



# **AGENDA**

## **Ordinary Council Meeting**

**Monday, 20 September 2021**

**I hereby give notice that an Ordinary Meeting of Council will be held on:**

**Date: Monday, 20 September 2021**

**Time: 9.00am**

**Location: Mapoon Aboriginal Shire Council Chambers**

**Tim Rose  
Acting Chief Executive Officer**

MEETING NOTICE



COUNCIL  
MEETING NOTICE

Date Posted:  
**Reminder**

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*You are respectfully advised that the Council Meeting is scheduled:*

**Date:** Monday 20 September 2021  
**Time:** Beginning at 9.00am  
**Location:** Mapoon Aboriginal Shire Council Meeting Chamber

*The Meeting will be chaired by Cr Aileen Addo, Mayor.*

*Tim Rose*  
**Acting Chief Executive Officer**

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**1 OPEN MEETING**

**2 LEAVE OF ABSENCE**

**3 CONFIRMATION OF MINUTES**

**3.1 MINUTES OF THE COUNCIL HELD ON 24 AUGUST 2021**

**Author:** Royleen Wolski, Governance Manager

**Authoriser:** Tim Rose, Acting CEO

**Attachments:** 1. Minutes of the Council held on 24 August 2021

**HEADING**

**RECOMMENDATION**

1. That the Minutes of the Council held on 24 August 2021 be accepted as a true and correct record.



# **MINUTES**

**Ordinary Council Meeting**

**Tuesday, 24 August 2021**

**MINUTES OF MAPOON ABORIGINAL SHIRE COUNCIL MEETING  
ORDINARY COUNCIL CHAMBERS  
HELD AT THE MAPOON ABORIGINAL SHIRE COUNCIL  
ON TUESDAY, 24 AUGUST 2021 AT 9.00AM**

**PRESENT:** Mayor Aileen Addo (Chair), Cr Dawn Braun, Cr Daphne de Jersey.

**IN ATTENDANCE:** Tim Ross (Acting CEO) Steve Linnane (by Teams Teleconference),  
Royleen Wolski (Minute Taker)

**1 OPEN MEETING**

The Meeting was declared open at 8.58am.

Mayor Addo called for a minutes silence.

**2 APOLOGY**

Apology from Deputy Mayor Cr. Cameron Hudson

**RESOLUTION C129/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That Cr Hudson's apology be accepted for the meeting.

**CARRIED**

**3 CONFIRMATION OF MINUTES**

**3.1 MINUTES OF THE COUNCIL HELD ON 20 JULY 2021**

**RESOLUTION C130/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

1. That the Minutes of the Council held on 20 July 2021 be accepted as a true and accurate record

**CARRIED**

**4 MATTERS ARISING FROM THE MINUTES**

There were no matters arising from the minutes.

**5 CONFIDENTIAL REPORTS****RESOLUTION C131/21**

Moved: Cr Daphne de Jersey

Seconded: Cr Dawn Braun

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:

**5.1 Confidential - 2021 Interim Report - Queensland Audit Office**

This matter is considered to be confidential under Section 275 - h 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 other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

**5.2 Confidential Report - Internal Audit Report - Payroll**

This matter is considered to be confidential under Section 275 - h 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 other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

**CARRIED**

**RESOLUTION C132/21**

Moved: Cr Daphne de Jersey

Seconded: Cr Dawn Braun

That Council moves out of Closed Council into Open Council.

**CARRIED**

**5.1 CONFIDENTIAL - 2021 INTERIM REPORT - QUEENSLAND AUDIT OFFICE**

To submit the 2021 Interim Report from the Queensland Audit Office (QAO) for Council consideration

**RESOLUTION C133/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That the 2021 Interim Report from the Queensland Audit Office be received and noted.

**CARRIED**

**5.2 CONFIDENTIAL REPORT - INTERNAL AUDIT REPORT - PAYROLL****RESOLUTION C134/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That Council the Internal Audit report- Payroll be received and noted.

