 19 December – Friday 6 January	Monday 9 January 2023

A total of 46 responses were received which represents 64% of the workforce.

In establishing the recommended length and dates for the close down period this year, the following factors have been taken into consideration:

- Ability of Council to provide services to the community;
- Operational requirements of Council and the various departments;
- Accrued Leave Entitlements of Employees; and
- Feedback that has been received from the Employees.

It is recommended that all departments within Council observe a close down period of two weeks.

### LEGAL IMPLICATIONS

The relevant awards stipulate that Council must provide at least 90 days' notice of a close down period.

### POLICY AND LEGISLATION

Queensland Local Government Industry (Stream A) Award – State 2017

Queensland Local Government Industry (Stream B) Award – State 2017

Queensland Local Government Industry (Stream C) Award – State 2017

### FINANCIAL AND RESOURCE IMPLICATIONS

Leave entitlements to be taken are included in Council's current Budget.

**RISK MANAGEMENT IMPLICATIONS**

Low in accordance with Council's Risk Management Policy.

**14.2 TENDER T21 21-22 CONSTRUCTION OF TWO (2) X FOUR (4) BEDROOM HOUSES****IX: 227048****Author: Justin Hancock, Chief Executive Officer****Attachments: 1. PROJECT\_Quilpie New Build\_Gantt** [↓](#) **KEY OUTCOME**

**Key Outcome:** 2. Flourishing Economy

**Key Initiative:** 2.1 Reach the Q1000 population target

**Key Outcome:** 1. Great Place to Live

**Key Initiative:** 1.1 Well-planned and highly liveable communities

**EXECUTIVE SUMMARY**

The purpose of this report is to provide Council with a recommendation regarding Tender T21 21-22 Construction of Two (2) x Four (4) Bedroom Houses.

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**RECOMMENDATION**

That Council, in accordance with S228(9) of the Local Government Regulation 2012, resolves not to accept any tender submissions received for Tender T21 21-22 Construction of Two (2) x Four (4) Bedroom Houses.

**REPORT**

The Quilpie Shire Council (QSC) received funding of \$1,080,000 through the Queensland Government Works for Queensland 2021-24 program. Through this program, Council were approved to construct residential dwelling in Quilpie and Eromanga, with Two (2) x Four (4) Bedroom Houses to be constructed in Quilpie and One (1) x Three (3) Bedroom House to be constructed in Eromanga. Council have allocated \$900,000 of this funding towards the construction of Two (2) x Four (4) Bedroom Houses in Quilpie, with \$300,000 (\$180,000 funding) allocated towards the construction of One (1) x Three (3) Bedroom House in Eromanga.

**WORK SCOPE**

The project includes the construction (designed by Elia Architecture) of two (2) x four (4) bedroom houses. The project will be delivered via a Design and Construct contract based on an Australian Standard Form of Contract.

Council has progressed and completed the design of the houses ('the Project'). The Project is defined in the Scope of Works/Principles Project Requirements. Council has engaged Peak Services to assist in procuring a suitably experienced and qualified Building Contractor ('Contractor') to construct the houses via a Design and Construct (D&C) contract utilising an Australian Standard Form of Contract AS4300-1995 General conditions of contract for design and construct ('Construction Services').

## PROCUREMENT PROCESS

The Local Government Act 2009 ('the Act') and the Local Government Regulation 2012 ('the Regulation') provide the legislative framework for local government procurement in Queensland. More specifically, section 104 of the Act states that when entering a contract, the local government must have regard to sound contracting principles.

Chapter 6, Part 3 of the Regulation outlines the process for tendering to enter a large-sized contract (i.e., \$200,000 or more). This contract is anticipated to cost in excess of \$200,000.

For large-sized contracts, Council must invite written tenders through advertisement locally in the local government area before making a contract for the carrying out of work, or the supply of goods or services (Open Market Tender). Alternatively, Council may access pre-qualified panel arrangements established and maintained by LocalBuy, which requires less time for a tender to be in the market for time urgent requirement as the category and scopes of work have already been prequalified and suppliers assessed.

The procurement approach for the services sought is selected based on the following:

- The pre-qualified Local Buy panel arrangements do not contain a number of the available contractors in the market who specialise in house construction
- Tendering the requirement will allow Council to assess the supply market for Contractors capable of delivering the services sought
- Allow the supply market to submit evidence of their appreciation of the project, the project location, risks associated working in a remote environment, and to demonstrate their capability to undertake construction of the houses, for consideration by the Council
- Allow Council to align the project requirements with the supply market
- Council will be able to select the most advantageous tenderer to provide the construction services sought while competitive tendering.

Description	Details
Advertising	Vendor Panel Portal
Tender Open	Wednesday 4 May 2022
Tender Original Close	5:00pm Friday 27 May 2022
Tender Revised 1 Close	5:00pm Friday 03 June 2022
Tender Revised 2 Close	5:00pm Friday 24 June 2022

Council initially set a close date on the tender of 5:00pm Friday 27 May 2022. Council received no responses by this time however 43 Businesses reviewed the tender documentation. An extension was provided until 5:00pm Friday 03 June 2022 however no responses were received. A further extension to the closing period was made until 5:00pm Friday 24 June 2022, and two responses were received prior to this closing period.

Suppliers Invited	Responses
CG Thompson	Non-compliant tender submission and only submitted pricing without supporting documentation, so an assessment cannot be completed. CG Thompson Pty Ltd was contacted to confirm if they filled out the tender documentation or had any supporting documentation to submit. The supplier advised that they do not, which makes this submission non-compliant, as they only

	submitted a one page document by taking a picture on their phone and emailing it.
WJT Builders	Fully compliant tender submission and submitted supporting tender documentation for assessment.

The request was assessed in accordance with the evaluation criteria below:

Expertise and Past Experience (Construction of Housing)	20%
Capability Statement	3%
Project Implementation Plan	2%
Construction Methodology, Transportation and Assembly Onsite	2%
Curriculum Vitae (CVs) of Key Personnel Associated with this Contract and Organisation Chart	2%
Contingency Plan (Key project risks/issues and proposed solutions)	2%
Details of sub-contractors	2%
Current Contractual Commitments	2%
Local Content and Community Benefits	10%
Workplace Health, Safety and Environment Assessment	10%
Pricing	40%
Compliance with the Contract Terms and Conditions	5%

Summary of the tender overall evaluation can be seen in the table below:

Supplier	Value (\$) – Excl GST	Value (100%)	Rank
CG Thompson	\$1,406,956.06	Non-Conforming	Non-Conforming
WJT Builders	\$1,582,482.18	72.6%	1

In accordance with s228(8) of the Local Government Regulation 2012 (Regulation), Council may decide not to accept any tenders it receives.

In accordance with s288(9) of the Regulation any accepted tender must be the one deemed most advantageous to Council. It is noted that the lowest price tender may not be the most advantageous.

In accordance with S104(3) of the Local Government Act 2009, Council must also give consideration to the following sound contracting principles:

- a) value for money; and
- b) open and effective competition; and
- c) the development of competitive local business and industry; and
- d) environmental protection; and
- e) ethical behaviour and fair dealing.

In 2021, Council purchase a new four (4) bedroom and two (2) bathroom transportable house for 62 Galah Street. The purchase of this house totalled \$339,652.90 (Inc GST) delivered, with the total project cost estimated at \$400,000 (Ex GST). Council have recently been advised that to purchase an identical transportable home with an estimated delivery time of 12 months, the cost of the transportable home would be \$435,000 (Inc GST) and the total project would be \$500,000 Ex GST.

As per the July 2022 resolution, additional information was sought around the construction period of the project, WJT Builders have provided a project plan (attached) which forecast the on ground works to commence in October 2022 and practical completion between May – August 2023.



**OPTIONS**Option 1 – Preferred

1. That Council, in accordance with S228(9) of the Local Government Regulation 2012, resolves not to accept any tender submissions received for Tender T21 21-22 Construction of Two (2) x Four (4) Bedroom Houses.

Option 2

1. That Council:
  - (a) Subject to funding approval and finalisation, award Tender T21 21-22 Construction of Two (2) x Four (4) Bedroom Houses to WJT Builders for an amount of up to \$1,582,482.18 Excl GST; and
  - (b) Delegate power to the Chief Executive Officer, pursuant to section 257 of the Local Government Act 2009 to negotiate, finalise, and execute any and all matters associated with or in relation to this project and contract including without limitation any options and/or variations as per Council's procurement policy.

**CONSULTATION (Internal/External)**

Chief Executive Officer - Justin Hancock

Director Engineering Services – Peter See

Works Coordinator – Brian Weeks

Senior Road Construction, Maintenance and Structures Supervisor – Adam Rae

Manager Workplace Health & Safety – Mike Castles

**LEGAL IMPLICATIONS**

Nil

**POLICY AND LEGISLATION**

Local Government Act 2009

Local Government Regulations 2012

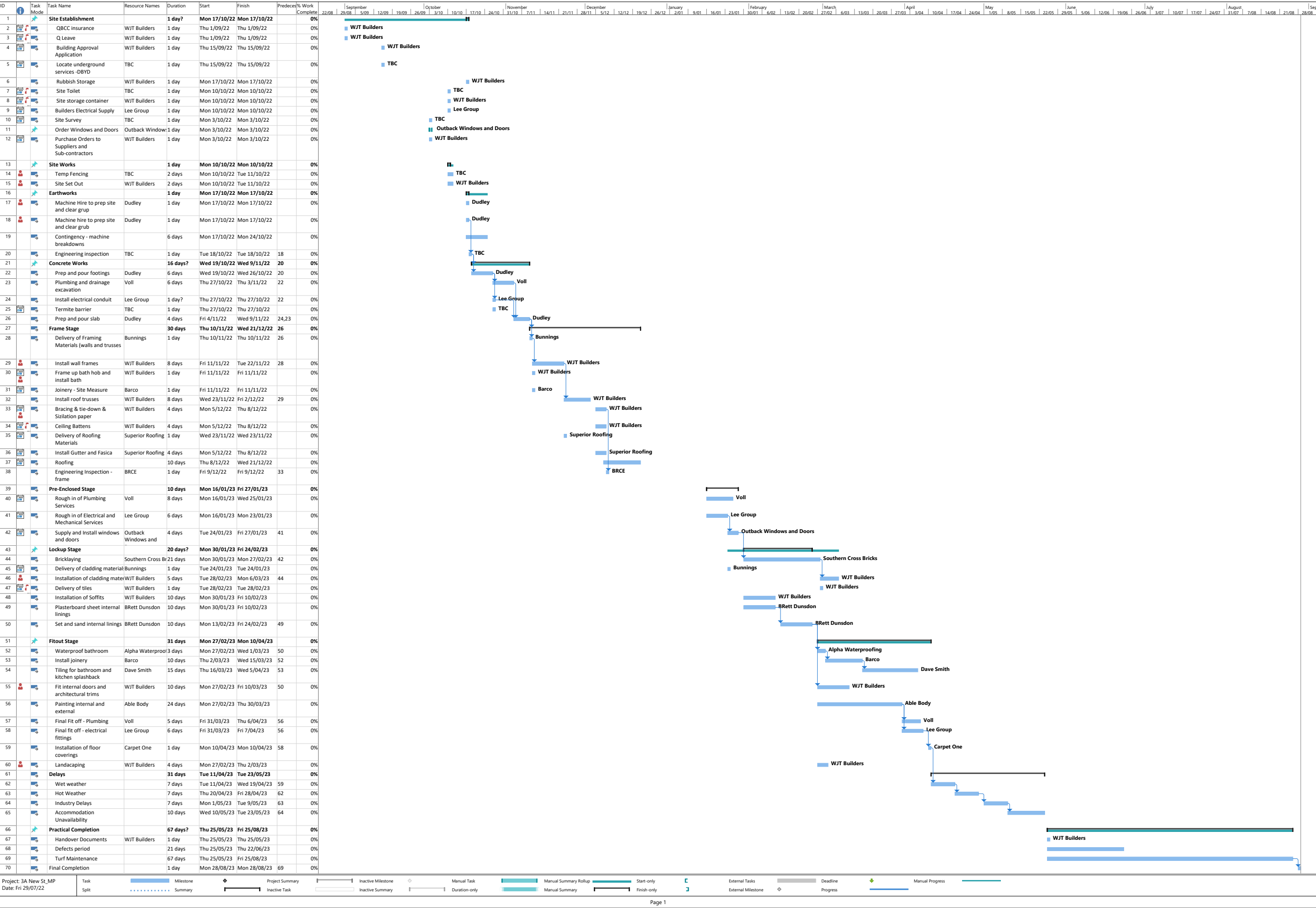
Council Procurement Policy

**FINANCIAL AND RESOURCE IMPLICATIONS**

This project has received funding through the Queensland Government Works for Queensland 2021-24 program, of the total \$1,080,000; \$900,000 has been allocated to the construction of Two (2) x Four (4) Bedroom Houses any costs above this amount will need to be funded by Council. Council will also need to consider the out of scope work to be completed by Council, which includes the construction of a 6x6m Shed and 6x6m Carport, cement driveway and footpaths, estimated at \$60,000 per house.