**CARRIED**

**6 MAYOR AND COUNCILLOR REPORTS****6.1 MAYOR & COUNCILLOR'S REPORTS****PURPOSE OF REPORT**

To provide the Reports of the Mayor & Councillors

**Mayor Addo's Report**

- Council Meeting 20/07/2021.
- Palliative Care Meeting with Queensland Health 21/7/2021
- Economic & Tourism Development Strategy Meeting with Weipa Town Authority 21/7/2021
- Meeting with Queensland Department of Communities & Housing 21/7/21
- Meeting with Warren Entsch 21/7/2021
- Observer on the Panel interviewing Mapoon Community Development Executive Applicants 26/7/2021
- Meeting with Senator Roberts 26/7/2021
- Trustee Meeting 15/06/2021
- Health Meeting with Apunipima Health Service 29/7/2021
- Meeting with Horse Contractors 1/8/2021
- Interim Mapoon Thriving Communities Advisory Group Meeting 3/8/2021
- State Disaster Management Group & Doctor Young in relation to the new COVID 19 Health Directives 3/8/2021
- Local Disaster Management Group Meeting 9/8/2021
- Meeting with Fred Gaia of Community Enterprise Queensland 17/8/2021
- Meeting with Jan Bradley re Trusteeship 18/8/2021

**Councillor Braun's Report**

- Council Meeting – Councillors 20/07/2021.
- Trustee Meeting – 21/07/2021.
- Local Disaster Management Group re COVID-19 Update 3/08/2021
- Local Disaster Management Group Meeting 9/08/2021

**Councillor de Jersey's Report**

- Justice Group Meeting with Department of Justice & Attorney General, MyPathways and Mapoon Community Justice Group 15/07/2021
- Council Meeting – 20/07/2021.
- Meeting with Warren Entsch 21/07/2021
- Economic & Tourism Development Strategy Meeting with Weipa Town Authority, Weipa Police & Tammie Matson 21/07/2021
- Meeting with Department of Communities, Housing Engagement & Partnership Team 21/07/2021
- Trustee Meeting – 14/06/2021.

**RESOLUTION C135/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That the Mayor & Councillor's Reports be received and noted.

**CARRIED**

**OTHER BUSINESS**

**Ms Temaleti Matasia & Ms Di Nicholls of the Wenlock Catchment Management Group were admitted to the meeting for discussions in relation to their project "Caring for Country Camp" proposed at Mapoon on 20<sup>th</sup> to 24<sup>th</sup> September 2021.**

Ms Matasia and Ms Nicholls provided a copy of the Proposed Itinerary and asked for Council's support, and the approval of support by the Mapoon Rangers to assist the Wenlock catchment Group to transport participants around on the Camp. They stated that the participants would be youth of Mapoon and visiting youth.

Mayor Addo stated that Council believed it was a good program, and that Council will support in any way we can but we must be governed by the Act and the resources requested are not Council governed but governed by the Chief Executive Officer.

It was agreed that the Chief Executive Officer would discuss the Camp and resources required with Kelli Leatham the Acting Executive of Environmental Services, Land & Sea, Parks and Gardens. Mayor Addo thanked Ms. Matasia & Ms. Nicholls for their presentation and Ms. Matasia & Ms. Nicholls thanked the Mayor and Councillors for their time.

**7 OPERATIONAL REPORTS****7.1 CHIEF EXECUTIVE OFFICER'S REPORT - MEETINGS ATTENDED****PURPOSE OF REPORT**

To provide the report of the Chief Executive Officer

**RESOLUTION C136/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That Council note the meetings attended by the Chief Executive Officer

**CARRIED**

Mr Linnane then departed the meeting.

**7.2 COUNCILLOR VACANCY****PURPOSE OF REPORT**

To update Council on the recent resignation of Councillor Margaret Mara.

**RESOLUTION C137/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That

1. The report be received,
2. Council note the need for a by-election and the filling of the Councillor vacancy by 3 October 2021.

**CARRIED**

**7.3 REPORT - INTERIM MAPOON THRIVING COMMUNITIES ADVISORY COMMITTEE MEETING****PURPOSE OF REPORT****RESOLUTION C138/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That the Report on the Interim Mapoon Local Thriving Communities Advisory Committee Meeting held on 3 August 2021 be received and endorsed.

**CARRIED**

**7.4 TCICA COMMUNIQUE****PURPOSE OF REPORT**

To provide Council with the TCICA Communique dated August 2021

**RECOMMENDATION**

That Council receive and note this report.

**The Executive Manager of Infrastructure & Works was admitted to the meeting for discussions in relation to Items 7.5, 7.14, and 7.15**

**7.5 OPERATION REPORT FOR AUGUST COUNCIL MEETING FROM EXECUTIVE MANAGER FOR INFRASTRUCTURE****PURPOSE OF REPORT**

Present to Council a report of program performance and operational actions for the previous month

**RESOLUTION C139/21**

Moved: Cr Daphne de Jersey

Seconded: Cr Dawn Braun

That the Report of the Executive Manager of Infrastructure and Works be received and noted.

**CARRIED**

Items 7.14 and 7.15 were dealt with at this time.