**RISK MANAGEMENT IMPLICATIONS**

Medium Risk – With the current impacts faced in the construction industry, there is uncertainty around the availability of trade services and materials into the future. A lack of suitable accommodation is also impacting the Shire from attracting and retaining essential workers. The lack of housing is also a major factor impacting Councils' Q1000 target. Consideration would also need to be considered that accepting the tender price would set a new standard of construction costs for the region, placing further challenges on future construction.



**14.3 HOUSING LEASES WITH ERGON ENERGY CORPORATION LIMITED****IX: 227610****Author: Sanchit Rathee, Manager Governance and Compliance**

**Attachments:** 1. **EECL Signed GTA - 74 Pegler Street Quilpie**    
 2. **EECL Signed GTA - 57 Galah Street Quilpie**  

**KEY OUTCOME**

**Key Outcome:** 1. Great Place to Live

**Key Initiative:** 1.1 Well-planned and highly liveable communities

**Key Outcome:** 4. Strong Governance

**Key Initiative:** 4.3 Maintain good corporate governance

**EXECUTIVE SUMMARY**

This report is to consider the renewal of the leases of Council houses located on 74 Pegler Street, Quilpie and 57 Galah Street, Quilpie.

**RECOMMENDATION**

1. That the Council resolve:
  - (a) to enter into new annual residential tenancy lease agreements for the two residential properties in the town of Quilpie – 74 Pegler Street and 57 Galah Street – with Ergon Energy Corporation Limited; and
  - (b) Delegate power to the Chief Executive Officer, pursuant to section 257 of the Local Government Act 2009 to negotiate, finalise, and execute any and all matters associated with or in relation to this lease agreement.

**BACKGROUND**

Ergon Energy Limited currently leases two Council houses – 74 Pegler Street Quilpie and 57 Galah Street Quilpie. Both of the current leases expire on 1 September 2022.

A lease is a valuable non-current asset. The disposal of a non-current asset normally requires the Council to initiate a tender or auction process. However, since Ergon Energy Corporation Limited is a government entity, Council can use an exception under Section 236 of the Local Government Regulation 2012 for the disposal of these leases (see Legal Implications section below for more information).

As per the adopted Council Fees and Charges for the FY22-23, the rental amount for both houses will be increased by \$10 each (see Financial and Resource Implications section below for more information). The proposed leases are attached. Note that Ergon has already agreed to the terms of the proposed leases and Council's counter-signature is dependent on the adopted resolution of this report.

**OPTIONS**

Council has no obligation to renew the current leases. As such, Council may decide to keep the houses for its housing stock.

However, since there is a lack of housing in Quilpie Shire and the importance of services that Ergon Energy provides to the residents of the shire, it is recommended that Council renew the leases for the term of 1-year each.

**CONSULTATION (Internal/External)**

CEO – Justin Hancock

Ergon Energy Corporation Limited

**LEGAL IMPLICATIONS**

Section 227 of the Local Government Regulation 2012 (the Regulation) requires that for the disposal of a valuable non-current asset, the Council must conduct a tender process. Land is considered as a valuable non-current asset and a grant of lease over land or building is considered a disposal of land, as per the Regulation.

However, Section 236 of the Regulation provides for circumstances where a local government may dispose of land through grant of a lease without a tender or auction process if it is disposed to a government agency.

As per Schedule 8 of the Regulation is ‘...the State, a government entity, a corporatized business entity or another local government.’. Ergon Energy Corporation Limited fulfils the requirement as it a Government owned corporation owned by the Government of Queensland.

**POLICY AND LEGISLATION**

Local Government Regulation 2012 (QLD)

**FINANCIAL AND RESOURCE IMPLICATIONS**

The rental amounts for both properties have increased as per below:

- 74 Pegler Street, Quilpie - \$405/week increased to \$415/week
- 57 Galah Street, Quilpie - \$340/week increased to \$350/week

**RISK MANAGEMENT IMPLICATIONS**

Nil

## General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

Item 1

## 1.1 Lessor

Name/trading name Quilpie Shire Council

Address

50 Brolga Street QUILPIE QLD

Postcode 4480

## 1.2 Phone

Mobile

Email

07 4656 0500

admin@quilpie.qld.gov.au

Item 2

## 2.1 Tenant/s

Tenant 1 Full name/s Ergon Energy Corporation Limited ABN 50 087 646 062

Phone

Email eqladmin queensland@colliers.com

Tenant 2 Full name/s

Phone

Email

Tenant 3 Full name/s

Phone

Email

## 2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

Item 3

## 3.1 Agent If applicable. See clause 43

Full name/trading name N/A

Address

Postcode

## 3.2 Phone

Mobile

Email

Item 4

## Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

## 4.1 Lessor

Email Yes ☒ No ☐ admin@quilpie.qld.gov.auFacsimile Yes ☐ No ☒

## 4.2 Tenant/s

Email Yes ☒ No ☐ eqladmin.queensland@colliers.comFacsimile Yes ☐ No ☒

## 4.3 Agent

Email Yes ☐ No ☐Facsimile Yes ☐ No ☐

Item 5

## 5.1 Address of the rental premises

74 Pegler Street

QUILPIE QLD

Postcode 4480

## 5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

Item 6

6.1 The term of the agreement is ☒ fixed term agreement ☐ periodic agreement

6.2 Starting on 02/09/22

6.3 Ending on 01/09/23

Fixed term agreements only.  
For continuation of tenancy agreement, see clause 6

## General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



**Item 7** Rent \$ 1,803.27 per ☐ week ☐ fortnight ☒ month See clause 8(1)

**Item 8** Rent must be paid on the due day of each month  
Insert day. See clause 8(2) Insert week, fortnight or month

**Item 9** Method of rent payment Insert the way the rent must be paid. See clause 8(3)

Direct deposit on issue of invoice

Details for direct credit

BSB no. 0 8 4 8 2 9 Bank/building society/credit union NAB

Account no. 5 0 8 8 6 5 7 8 5 Account name Quilpie Shire Council

Payment reference 74PEG

**Item 10** Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)

Direct deposit of payment

**Item 11** Rental bond amount \$ 1400 See clause 13

**Item 12** 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☐ Yes ☒ No  
 Gas ☒ Yes ☐ No Type See special terms (page 8)  
 Phone ☒ Yes ☐ No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

☐ Yes ☒ No

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity N/A Any other service stated in item 12.1  
 Gas N/A See special terms (page 8)  
 Phone N/A

**Item 14** How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity Direct to supplier

Gas Direct to supplier

Phone Direct to supplier

Any other service stated in item 12.1  
 See special terms (page 8)

**Item 15** Number of persons allowed to reside at the premises 2 See clause 23

**Item 16** 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? ☐ Yes ☒ No  
 See clause 22.

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☐ Yes ☒ No

**Item 17** 17.1 Pets approved ☐ Yes ☒ No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)

Type Must require prior approval from QSC Number Type Number

**Item 18** Nominated repairers Insert name and telephone number for each. See clause 31

Electrical repairs Quilpie Shire Council Phone 07 4656 0500

Plumbing repairs Quilpie Shire Council Phone 07 4656 0500

Other Quilpie Shire Council Phone 07 4656 0500

## General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

**Part 2 Standard Terms****Division 1 Preliminary****1 Interpretation**

In this agreement –

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

**2 Terms of a general tenancy agreement**

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
  - (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
  - (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
  - (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
  - (5) A standard term overrides a special term if they are inconsistent.
- Note – Some breaches of this agreement may also be an offence under the Act, for example, if –*
- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
  - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

**3 More than 1 lessor or tenant**

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 –
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

**Division 2 Period of tenancy****4 Start of tenancy**

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

**5 Entry condition report – s 65**

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
  - (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
  - (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days –
    - (a) the day the tenant is entitled to occupy the premises;
    - (b) the day the tenant is given the copy of the condition report.
- Note – A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.*
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

**6 Continuation of fixed term agreement – s 70**

- (1) This clause applies if –
    - (a) this agreement is a fixed term agreement; and
    - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) –
      - (i) a notice to leave;
      - (ii) a notice of intention to leave;
      - (iii) an abandonment termination notice;
      - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
      - (v) a written agreement between the lessor and tenant to end the agreement.
  - (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.
- Note – For more information about the notices, see the information statement.*

**7 Costs apply to early ending of fixed term agreement**

- (1) This clause applies if –
    - (a) this agreement is a fixed term agreement; and
    - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
  - (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.
- Note – For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.*

**Division 3 Rent****8 When, how and where rent must be paid – ss 83 and 85**

- (1) The tenant must pay the rent stated in this agreement for item 7.
  - (2) The rent must be paid at the times stated in this agreement for item 8.
  - (3) The rent must be paid –
    - (a) in the way stated in this agreement for item 9; or
    - (b) in the way agreed after the signing of this agreement by –
      - (i) the lessor or tenant giving the other party a notice proposing the way; and
      - (ii) the other party agreeing to the proposal in writing; or
    - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement – in an approved way under section 83(4).
- Note – If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).*
- (4) The rent must be paid at the place stated in this agreement for item 10.
  - (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
  - (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place –*

- the lessor's address for service
- the lessor's agent's office

**9 Rent in advance – s 87**

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month rent.

*Note – Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.*

**General tenancy agreement (Form 18a)**

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**10 Rent increases – ss 91 and 93**

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
  - (a) 2 months after the notice is given;
  - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term –
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

**11 Application to tribunal about excessive increase – s 92**

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made –
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement – before the term ends.

**12 Rent decreases – s 94**

Under section 94, the rent may decrease in certain situations.

Note – For details of the situations, see the information statement.

**Division 4 Rental bond****13 Rental bond required – ss 111 and 116**

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
  - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments – by instalments; or
  - (c) otherwise – when the tenant signs this agreement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example –* The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.*Note –* For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.**14 Increase in bond – s 154**

- (1) The tenant must increase the rental bond if –
  - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
  - (b) the notice is given at least 11 months after –
    - (i) this agreement started; or
    - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

**Division 5 Outgoings****15 Outgoings – s 163**

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

*Examples –*

body corporate levies, council general rates, sewerage charges, environment levies, land tax

- (2) This clause does not apply if –
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

**16 General service charges – ss 164 and 165**

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either –
  - (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

*Note –* Section 165(3) limits the amount the tenant must pay.**17 Water service charges – ss 164 and 166**

- (1) The tenant must pay an amount for the water consumption charges for the premises if –
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

*Note –* A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

- (2) However, the tenant does not have to pay an amount –
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

*Note –* For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause –

**water consumption charge**, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.*Note –* If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.



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## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation – s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

*Examples of possible legal impediments –*

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment – ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note –* Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises – ss 192–199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

*Note –* See the information statement for details.

#### 21 Tenant's use of premises – ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not –
  - (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or

*Examples of things that may constitute a nuisance –*

  - using paints or chemicals on the premises that go onto or cause odours on adjoining land
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses – s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to –
  - (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

#### 23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

#### 24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only –
  - (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

#### Subdivision 2 Standard of premises

#### 25 Lessor's obligations – s 185

- (1) At the start of the tenancy, the lessor must ensure –
  - (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must –
  - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.

*Note –* For details about the maintenance, see the information statement.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if –
  - (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures – the fixtures were not attached to the premises by the lessor.

- (4) In this clause –

**non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

**premises** include any common area available for use by the tenant with the premises.

#### 26 Tenant's obligations – s 188(2) and (3)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

#### Subdivision 3 The dwelling

#### 27 Fixtures or structural changes – ss 207–209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

*Note –* Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

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*Examples of terms –*

- that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant can not remove it.
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
  - (4) The lessor must not act unreasonably in failing to agree.
  - (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
    - (a) take action for a breach of a term of this agreement; or
    - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

**28 Supply of locks and keys – s 210**

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that –
  - (a) secures an entry to the premises; or
  - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
  - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

**29 Changing locks – ss 211 and 212**

- (1) The lessor or the tenant may change locks if –
  - (a) both agree to the change; or
  - (b) there is a tribunal order permitting the change; or
  - (c) there is a reasonable excuse for making the change.

*Example of a reasonable excuse –*  
an emergency requiring the lock to be changed quickly.
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless –
  - (a) a tribunal orders that a key not be given; or
  - (b) the other party agrees to not being given a key.

**Subdivision 4 Damage and repairs****30 Meaning of emergency and routine repairs – ss 214 and 215**

- (1) **Emergency repairs** are works needed to repair any of the following –
  - (a) a burst water service or serious water service leak;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm, fire or impact damage;
  - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
  - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - (j) a fault or damage that makes the premises unsafe or insecure;
  - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **Routine repairs** are repairs other than emergency repairs.

**31 Nominated repairer for emergency repairs – s 216**

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either –
  - (a) in this agreement for item 18; or
  - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

**32 Notice of damage – s 217**

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to –
  - (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.

**33 Emergency repairs arranged by tenant – ss 218 and 219**

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if –
  - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.  
*Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.*

**Division 7 Restrictions on transfer or subletting by tenant****34 General – ss 238 and 240**

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

**35 State assisted lessors or employees of lessor – s 237**

- (1) This clause applies if –
  - (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

**Division 8 When agreement ends****36 Ending of agreement – s 277**

- (1) This agreement ends only if –
  - (a) the tenant and the lessor agree in writing; or

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- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

*Note* – For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

*Note* – See the information statement for details.

**37 Condition premises must be left in – s 188(4)**

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

*Examples of what may be fair wear and tear –*

- wear that happens during normal use
- changes that happen with ageing

**38 Keys**

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

**39 Tenant's forwarding address – s 205(2)**

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

**40 Exit condition report – s 66**

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

*Example of what might be as soon as practicable – when the tenant returns the keys to the premises to the lessor or the lessor's agent*

*Note* – For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

**41 Goods or documents left behind on premises – ss 363 and 364**

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

*Note* – For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

**Division 9 Miscellaneous****42 Supply of goods and services – s 171**

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.

*Note* – See section 164 for what is a service charge.

**43 Lessor's agent**

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may –
  - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
  - (b) do any thing else the lessor may do, or is required to do, under this agreement.

**44 Notices**

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.  
*Note* – Download approved forms via the RTA website [rta.qld.gov.au](http://rta.qld.gov.au).
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent –
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved –
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

## General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

**Part 3 Special terms** Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Inspections: Notice of Entry will be issued to the tenant twice per year, and/or as required.

Surrounds: Lawns and/or gardens to be maintained (watered and mowed) to a standard acceptable to council.

Community: It is the Council's expectation that the tenants within close proximity of each other will not cause a nuisance by the use of the property, and also not interfere with the reasonable peace, comfort and privacy of neighbours.

Cleaning: Upon cessation of a tenancy, the tenant is required to clean the premises. This includes professional carpet cleaning and a receipt produced to the council.

Pets: Pets will be subject to owner approval. If approved, upon cessation of a tenancy, spraying of fleas inside and outside is required by a licensed pest control firm and the paid invoice to be produced to the council.

Bond: The bond amount is the original bond amount lodged in 2010.

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.**

**Signature of lessor/agent**

Name/trading name

Quilpie Shire Council

Signature

Date

**Signature of tenant 1**

Print name

Ergon Energy Corporation Limited

Signature

Date 9/8/2022

**Signature of tenant 2**

Print name

Signature

Date

**Signature of tenant 3**

Print name

Signature

Date

## General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

<b>Item 1</b>	<b>1.1 Lessor</b>			
	Name/trading name Quilpie Shire Council			
	Address			
	50 Brolga Street QUILPIE QLD		Postcode 4480	
	<b>1.2 Phone</b>	<b>Mobile</b>	<b>Email</b>	
	07 4656 0500		admin@quilpie.qld.gov.au	
<b>Item 2</b>	<b>2.1 Tenant/s</b>			
	<b>Tenant 1</b>	Full name/s Ergon Energy Corporation Limited ABN 50 087 646 062		
	Phone	Email eqladmin.queensland@colliers.com		
	<b>Tenant 2</b>	Full name/s		
	Phone	Email		
	<b>Tenant 3</b>	Full name/s		
	Phone	Email		
	<b>2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list</b>			
	<b>Item 3</b>	<b>3.1 Agent</b> If applicable. See clause 43		
Full name/trading name N/A				
Address				
			Postcode	
	<b>3.2 Phone</b>	<b>Mobile</b>	<b>Email</b>	
<b>Item 4</b>	<b>Notices may be given to</b> (Indicate if the email is different from item 1, 2 or 3 above)			
	<b>4.1 Lessor</b>			
	Email	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	admin@quilpie.qld.gov.au	Facsimile
			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<b>4.2 Tenant/s</b>			
	Email	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	eqladmin.queensland@colliers.com	Facsimile
			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<b>4.3 Agent</b>			
	Email	Yes <input type="checkbox"/> No <input type="checkbox"/>		Facsimile
			Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Item 5</b>	<b>5.1 Address of the rental premises</b>			
	57 Galah Street			
	QUILPIE QLD		Postcode 4480	
	<b>5.2 Inclusions provided.</b> For example, furniture or other household goods let with the premises. Attach list if necessary			
<b>Item 6</b>	<b>6.1 The term of the agreement is</b> <input checked="" type="checkbox"/> fixed term agreement <input type="checkbox"/> periodic agreement			
	<b>6.2 Starting on</b>	02/09/22	<b>6.3 Ending on</b>	
			01/09/23	
Fixed term agreements only. For continuation of tenancy agreement, see clause 6				



## General tenancy agreement (Form 18a)

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**Item 7** Rent \$ 1,520.83 per ☐ week ☐ fortnight ☒ month See clause 8(1)

**Item 8** Rent must be paid on the due day of each month  
Insert day. See clause 8(2) Insert week, fortnight or month

**Item 9** Method of rent payment Insert the way the rent must be paid. See clause 8(3)

Direct deposit on issue of invoice

Details for direct credit

BSB no. 0 8 4 8 2 9 Bank/building society/credit union NAB

Account no. 5 0 8 8 6 5 7 8 5 Account name Quilpie Shire Council

Payment reference 57GAL

**Item 10** Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)

Direct deposit of payment

**Item 11** Rental bond amount \$ 1200 See clause 13

**Item 12** 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☐ Yes ☒ No  
 Gas ☒ Yes ☐ No Type See special terms (page 8)  
 Phone ☒ Yes ☐ No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

☐ Yes ☒ No

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity N/A Any other service stated in item 12.1  
 Gas N/A See special terms (page 8)  
 Phone N/A

**Item 14** How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity Direct to supplier

Gas Direct to supplier

Phone Direct to supplier

Any other service stated in item 12.1  
 See special terms (page 8)

**Item 15** Number of persons allowed to reside at the premises 2 See clause 23

**Item 16** 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? ☐ Yes ☒ No  
 See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☐ Yes ☒ No

**Item 17** 17.1 Pets approved ☐ Yes ☒ No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)

Type Must require prior approval from QSC Number Type Number

**Item 18** Nominated repairers Insert name and telephone number for each. See clause 31

Electrical repairs Quilpie Shire Council Phone 07 4656 0500

Plumbing repairs Quilpie Shire Council Phone 07 4656 0500

Other Quilpie Shire Council Phone 07 4656 0500

## General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 2 Standard Terms

## Division 1 Preliminary

## 1 Interpretation

In this agreement –

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

## 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

*Note* – Some breaches of this agreement may also be an offence under the Act, for example, if –

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

## 3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 –
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

## Division 2 Period of tenancy

## 4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

## 5 Entry condition report – s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days –
  - (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report.

*Note* – A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

## 6 Continuation of fixed term agreement – s 70

- (1) This clause applies if –
  - (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) –
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;
    - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
    - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

*Note* – For more information about the notices, see the information statement.

## 7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if –
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

*Note* – For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

## Division 3 Rent

## 8 When, how and where rent must be paid – ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid –
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by –
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement – in an approved way under section 83(4).

*Note* – If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place –*

- the lessor's address for service
- the lessor's agent's office

## 9 Rent in advance – s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month rent.

*Note* – Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

**General tenancy agreement (Form 18a)**  
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### 10 Rent increases – ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
  - (a) 2 months after the notice is given;
  - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term –
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

### 11 Application to tribunal about excessive increase – s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made –
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement – before the term ends.

### 12 Rent decreases – s 94

Under section 94, the rent may decrease in certain situations.  
*Note – For details of the situations, see the information statement.*

## Division 4 Rental bond

### 13 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
  - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments – by instalments; or
  - (c) otherwise – when the tenant signs this agreement.
- Note – There is a maximum bond that may be required. See section 146 and the information statement.*
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example – The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.*

*Note – For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.*

### 14 Increase in bond – s 154

- (1) The tenant must increase the rental bond if –
  - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
  - (b) the notice is given at least 11 months after –
    - (i) this agreement started; or
    - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

## Division 5 Outgoings

### 15 Outgoings – s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.  
*Examples –*  
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if –
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

### 16 General service charges – ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either –
  - (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

*Note – Section 165(3) limits the amount the tenant must pay.*

### 17 Water service charges – ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if –
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- Note – A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.*
- (2) However, the tenant does not have to pay an amount –
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

*Note – For details about water efficiency, see the information statement.*

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause –

**water consumption charge**, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

*Note – If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.*



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## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation – s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

*Examples of possible legal impediments –*

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment – ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note –* Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises – ss 192–199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

*Note –* See the information statement for details.

#### 21 Tenant's use of premises – ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not –
- (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or
- Examples of things that may constitute a nuisance –*
- using paints or chemicals on the premises that go onto or cause odours on adjoining land
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses – s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to –
- (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

#### 23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

#### 24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only –
- (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

### Subdivision 2 Standard of premises

#### 25 Lessor's obligations – s 185

- (1) At the start of the tenancy, the lessor must ensure –
- (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must –
- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.

*Note –* For details about the maintenance, see the information statement.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if –
- (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures – the fixtures were not attached to the premises by the lessor.
- (4) In this clause –
- non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises** include any common area available for use by the tenant with the premises.

#### 26 Tenant's obligations – s 188(2) and (3)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

### Subdivision 3 The dwelling

#### 27 Fixtures or structural changes – ss 207–209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.
- Note –* Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

## General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Examples of terms –

- that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
- (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

**28 Supply of locks and keys – s 210**

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that –
- (a) secures an entry to the premises; or
  - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
  - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

**29 Changing locks – ss 211 and 212**

- (1) The lessor or the tenant may change locks if –
- (a) both agree to the change; or
  - (b) there is a tribunal order permitting the change; or
  - (c) there is a reasonable excuse for making the change.

*Example of a reasonable excuse –*

an emergency requiring the lock to be changed quickly

- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless –
- (a) a tribunal orders that a key not be given; or
  - (b) the other party agrees to not being given a key.

**Subdivision 4 Damage and repairs****30 Meaning of emergency and routine repairs – ss 214 and 215**

- (1) **Emergency repairs** are works needed to repair any of the following –
- (a) a burst water service or serious water service leak;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm, fire or impact damage;
  - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
  - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - (j) a fault or damage that makes the premises unsafe or insecure;
  - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **Routine repairs** are repairs other than emergency repairs.

**31 Nominated repairer for emergency repairs – s 216**

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either –
- (a) in this agreement for item 18; or
  - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

**32 Notice of damage – s 217**

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to –
- (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.

**33 Emergency repairs arranged by tenant – ss 218 and 219**

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if –
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.*

**Division 7 Restrictions on transfer or subletting by tenant****34 General – ss 238 and 240**

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

**35 State assisted lessors or employees of lessor – s 237**

- (1) This clause applies if –
- (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

**Division 8 When agreement ends****36 Ending of agreement – s 277**

- (1) This agreement ends only if –
- (a) the tenant and the lessor agree in writing; or

**General tenancy agreement (Form 18a)**

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- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

*Note* – For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

*Note* – See the information statement for details.

**37 Condition premises must be left in – s 188(4)**

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

*Examples of what may be fair wear and tear –*

- wear that happens during normal use
- changes that happen with ageing

**38 Keys**

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

**39 Tenant's forwarding address – s 205(2)**

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

**40 Exit condition report – s 66**

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

*Example of what might be as soon as practicable – when the tenant returns the keys to the premises to the lessor or the lessor's agent*

*Note* – For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

**41 Goods or documents left behind on premises – ss 363 and 364**

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
  - (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
- Note* – For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

**Division 9 Miscellaneous****42 Supply of goods and services – s 171**

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.

*Note* – See section 164 for what is a service charge.

**43 Lessor's agent**

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may –
  - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
  - (b) do any thing else the lessor may do, or is required to do, under this agreement.

**44 Notices**

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
 

*Note* – Download approved forms via the RTA website [rta.qld.gov.au](http://rta.qld.gov.au).
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent –
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved –
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

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**Part 3 Special terms** Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

**Inspections:** Notice of Entry will be issued to the tenant twice per year, and/or as required.

**Surrounds:** Lawns and/or gardens to be maintained (watered and mowed) to a standard acceptable to council.

**Community:** It is the Council's expectation that the tenants within close proximity of each other will not cause a nuisance by the use of the property, and also not interfere with the reasonable peace, comfort and privacy of neighbours.

**Cleaning:** Upon cessation of a tenancy, the tenant is required to clean the premises. This includes professional carpet cleaning and a receipt produced to the council.

**Pets:** Pets will be subject to owner approval. If approved, upon cessation of a tenancy, spraying of fleas inside and outside is required by a licensed pest control firm and the paid invoice to be produced to the council.

**Bond:** The bond amount is the original bond amount lodged in 2010.

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.**

**Signature of lessor/agent**

Name/trading name

Quilpie Shire Council

Signature

Date

**Signature of tenant 1**

Print name

Ergon Energy Corporation Limited ABN 50 087 646 062

Signature

Date 9/8/2022

**Signature of tenant 2**

Print name

Signature

Date

**Signature of tenant 3**






Print name

Signature

Date

**14.4 REQUEST FOR CONSENT FOR PERMIT TO OCCUPY - LOT C ON LOT 2 ON BLO16****IX:** 227623**Author:** Sanchit Rathee, Manager Governance and Compliance

**Attachments:**

1. Email from Brian Gassman [↓](#) 
2. Map of Lot 2 on BLO16 [↓](#) 
3. Part A - LA00 [↓](#) 
4. Part B - LA03 [↓](#) 
5. Part C - LA30 [↓](#) 

**KEY OUTCOME**

**Key Outcome:** 4. Strong Governance

**Key Initiative:** 4.3 Maintain good corporate governance

**EXECUTIVE SUMMARY**

The report is to provide Council an opportunity to consider whether Council should give consent - as the relevant road manager - for Permit to Occupy on Lot C on Lot 2 on BLO16 to be issued by Department of Resources.

**RECOMMENDATION**

1. That Council authorises the CEO to complete and execute Part C – Form LA30 for Permit to Occupy on Lot C on Lot 2 on BLO16 in order to provide consent to the current owners of Possamunga Station.

**BACKGROUND**

The Permit to Occupy for Lot C on Lot 2 on BLO16 was recently considered at the 10 December 2021 Ordinary Council meeting when the property of 'Nyngarie' was transferred to Mitcheyre Holdings Pty Ltd where council resolved to give consent to for the Permit to Occupy to be transferred to new owners – Mitcheyre Holdings.

Council now needs to consider the consent for the same Permit to Occupy to be transferred to owners of Possamunga Station, as per the requirement by the Department of Resources. The proposed long-term use is for grazing purposes.

Attached are:

- Correspondence from Brian Gassman – lodger on behalf of the applicants;
- Map of Lot 2 on BLO16 – showing Lot C to which Council is the road manager; and
- Parts A, B and C of the required forms.

**OPTIONS**

It is recommended that Council provide consent to the owners of the Possamunga Station for the Permit to Occupy.

However, Council can provide comments to department if it is resolved not to give consent to the Permit to Occupy application.

**CONSULTATION (Internal/External)**

Director Engineering – Peter See

**LEGAL IMPLICATIONS**

N/A

**POLICY AND LEGISLATION**

Land Act 1994

**FINANCIAL AND RESOURCE IMPLICATIONS**

N/A

**RISK MANAGEMENT IMPLICATIONS**

N/A

**Sanchit Rathee**

---

**From:** Brian Gassman <brian@gassman.com.au>  
**Sent:** Friday, 10 June 2022 2:56 PM  
**To:** Quilpie Shire Council  
**Subject:** 5938 - Statement in relation to application for Permits to Occupy over part of Lot 2 on BLO16 - Camping Reserve, Pinkenetta Road.  
**Attachments:** Scan\_GDP\_22061012440.pdf; state-land-form-la00.pdf; state-land-form-la03 Permit to Occupy application..pdf; state-land-form-la30 Quilpie Shire Council form to be completed..pdf

You don't often get email from brian@gassman.com.au. [Learn why this is important](#)

**Attention: Manager of Governance and Compliance**

Good afternoon and many thanks for the recent telephone conversation with Council's Manager with respect to this enquiry.

As an introduction, we are assisting Mr Pierce and Mrs Deidre Edwards (Owners of Possamunga Station) who currently have a lease over part of the abovementioned Camping Reserve. Their lease is described as B on BLO16. Currently adjoining Lots A & C in Lot 2 on BLO16 are being surrendered by Mr Chris Evans who has recently sold his property to the west of Lot A.

As a result of the surrender of Lots A & C Mr and Mrs Edwards will be making application to the Department of Resources for Permits to Occupy over the land to enable grazing and maintenance of the land to continue. Before any formal application is made the State now asks if Council could consider same and complete the Part C – LA30 form which is attached and labeled Quilpie Shire Council. If this form could then be emailed back to our office.

To assist Council in their consideration we also include the following:

1. Copy of application forms Part A and B. Please note Form B to be signed and dated following notification from Council, and
2. Copy of original proposal plan DWG 18/249 and final permit plan AP23288.

We trust this will give Council enough background information to consider the application but if additional information is required or any queries, please do not hesitate to contact the writer.

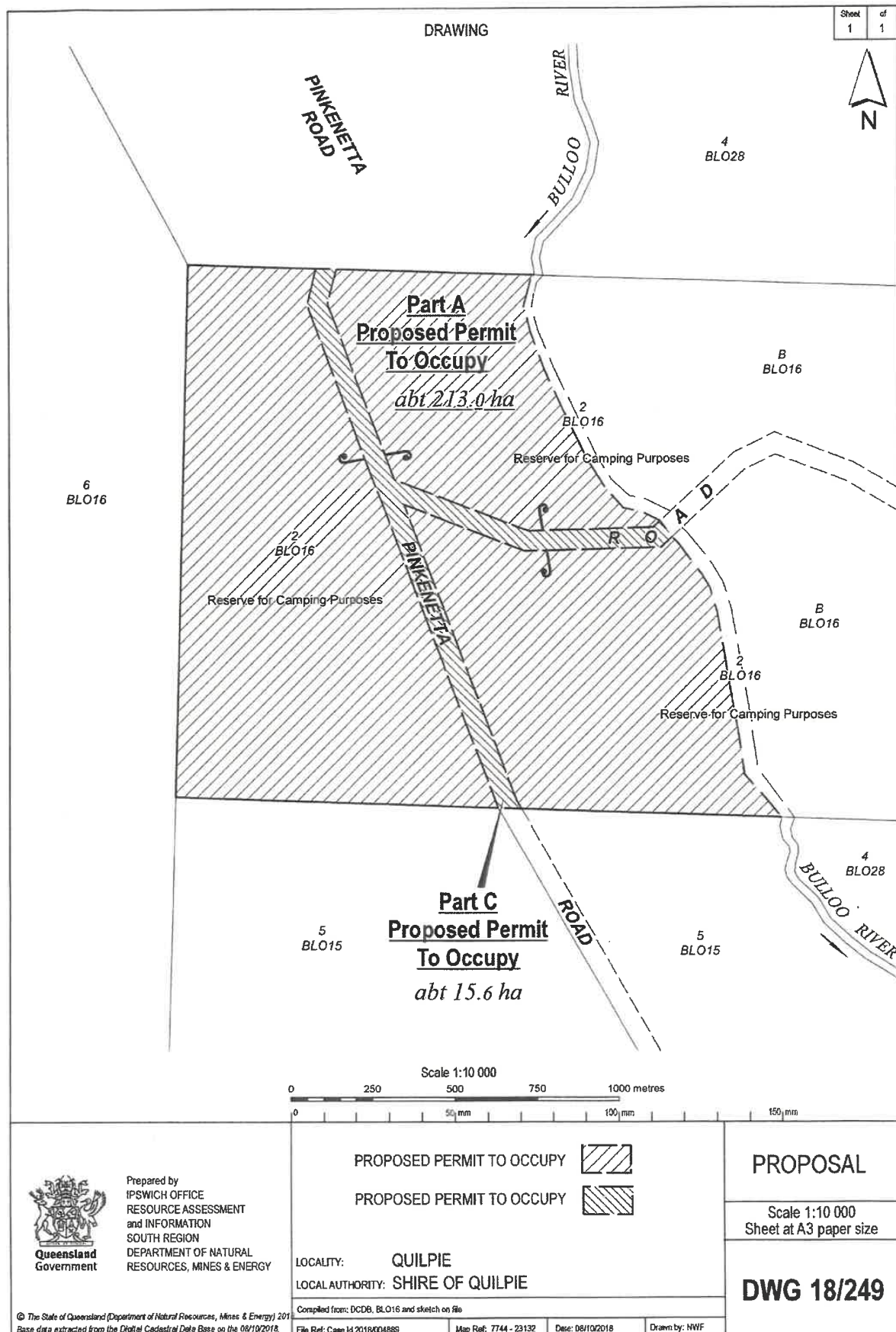
Regards,

Brian

g a s s m a n development perspectives

**Brian Gassman**

planning | environment | landscape | engineering | survey  
T: 07 3807 3333 | M: 0417 887 077 | F: 07 3287 5461 | [www.gassman.com.au](http://www.gassman.com.au)  
76 Business Street, Yatala QLD | PO Box 392, Beenleigh 4207  
For email send and receipt conditions, please view our website or click [here](#).









**Queensland  
Government**

**Department of Resources**

## Part A – Form LA00

### Contact and Land Details

#### Requirements

1. **Part A:** Contact and land details will need to be completed.
2. **Part B:** Application specific form will need to be completed.
3. Payment of the prescribed [Application fee](#) (per title reference), if relevant. A refund of application fees will not be given. (Details of fees are available on the [Department of Resources website](#) at <<https://www.resources.qld.gov.au>> or from a regional [department's business office](#) or call 13 QGOV 13 74 68).
4. If the application is not lodged by a solicitor, bank or consultant on behalf of the applicant, then all applicants must sign the declaration on the appropriate Part B application form.
5. All parts of this application form need to be completed accurately, otherwise your application may be returned to you to complete.
6. Your application will not be considered as having been properly made unless all parts of this application form have been completed accurately, otherwise your application may be returned to you to complete.
7. Prior to lodging your application, the Department encourages the applicant to have a pre-lodgement meeting with a departmental officer who will provide additional information in relation to native title, expected timeframes, anticipated costs and to ensure the application will achieve your desired outcome.

#### Important information

8. All applications will be processed having regard to the requirements of the [Land Act 1994](#) <<https://www.legislation.qld.gov.au/>> and related legislation, approved policies and procedures and the requirements of all other agencies with an interest in the land.
9. All completed applications can be lodged with the department by sending information to the following email or postal addresses.
10. **Email:** [SLAMlodgement@resources.qld.gov.au](mailto:SLAMlodgement@resources.qld.gov.au)
11. **Post:**  
  
Department of Resources  
  
PO Box 5318  
  
Townsville QLD 4810
12. If lodging an application, all relevant Part B application forms must be signed and supporting documentation must be scanned and then emailed.
13. In terms of the [Right to Information Act 2009](#) interested parties may seek access to the department's records and view relevant documents.
14. Information on this form, and any attachments, is being collected to process and assess your application under the [Land Act 1994](#). If required, we may need to consult with third parties such as relevant local or state agencies and adjoining property owners. Details provided to third parties will generally be limited to type of application, area applied for and intended use. Your personal information will not otherwise be disclosed unless authorised or required by law.
15. Please note that we may wish to contact you to seek your views on our service, to advise you of any legislative changes that might affect you or to seek your participation in surveys or programs relevant to your application type.

Any participation will be voluntary and you may email [stateland@resources.qld.gov.au](mailto:stateland@resources.qld.gov.au) if you do not wish for the department to contact you.

16. The department may also compile or analyse statistics and conduct research. Any publication of findings will not involve the publication of identifying personal information.
17. For further privacy information click [Privacy](#) or go to <[www.resources.qld.gov.au/home/legal/privacy](http://www.resources.qld.gov.au/home/legal/privacy)>.

## Contact Details

## Lodger Details and Mailing Address

A lodger is only required when a solicitor, bank, consultant lodges the application on behalf of the applicant.

## Full Names

Title	First Name	Surname
MR	BRIAN	GASSMAN

## Company Name(s)

GASSMAN DEVELOPMENT PERSPECTIVES PTY LTD

If a corporation then record:-

☐

ACN

☐

ARBN

☒

ABN

62010752388

## Contact Details

## Postal Address:

PO BOX 392  
BEENLEIGH Q 4207

## Phone Number:

0738073333

## Mobile Number:

0417887077

## Email:

brian@gassman.com.au

### Applicant(s) Details and Mailing Address

If the Applicant is a Corporation, either the Australian Company number, Australian Registered Body number or the Australian Business number must be shown.

#### Full Names

Title	First Name	Surname
MR	PIERCE	EDWARDS
MRS	DEIDRE	EDWARDS

#### Company Name(s)

N/A

If a corporation then record:-

☐

ACN

☐

ARBN

☐

ABN

**Note:** if the applicant is a Corporation, a requirement of the application is providing evidence (as at the date of application), that the Corporation is registered with the [Australian Securities and Investments Commission](https://asic.gov.au/online-services/search-asic-s-registers/) (ASIC) at <https://asic.gov.au/online-services/search-asic-s-registers/> ([company summary printout](#)) and if applicable, also registered with the [Australian Business Register](https://www.abr.business.gov.au) (ABR) at <https://www.abr.business.gov.au> (ABN lookup record extract).

#### Contact Details

##### Postal Address:

POSSAMUNGA  
VIA QUILPIE Q 4480

##### Phone Number:

N/A

##### Mobile Number:

0417606114

##### Email:

possamunga@activ8.net.au

Future correspondence should be sent to:



Lodger



Applicant

1. Are the applicants a foreign acquirer as defined by the Additional Foreign Acquirer Duty (AFAD)?



Yes

go to 2



No

go to 4

**Note:** For further information refer to the Queensland Government website to determine if the applicant/s are [a foreign person](#) (acquirer) for AFAD.

Government website to Types of foreign persons for additional foreign acquirer duty:-

<<https://www.business.qld.gov.au/industries/service-industries-professionals/professional-financial-services/transfer-duty/investors/afad/foreign-persons>>.

2. Is the application related to the purchase of land, for example a permanent road closure, or conversion of a lease where the land is or will be used solely or primarily for residential purposes as defined for the Additional Foreign Acquirer Duty (AFAD) under the Duties Act 2001?



Yes

go to 3



No

go to 4

**Note:** Under the Duties Act 2001 an additional amount of duty applies where the land is residential land and the applicant is [a foreign person](#) (acquirer) for AFAD.

Government website for Additional Foreign Acquirer Duty:-

<<https://www.business.qld.gov.au/industries/service-industries-professionals/professional-financial-services/transfer-duty/investors/afad/foreign-persons>>.

3. Enter full name/s of the foreign acquirer/s  
(If there is insufficient space, please lodge as an attachment)

**Full Names**  
(If a Company, also provide a contact name)

**Share Held**



go to 4

4. Are the Applicant/s registered for GST and acquiring the land for a creditable purpose?



Yes



No

go to 5

**Note:** Under the [Tax Administrator Act \(Cth\) 1953](#) certain purchasers of new residential premises or potential residential land are required to withhold the Goods and Services Tax (GST) amount from the price of the supply (purchase price) for payment directly to the Australian Taxation Office (ATO) as outlined on the ATO's website. The department is unable to provide further advice on the ATO's requirements. For further information contact the ATO on 13 28 65 or visit the ATO website <<https://www.ato.gov.au/business/gst/in-detail/your-industry/property/gst-property-settlement-online-forms-and-instructions/>> or seek advice from a financial or legal expert.

## Details of land for which the application is being lodged

5. Select the type of land for which the application is being lodged:

- ☒ Permit
- ☐ Licence
- ☐ Lease
- ☐ Unallocated State Land (USL)
- ☐ Road
- ☐ Trust Land Reserve/ Deed of Grant in Trust (DOGIT)
- ☐ Dealing Number (refer to Item 6)
- ☐ Other

go to 6

6. Enter the description of the land for which the application is being lodged. If this application concerns a road, enter the description of the land adjoining the road.

## Schedule 1

You must enter either the Lot on Plan or Title Reference of the land for which the application is being lodged

Lot	Plan	Title Reference
A	CP AP23288	40076408
C	CP AP23288	40076409

go to 7

The details of the land can be found on a current title. To check this you can purchase a title search by calling 1300 255 750, visiting the Titles Queensland website <https://www.titlesqld.com.au/> (and select 'Searches') or visiting one of the regional business centres). Lot on Plan details are located on your rates notice or downloading the Queensland Globe <https://www.business.qld.gov.au/business/support-tools-grants/services/mapping-data-imagery/> to help access current Lot on Plan details. If insufficient space, please add additional description as an attachment.

7. Enter additional details of the land

Dealing number: TITLE REFERENCE 49006998

Tenure Type: CAMPING RESERVE R8

Tenure Number:

Local Government:

QUILPIE SHIRE COUNCIL

Other details of land location (optional)

LOT 2 CROWN PLAN BLO16  
 ABT 635 Ha  
 LOT A - STATE PERMIT NUMBER 719321569  
 LOT C - STATE PERMIT NUMBER 719321570

go to 8

**8. Have you participated in a pre-lodgement meeting with the department (strongly encouraged)?**☒ Yes**go to 9**☐ No

Please provide name of officer you spoke with and this department's associated reference.

Department Contact  
Officer

JANINE YORK

Pre-lodgement ID  
(eLVAS CI Ref)

TELEPHONE CONVERSATION

**9. Provide details of pre-lodgement meeting.**

(If there is insufficient space, please lodge as an attachment)

**Note:** Departmental Officers contact details and any reference number should be included if known.**THIS FORM MUST BE ACCOMPANIED BY THE RELEVANT PART B APPLICATION FORM**





Queensland  
Government

Department of Resources

## Part B – Form LA03

### Permit to Occupy Application


#### Requirements

1. This application is for a permit to occupy.
2. Please read the respective [permit to occupy guide](#), which includes application restrictions.
3. Payment of the prescribed [Application fee](#) (per title reference), if relevant. A refund of application fees will not be given. (Details of fees are available on the [Department of Resources website](#) at <<https://www.resources.qld.gov.au>> or from a regional [department's business office](#) or call 13 QGOV 13 74 68).
4. **Part A - Form LA00:** [Contact and land details](#) will need to be completed and submitted with your application.
5. **Part C - Form LA30:** [Statement in relation to an application under the Land Act 1994](#) over state land, that is a reserve or a dedicated road area, is to be completed and submitted with your application.
6. A drawing showing the general location, Lot on Plan information and the proposed permit to occupy area including dimensions.
7. Any additional information to support the application.
8. Your application will not be considered as having been properly made unless all parts of this application form have been completed accurately, otherwise your application may be returned to you to complete.
9. Prior to lodging your application, the Department **strongly encourages** the applicant to have a **pre-lodgement meeting** with a departmental officer who will provide additional information in relation to native title, expected timeframes, anticipated costs and to ensure the application will achieve your desired outcome.

#### Important information

10. A permit to occupy is issued for a minor or temporary purpose including short-term grazing, pump sites, apiary sites or an entrance ramp to a building site during construction.
11. A permit to occupy may be issued over a road, a reserve or unallocated state land, if the proposed permit to occupy area is over more than 1 type of these lands, separate permits to occupy will be required.
12. An application for a permit to occupy is NOT required if the proposed use is located on a local road, State controlled road or reserve and can be authorised by the road manager or reserve trustee (refer items 13 to 15).
13. If the proposed use is on a local road, contact the relevant local government for authorisation of this use. If the local government can authorise the proposed use on a local road under a specific local law for administering the use of local roads, an application for a permit to occupy is not required by this department.
14. Contact Department of Transport and Main Roads for authorisation of the proposed use on a State controlled road. If the State government department administering State-controlled roads can authorise the proposed use on a state controlled road under the *Transport Infrastructure Act 1994*, an application for permit to occupy is not required by this department.
15. A trustee lease or trustee permit is the preferred tenure for secondary uses on reserves. Contact the trustee of the reserve to discuss these options. An application for a permit to occupy over a reserve is not required if the reserve trustee authorises the use of the reserve by a trustee lease/permit
16. A permit to occupy may be issued for areas that are below high-water mark if:
  - it would not unduly affect safe navigation and sound development of the state's waterway and ports
  - its impact on marine infrastructure has been considered

- it would not have a detrimental effect on coastal management; and
  - it would not be inconsistent with the intent of any relevant state management plan.
17. A permit to occupy cannot be transferred, sublet or mortgaged. A permit to occupy can be cancelled at any time without compensation being paid by the state.
  18. A permit to occupy can only be held by individuals or corporations and cannot be held by deceased estates (executors/beneficiaries) or on trust.
  19. If an existing fence of a property, not owned by the applicant for the permit to occupy, is to be used as a boundary fence for the permit to occupy, a written agreement detailing agreed conditions about the maintenance of the fence must be included with this application. This agreement must be signed by the owner of the fence and the applicant for the permit to occupy. An agreement about the maintenance of a fence does not mean that your application will be approved.
  20. Information on this form, and any attachments, is being collected to process and assess your application under section 177A of the [Land Act 1994](#). If required, we may need to consult with third parties such as relevant local or state agencies and adjoining property owners. Details provided to third parties will generally be limited to type of application, area applied for and intended use. Your personal information will not otherwise be disclosed unless authorised or required by law.
  21. Please note that we may wish to contact you to seek your views on our service, to advise you of any legislative changes that might affect you or to seek your participation in surveys or programs relevant to your application type. Any participation will be voluntary and you may email [stateland@resources.qld.gov.au](mailto:stateland@resources.qld.gov.au) if you do not wish for the department to contact you.
  22. The department may also compile or analyse statistics and conduct research. Any publication of findings will not involve the publication of identifying personal information.
  23. For further privacy information click [Privacy](#) or go to <[www.resources.qld.gov.au/home/legal/privacy](http://www.resources.qld.gov.au/home/legal/privacy)>.

Office Use Only	<b>Application for a Permit to Occupy</b>	 9 311662 190130
--------------------	---	---

1. The application is for a permit to occupy over:

- |   |         |
|---|---------|
| <input checked="" type="checkbox"/> Road        | go to 2 |
| <input checked="" type="checkbox"/> Reserve     | go to 3 |
| <input type="checkbox"/> Unallocated State Land | go to 3 |

Where an application is associated with a secondary use of State land such as a reserve or road, the applicant is to first discuss the application with the trustee or road manager to determine if they can authorise the use.

Road Manager is:-

- local government for a road that is under the control of the local government
- a State controlled road - the chief executive of the department in which the Transport Infrastructure Act 1994 is administered (Department of Transport and Main Roads).

If the proposed use is located on a State controlled road, a permit to occupy under the *Land Act 1994* is not required. Contact Department of Transport and Main Roads to authorise the proposed use. This includes where the application is in relation to the issue of a new permit to occupy on a state controlled road, as a result of the transfer of the parcel of land associated with the permit to occupy.

A trustee lease or trustee permit is the preferred tenure for secondary uses on reserves. Contact the trustee of the reserve to discuss these options.

If a permit to occupy is to issue over a reserve, the purpose of the permit to occupy must not be inconsistent with the purpose of the reserve, no improvements, other than boundary fences, are to be built by the permittee as required under section 177(4) of the *Land Act 1994*.

A signed Part C Form LA30 – [Statement in relation to an application under the Land Act 1994](#) over State land from the trustee of the reserve or road manager will need to accompany this application.

Part C – Statement in relation to an application under the *Land Act 1994* over State land is not required if the application is in relation to the issue of a new permit to occupy as a result of the transfer of the parcel of land associated with the permit to occupy.

2. Is the application over:

- |  |                          |
|--|--------------------------|
| <input checked="" type="checkbox"/> Road (local road administered under the <a href="#">Local Government Act 2009</a> or <a href="#">City of Brisbane Act 2010</a> ) | go to 3                  |
| <input type="checkbox"/> State controlled road administered under the <a href="#">Transport Infrastructure Act 1994</a>  | application not required |

3. Is the proposed use:

- |   |         |
|---|---------|
| <input type="checkbox"/> Short Term (not more than 12 months)       | go to 4 |
| <input checked="" type="checkbox"/> Long Term (more than 12 months) | go to 7 |

4. Short term – proposed use:

- |  |         |
|--|---------|
| <input type="checkbox"/> Access  | go to 6 |
| <input type="checkbox"/> Commercial or promotional event                 | go to 6 |
| <input type="checkbox"/> Environmental e.g. landcare, conservation works | go to 6 |
| <input type="checkbox"/> Parking   | go to 6 |
| <input type="checkbox"/> Storage   | go to 6 |
| <input type="checkbox"/> Sporting or entertainment event                 | go to 6 |
| <input type="checkbox"/> Grazing   | go to 6 |
| <input type="checkbox"/> Other   | go to 5 |

9. Provide details of the proposed use.	go to 10
(If there is insufficient space, please lodge as an attachment)	
Grazing	

10. Do you have a current waterworks licence/allocation associated with the subject land?

☐ Yes

go to 11

☒ No

go to 11

Where water is obtained from a stream or natural water hole and the associated pump is to be located on unallocated State land, and a current waterworks licence/allocation issued under the [Water Act 2000](#) is required, the following must accompany this application –

- a copy of current licence/allocation; or
- copy of evidence of an application being made for a water licence; or
- evidence that the allocation has been transferred to the applicant.

A bore wherever possible should be located on the owner's land and not State controlled lands, particularly a dedicated road as much infrastructure is not compatible with road use.

11. Is any of the area applied for below high water mark?

☐ Yes

go to 12

☒ No

go to 12

12. Is the area applied for to be used for the construction of a jetty/pontoon/boat ramp?

☐ Yes

go to 13

☒ No

go to 14

13. Which of the following best describes your intended use of the jetty/pontoon/boat ramp?

☐ Non-commercial use immediately adjoining your land

go to 14

☐ Commercial Use (application for purchase or lease state land should be made on [Part B - Form LA10](#))

**Non-commercial use** - Where section 123 of the [Coastal Protection and Management Act 1995](#) applies, Department of Resources does not require you to hold a permit to occupy for works of this nature. However, you are required to obtain a development approval under the [Planning Act 2016](#) for the works. Refer to the [Department of Environment and Science website](#) at <<https://www.qld.gov.au/environment/coasts-waterways/plans>> (go to 'Coastal development approval (tidal works)' and select 'coastal development approval search').

**Commercial Use** – You are required to hold a term lease for commercial works below high water mark, an application to purchase or lease state land must be made with department.

**14.** Provide details in Schedule 1 of any land you lease from the state or are the registered owner that adjoins or is in the vicinity of the land applied for.

Schedule 1		
You must enter either the Lot on Plan or Title Reference of the land.		
Lot	Plan	Title Reference
B	BLO16	40071006

**go to 15**

The description of the land can be found on a current title search or on your rates notice. To check this you can purchase a title search by calling **1300 255 750**, visiting the [Titles Queensland website](https://www.titlesqld.com.au/) <https://www.titlesqld.com.au/> (and select 'Searches') or visiting one of the [regional business centres](#).

If insufficient space, please add additional description as an attachment.

**15.** Provide details of the proposed use of the area, including information on existing improvements, if any. **go to 16**  
(If there is insufficient space, please lodge as an attachment)

GRAZING

**16.** Is the applicant the adjoining landholder (owner/lessee/permittee) of all properties adjoining the applied area?

☒ Yes **go to 17**

☐ No **go to 17**

If No, written agreement detailing agreed conditions about the maintenance of the fence must be presented to the department with this application. This agreement must be signed by the owner of the fence and the applicant for this permit to occupy.

Agreement about maintenance of a fence does not mean that your application will be approved.

**17.** Provide details of any additional information to support the application. (optional) **go to 18**  
(If there is insufficient space, please lodge as an attachment)

APPLICATION IS OVER LAND ADJOINING THE EXISTING LEASE HELD BY P & D EDWARDS.

LAND SUBJECT TO THIS APPLICATION DESCRIBED AS LOTS A 7 C IN LOT 2 ON BLO16, PERMIT TO OCCU

### Attachments

The following will need to be lodged with your application for it to be considered a properly made application. If all this information is not submitted, your application will be returned.

18. Tick the box to confirm the attachments for part of the application:

- ☐ Application Fee
- ☒ Part A – Form LA00 – Contact and Land details
- ☐ Part C – Form LA30 – Statement in relation to an application under the *Land Act 1994*, required if application is over a reserve or road.
- ☒ Drawing showing general location, Lot on Plan information and the permit to occupy area including dimensions. Minimum size A4.
- ☐ Details of improvements including a sketch showing the location.
- ☐ Copy of the agreement on conditions about the maintenance of any existing boundary fence.
- ☐ Copy of current waterworks licence/allocation in the name of person making application.
- ☐ Copy of evidence of an application being made for a water licence in the name of person making application.
- ☐ Evidence that the water allocation has been transferred to the person making application.
- ☐ Evidence of registration as a "Bee Keeper" under the *Biosecurity Act 2014*.
- ☐ Details of hive identification number (HIN).

It is recommended that any attached plans, sketches or maps be of A4 or A3-size. Your application will not be considered as having been properly made, unless all parts of this application form are completed accurately. In this instance your application may be returned to you for completion.

### Declaration

I certify that I have read the information, which forms part of this application and the information I have provided is true and accurate.

Signature of applicant (or their legal representative)


Date:                /                /

If applicant, section 142 of the [Land Act 1994](#) states a person is eligible to apply for, buy or hold land under the *Land Act 1994* if the person is an adult, that is, 18 years of age or over. If the legal representative of the applicant is signing as the applicant then the legal representative's full name must be printed immediately below the signature.



Queensland  
Government

Department of Resources

## Part C – Form LA30

### Statement in relation to an application under the Land Act 1994 over State land

#### Requirements

1. Part C Form LA30 is to be used to support the following applications under the *Land Act 1994* (Land Act):
  - **Part A – Form LA00 –** [Contact and Land Details](#)
  - **Part B - Form LA03:** [Permit to Occupy application](#)
  - **Part B – Form LA10:** [Purchase or Lease State Land Application](#)
  - **Part B - Form LA18:** [Road Closure application](#)
  - **Part B - Form LA20:** [Simultaneous Road Opening and Closure application](#).
2. Please refer to the [Department of Resources website](https://www.resources.qld.gov.au/land-water) at <<https://www.resources.qld.gov.au/land-water>> (go to Forms and search 'State Land Forms') for the relevant Part B form for specific application requirements or by contacting a regional [department's business office](#) or call 13 QGOV 13 74 68.

#### Important information

3. Notice of your application must be first provided to the road manager (if application is over a road) or trustee of the reserve (if application is over a reserve) to determine the impacts of your application.
4. **Road Manager** is –
  - the local government for a road that is under the control of the local government; or
  - for a State controlled road – the chief executive of the Queensland Government agency administering the [Transport Infrastructure Act 1994](#) visit the [Department of Transport and Main Roads](#) website at <<https://www.tmr.qld.gov.au>>.
5. Section 68 of the [Local Government Act 2009](#) <<https://www.legislation.qld.gov.au/>> and section 74 of the [City of Brisbane Act 2010](#) requires notice of any proposed closure or opening be provided to the local government. The local government must fully state its reasons for its decision, which this department will consider.
6. The local government may have a specific local law for administering the use of local roads and reserves.
7. Contact the relevant local government for authorisation of the proposed use on a local road. If the local government can authorise the proposed use over a local road under a specific local law for administering the use of local roads, an application for a permit to occupy or road closure is not required by this department..
8. Contact Department of Transport and Main Roads for authorisation of the proposed use on a State controlled road. If the State government department administering state-controlled roads can authorise the proposed use on a state controlled road under TIA, an application for permit to occupy or road closure is **NOT** required by this department.
9. The local government and Department of Transport and Main Roads have the powers to authorise various uses on roads, however neither agency is able to permanently close the dedicated road and allocate the land for another use.
10. For secondary uses over a reserve, a trustee lease or trustee permit is the preferred tenure. Contact the trustee of the reserve to discuss these options. An application for tenure over a reserve (lease or permit to occupy) must include the support of the reserve trustee and the trustee **MUST** provide additional comments stating why a trustee lease or trustee permit is not supported.
11. This Part C- Form LA30 is not just to approve the making of an application but is the **sole opportunity** for the road manager or reserve trustee to either support or not support the application.



12. This form must be supported by a drawing (minimum size A4) which includes the following information:
  - specific location
  - area of land under application
  - Lot on Plan information
  - Scale
  - Dimensions
  - a north point.
13. This form must be lodged with the application, including **Part A Form LA00: [Contact and Land Details](#)** and the relevant Part B form, within three (3) months of the authorisation by the road manager or trustee of the reserve.
14. Information on this form, and any attachments, is being collected to process and assess your application under the [Land Act 1994](https://www.legislation.qld.gov.au/) <https://www.legislation.qld.gov.au/>. The consideration of your application may involve consultation, and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law.

I/We , as

**Please tick relevant fields –**

☒ Road Manager; or

☒ Trustee of a reserve issued under the *Land Act 1994*.

**Have considered information from the applicant including:**

☐ Completed copy of the application form, namely Part A and Part B – Application under the Land Act 1994

☐ Copy of drawing referred to as

(copy attached, endorsed by the road manager or trustee)

**and advise the Department of Resources that use of the land as proposed:**

☐ Will be authorised by the road manager or trustee of the reserve land and advise that no further contact with Department of Resources is needed at this time. A formal application to the road manager or reserve trustee will be required.

☐ Is unable to be authorised by the road manager or trustee of the reserve and the application is not supported for the reasons detailed in the additional comments.

☐ Is unable to be authorised by the road manager or trustee of the reserve, and requests Department of Resources to consider an application under the [Land Act 1994](#) (noting additional comments below including advising why the proposed use can't be authorised by the road manager or reserve trustee).

**Additional Comments**

Provide information or requirements that you believe should be considered when assessing this application.

(If there is insufficient space, please lodge as an attachment)

**Note** – a different form of tenure may be considered a more appropriate tenure once the application has been assessed.

**Authorisation**

I certify that I have the authorisation to make this statement and the information I have provided is true and accurate.

I have signed a copy of the attached drawing provided by the applicant in relation to this application.

**Full name and position of person making this  
declaration on behalf of the road manager or trustee**

**Signature**

**Date:**            /            /

This information will not otherwise be disclosed outside of the department unless required or authorised by law as under the [Right to Information Act 2009](#).

**14.5 REQUEST FOR VIEWS - SPECIAL LEASE 10/52719 OVER LOT 7 PLAN TH28****IX:** 227627**Author:** Sanchit Rathee, Manager Governance and Compliance

**Attachments:**

1. QLD Globe - 7TH28 [↓](#) 
2. Smartmap (Shaded) [↓](#) 
3. Current Title 17739161 (7 TH28) [↓](#) 

**KEY OUTCOME**

**Key Outcome:** 4. Strong Governance

**Key Initiative:** 4.3 Maintain good corporate governance

**EXECUTIVE SUMMARY**

The Department of Resources is currently assessing the renewal of Special lease 10/52719 over Lot 7 on Plan TH28. The report is to provide opportunity for Council to consider any issues it may have over in relation to the renewal of the special lease.

---

**RECOMMENDATION**

1. That Council notes the report on the renewal of Special Lease 10/52719 over Lot 7 on Plan TH28.

**BACKGROUND**

As per the attached correspondence from Department of Resources, Council is to advise if Council has any issues that the Minister should consider in respect of the renewal of this lease, any views or requirements that may affect the future use of the land.

Objections to the application, and any views or requirements that may affect the future use of the land should be provided to the Department of Resources by close of business on 24 August 2022.

**OPTIONS**

It is recommended that Council does not object to the renewal by merely noting this report being provided for information.

However, Council can object, but a full explanation stating the reason for such an objection will need to be provided to the Department by 24 August 2022.

**CONSULTATION (Internal/External)**

N/A

**LEGAL IMPLICATIONS**

N/A

**POLICY AND LEGISLATION**

Land Act 1994

**FINANCIAL AND RESOURCE IMPLICATIONS**

N/A

**RISK MANAGEMENT IMPLICATIONS**

N/A

40°4'S 143°9'38"E

25°40'4"S 143°16'5



46°41'S 143°9'38"E

25°46'41"S 143°16'5

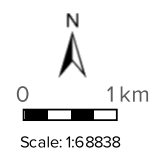
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Legend located on next page



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Projection: Web Mercator EPSG 102100 (3857)

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



## Legend

## Attribution

Land parcel



Parcel

Land parcel - gt 1 ha



Parcel

Land parcel - gt 10 ha



Parcel

Easement parcel



Strata parcel



Volumetric parcel



Land parcel - gt 1000 ha



Parcel

Land parcel label

Land parcel label - gt 1000 ha

Woolloongabba volumetric  
(below ground)



Woolloongabba volumetric  
(above ground)



Railway



Road crossing



Tunnel

Road



Highway



Main



Local



Private

Cities and Towns



Land parcel label - gt 1 ha

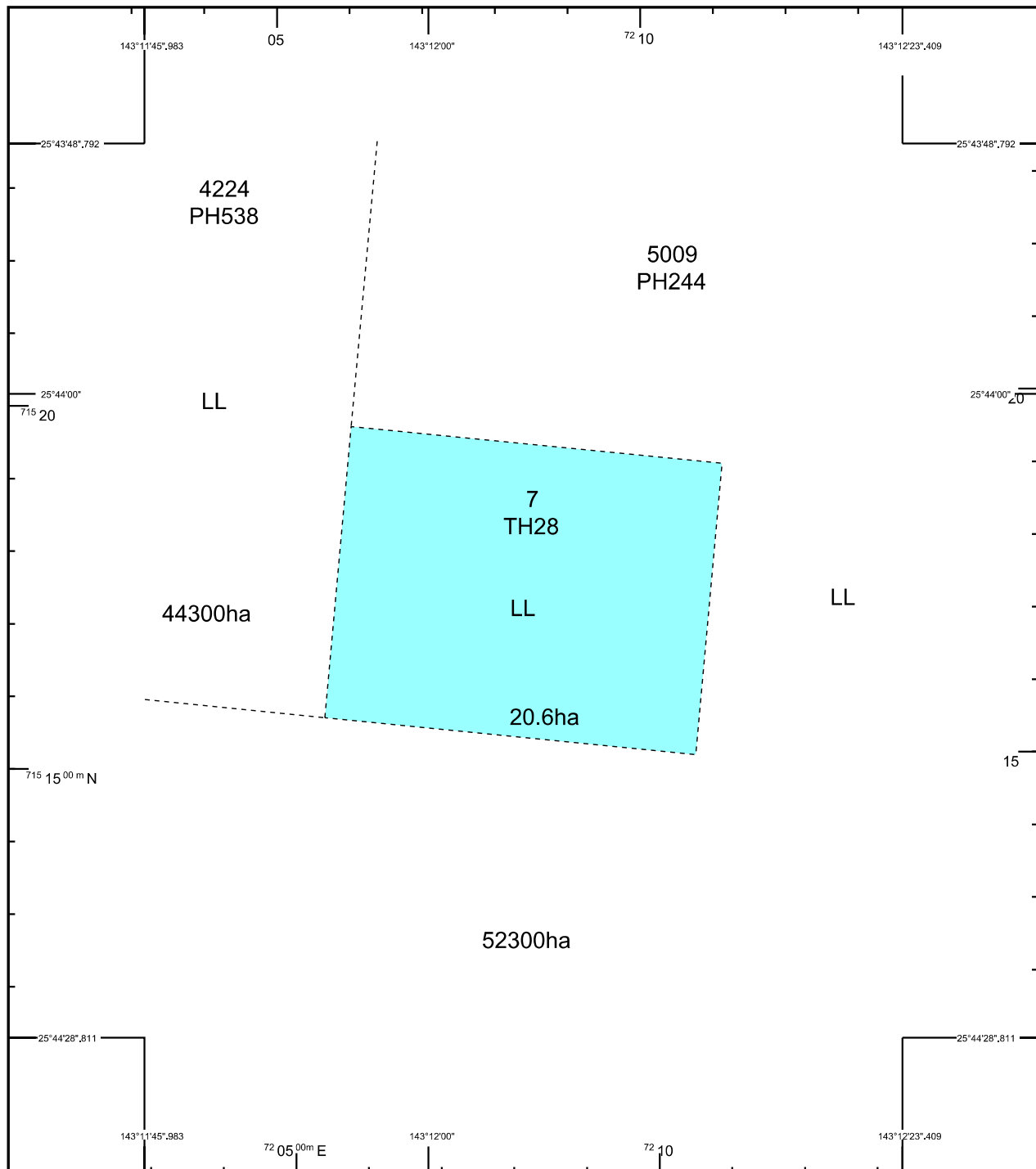
Land parcel label - gt 10 ha

Earthstar Geographics

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STANDARD MAP NUMBER  
7546-42233

0 150 300 450 600 750 m  
HORIZONTAL DATUM: GDA94 ZONE: 54 SCALE 1: 7500

MAP WINDOW POSITION &  
NEAREST LOCATION



#### SUBJECT PARCEL DESCRIPTION

DCDB  
Lot/Plan 7/TH28  
Area/Volume 20.6ha  
Tenure LANDS LEASE  
Local Government QUILPIE SHIRE  
Locality EROMANGA  
Segment/Parcel 46451/68

#### CLIENT SERVICE STANDARDS

PRINTED 19/07/2022  
For additional information regarding this SmartMap see page 2.  
Shading Rules have been applied.

DCDB 18/07/2022

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**SmartMap**

An External Product of  
SmartMap Information Services

Based upon an extraction from the  
Digital Cadastral Data Base



**Queensland  
Government**

(c) The State of Queensland,  
(Department of Resources) 2022.



**Additional Information Page**

## Shading Rules

 Lot Number = 7 and Plan Number = TH28

INTERNAL CURRENT STATE TENURE SEARCH  
DEPARTMENT OF RESOURCES, QUEENSLAND

Search Date: 31/03/2021 14:14

Title Reference: 17739161  
Date Created: 22/10/1995

DESCRIPTION OF LAND

Tenure Reference: SL 10/52719

Lease Type: TERM

LOT 7 CROWN PLAN TH28  
Local Government: QUILPIE

Area: 20.639000 Ha. (SURVEYED)

No Land Description

No Forestry Entitlement Area

Purpose for which granted:  
WATER FACILITY (BORE SITE)

TERM OF LEASE

Term and day of beginning of lease

Term: 30 years commencing on 01/09/1993

Expiring on 31/08/2023

REGISTERED LESSEE

Interest

Dealing No: 718876968 18/07/2018

BRIAN MARK TULLY		
MARINA GAY TULLY	JOINT TENANTS INTER SE	1/2
DAVID MIDDLETON MCWATERS		
SUSAN LYNNE MCWATERS	JOINT TENANTS INTER SE	1/2
	AS TENANTS IN COMMON	

CONDITIONS

- M76 The Lessees shall use the leased land for Water Facility (Bore Site) purposes, for purposes incidental thereto and for no other purpose whatsoever.
- M76 The rent shall be paid yearly in advance and shall be at the rate of \$90.00 per annum.
- M76 The annual rent for the remaining rental periods shall be determined by the Minister administering the Land Act 1962 as at 1 July of each year.
- M76 The right of resuming the whole or any part of the leased land at any time on giving six (6) months notice and compensating for improvements only shall be reserved to the Crown.

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Page 1/3

INTERNAL CURRENT STATE TENURE SEARCH  
DEPARTMENT OF RESOURCES, QUEENSLAND

Search Date: 31/03/2021 14:14

Title Reference: 17739161  
Date Created: 22/10/1995

CONDITIONS

- M76 No compensation for improvements or developmental work shall be payable by the Crown at the expiration of the term of the lease but the lessee shall have the right to remove moveable improvements within a period of three (3) months provided all moneys due by the lessee to the Crown on any account whatsoever have been paid. However, should the land be again made available for lease or purchase, the former lessee will be entitled to receive payment for the value of the improvements or developmental work, in accordance with the principles set out in the aforementioned Act.
- M76 The Lessees shall not at any time destroy any tree upon the leased land without the prior permit in writing of an authorised officer responsible for the region or contrary to any of the terms and conditions of such permit.
- M76 The Lessees shall not interfere with any forest products or remove any quarry material (including any stone, gravel, sand, earth, soil, rock, guano or clay which is not a mineral within the meaning of the Mineral Resources Act 1989) or other material upon the leased land without the permission of the Minister administering the Land Act 1962 except under the authority of and in compliance in every respect with the requirements of a permit, license, agreement or contract granted or made under the Forestry Act 1959.
- M76 The Lessees shall allow any person authorised under the Forestry Act 1959 access to the leased land for the purpose of cutting and removing timber or removing other forest products, or quarry material, or other material from the leased land.
- M76 The Lessees shall pay the cost of any required re-survey.
- M76 The Lessees shall maintain the leased land free from noxious plants.
- M76 This lease or any interest therein may not be transferred except together with and inclusive of the lessees interest in PH 10/4224 (L.4224/PH538) and PH 10/5009 (L.5009/PH244).

ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Lease No. 17739161
2. MORTGAGE No 718877312 18/07/2018 at 13:59  
SUNCORP-METWAY LIMITED A.C.N. 010 831 722  
SO FAR AS RELATES TO DAVID MIDDLETON MCWATERS AND SUSAN  
LYNNE MCWATERS  
Lodged at 13:59 on 18/07/2018 Recorded at 14:50 on 18/07/2018

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
719767646	EXEMPT CONS	02/12/2019 08:28	CUR	BE-ATS -99
SEC 322AA LAND ACT 1994				

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INTERNAL CURRENT STATE TENURE SEARCH  
DEPARTMENT OF RESOURCES, QUEENSLAND

Search Date: 31/03/2021 14:14

Title Reference: 17739161

Date Created: 22/10/1995

UNREGISTERED DEALINGS - NIL







Caution - Charges do not necessarily appear in order of priority

\*\* End of Current State Tenure Search \*\*

Information provided under section 34 Land Title Act (1994) or  
section 281 Land Act (1994)

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**14.6 REQUEST FOR WELCOME TO COUNTRY SIGNAGE - MARDIGAN PEOPLE****IX:** 227641**Author:** Justin Hancock, Chief Executive Officer**Attachments:**  
1. Mardigan Sign    
2. Mardigan Map    
3. Mardigan Map 2  **KEY OUTCOME****Key Outcome:** 1. Great Place to Live**Key Initiative:** 1.7 Recognition and celebration of Indigenous culture**EXECUTIVE SUMMARY**

Council has received correspondence from the Mardigan People regarding the installation of Welcome to Country Signage in Road Corridors in Quilpie Shire.

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**RECOMMENDATION**

1. That Council support the installation of Welcome to Country Signage with the following conditions;
  - (a) The Margany Traditional Owners Aboriginal Corporation are to provide Council with the final design of the 'Welcome to Country' signage;
  - (b) The Margany Traditional Owners Aboriginal Corporation to confirm the locations 'Welcome to Country' signage is to be installed;
  - (c) Council to seek the appropriate approvals for the installation of 'Welcome to Country' signage; and
  - (d) Council to fund the installation of 'Welcome to Country' signage on main road entrance points.

**BACKGROUND**

Council received Correspondence dated 21 July 2022 as follows:

*'I am writing this letter on behalf of Margany Traditional Owners Aboriginal Corporation to explore opportunities for Mardigan people to design and erect signage at Cheepie, Beechal Creek and to discuss potential support available through Quilpie Shire Council to support this project.*

*The aim is to promote cultural history of the area and to Welcome visitors and tourists to Mardigan Country as we work towards developing cultural tourism in the Quilpie area.*

*We look forward to your reply and the opportunity to discuss this matter further.*

*Yours sincerely,*

*Alex Jacobs*

*Chairperson, Executive Director*

*Margany Traditional Owners Aboriginal Corporation*

Welcome to Country signage has previously been designed for the Mardigan People, a similar design is to be used for the requested signage (Attached). Alex Jacobs has requested signage be installed win or around the following locations:

- Beechal Creek;
- Grey Range on Naretha; and
- South of Toompine.

All locations are to be confirmed and located within the Mardigan area.

This request is in line with similar program agreed to by Council for the installation of 'Welcome to Country' signage on main road entrance points to the area.

**OPTIONS**Option 1 – Recommended

1. That Council support the installation of Welcome to Country Signage with the following conditions;

- (a) The Margany Traditional Owners Aboriginal Corporation are to provide Council with the final design of the 'Welcome to Country' signage;
- (b) The Margany Traditional Owners Aboriginal Corporation to confirm the locations 'Welcome to Country' signage is to be installed;
- (c) Council to seek the appropriate approvals for the installation of 'Welcome to Country' signage; and
- (d) Council to fund the installation of 'Welcome to Country' signage on main road entrance points.

**CONSULTATION (Internal/External)**

Margany Traditional Owners Aboriginal Corporation Chairperson – Alex Jacobs

Director Engineering Services – Peter See

**LEGAL IMPLICATIONS**

N/A

**POLICY AND LEGISLATION**

Although no formal agreement or position is held with the installation of 'Welcome to Country' signage with the Mardigan People, the above is in line with support offered to other Traditional Owner groups in Quilpie Shire.

**FINANCIAL AND RESOURCE IMPLICATIONS**

It is estimated that the entire project will be \$4,000 which will be funded through Council's existing road maintenance (signage) budget.

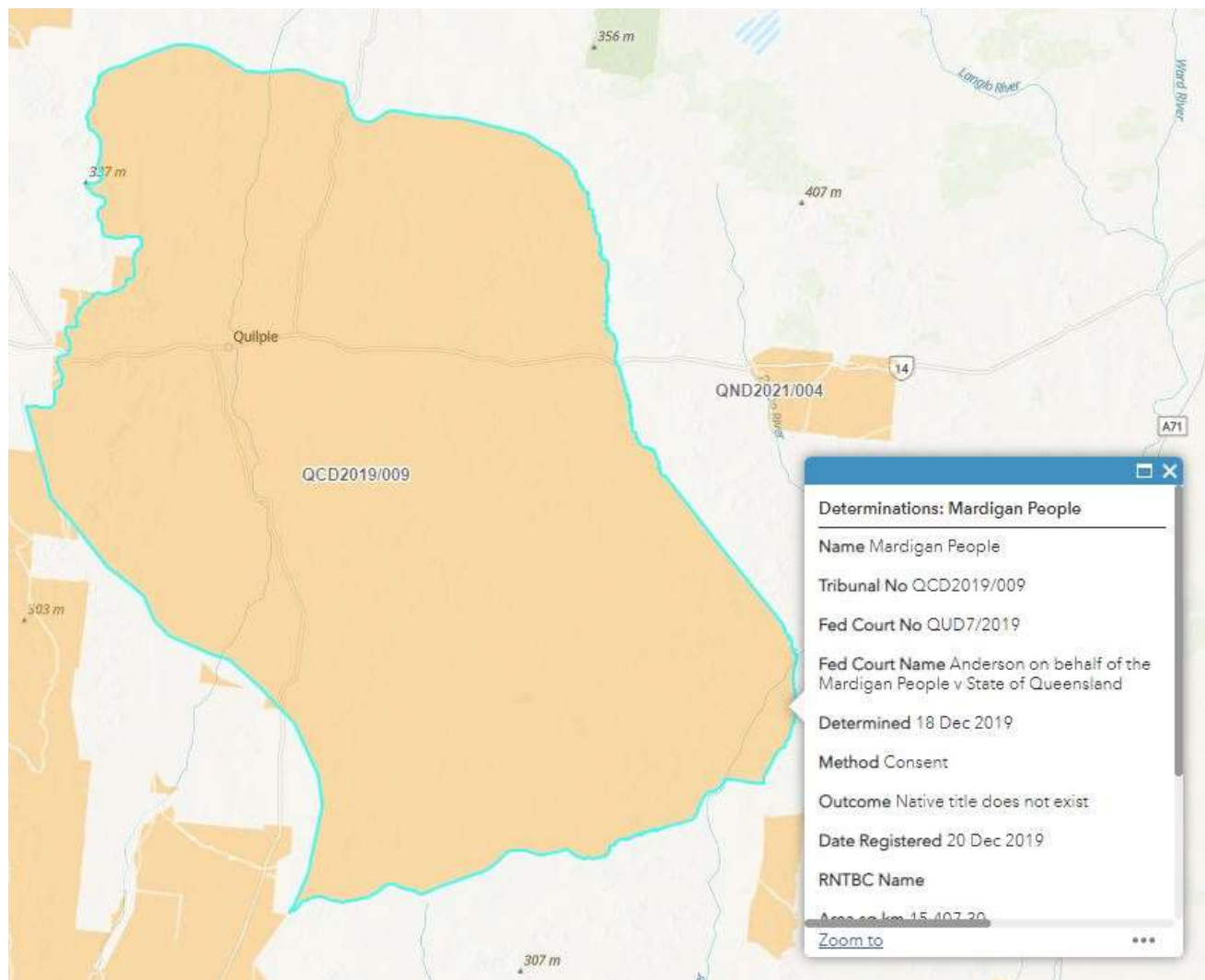
**RISK MANAGEMENT IMPLICATIONS**

Low Risk.









**15 CONFIDENTIAL ITEMS**

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**RECOMMENDATION**

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 275 of the Local Government Act 2012:

**15.1 Write off of Sundry Accounts**

This matter is considered to be confidential under Section 254J(3) - g of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.

**15.2 Contract - Quilpie Shire Council Property Management Services**

This matter is considered to be confidential under Section 254J(3) - g of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.

**15.3 Tender Consideration Plan - Purchase of up to four (4) x four (4) bedroom houses**

This matter is considered to be confidential under Section 254J(3) - g of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.

- 16 LATE ITEMS**
- 17 GENERAL BUSINESS**
- 18 MEETING DATES**