**The Executive Manager of Infrastructure & Works departed the meeting at 11.35am.**

**7.6 EXECUTIVE FINANCE MANAGER - JULY 2021 REPORT****PURPOSE OF REPORT**

Present to the council a report outlining program performance and operational actions for the previous month. This report contains listed activities and points for decisions in Council meeting.

**RESOLUTION C140/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That Council receive the report and endorse the Financial Reports for the financial period July 2021.

**CARRIED**

**The Executive Manager of Environmental Services, Land & Sea Rangers & Parks & Gardens was admitted to the meeting for discussions in relation to Items 7.7.**

**7.7 ACTING EXECUTIVE MANAGER ENVIRONMENTAL SERVICES, LAND AND SEA, PARKS AND GARDENS****PURPOSE OF REPORT**

To present to Council a report of Program Performance and Operational actions for the previous month.

**RESOLUTION C141/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That the report of Acting Executive Manager of Environmental Services, Land and Sea Rangers and Parks and Gardens be received and noted.

**CARRIED**

**The Executive Manager of Environmental Services, Land & Sea Rangers & Parks & Gardens departed the Meeting.**

**7.8 DEBTOR'S IMPAIRMENT PROVISION 2020-2021****PURPOSE OF REPORT**

To delegate the Chief Executive Officer authority to write off bad debts up to \$5,000 and to approve reversals and adjustments in relation to debtors as required.

**RESOLUTION C142/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That Council:

- (a) Note and receive the Report and,
- (b) Approve the Fiscal Governance Policy, and
- (c) Authorise the Chief Executive Officer to write off bad debts up to \$5,000 and,
- (d) Authorise the Chief Executive Officer to approve reversals and adjustments in relation to debtors

**CARRIED**

**7.9 LOCAL GOVERNMENT ASSOCIATION OF QUEENSLAND PROPOSAL FOR WEBSITE DESIGN & BUILD, & DIGITAL SERVICES AGREEMENT****PURPOSE OF REPORT**

To advise Council of the proposal and quotation from the Local Government Association of Queensland for the design and building of a new website.

**RESOLUTION C143/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That Council approve the proposal and quotation of the Local Government Association of Queensland for the Mapoon Aboriginal Shire Council Website design and build.

**CARRIED**

The Meeting took a break for lunch at 12.15pm  
The Meeting reopened for business at 12.46pm

**7.10 COMMUNITY BUS & COMMUNITY HEARSE POLICY****PURPOSE OF REPORT**

To advise Council of proposed Community Bus & Community Hearse Policy

**RESOLUTION C144/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That Council receive and note the Community Hearse Policy.

**CARRIED**

It was agreed that the Community Bus Policy be considered at the next Council Meeting on 20 September 2021.

**7.11 GOVERNANCE MANAGER'S REPORT ON MAPOON STORE, ACCOMMODATION AND CAMP GROUNDS****PURPOSE OF REPORT**

To advise Council of the operations of Council's Business enterprises.

The Store Management situation was discussed and Council agreed to invite Mr Fred Gaia of Community Enterprise Queensland (QEC) to address the September Council Meeting.

**RESOLUTION C145/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That the report of the Governance Manager in relation to the Store, Accommodation and Camp Grounds be received and noted.

**CARRIED**

**7.12 HUMAN RESOURCES REPORT****PURPOSE OF REPORT**

To advise Council of the operations of the Human Resource Department.

**RESOLUTION C146/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That the HR Manager's Report be received and noted.

**CARRIED**

**7.13 COMMUNITY AGED AND DISABILITY SERVICES****PURPOSE OF REPORT**

To give updated information for Council on July 2021 service delivery outputs.

**RESOLUTION C147/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That the Community Aged and Disability Report be received and noted.

**CARRIED**

**7.14 MAPOON ABORIGINAL SHIRE COUNCIL HOUSING INVESTMENT PLAN 2020-2021****PURPOSE OF REPORT**

To advise Council of the Mapoon Aboriginal Shire Council Housing Investment Plan 2020-2021.

**RECOMMENDATION**

That Council note and receive the Report "Housing Investment Plan 2020-2021"

**7.15 REQUEST FOR A 'MINOR CHANGE' UNDER S78 OF THE PLANNING ACT 2016 TO AN EXISTING APPROVAL OVER LAND LOCATED AT 57 HUDSON STREET, MAPOON****PURPOSE OF REPORT**

To advise Council of a Request for a Minor Change Application under Section S78 of the Planning Act 2016 to an Existing Approval over land located at 52 Hudson Street Mapoon.

Mayor Aileen Addo & Councillor Daphne de Jersey advised that they each had a declarable conflict of interest in relation to Item 7.15 as it relates to a matter involving Apunipima and offered to leave the meeting during discussions on this Item. As there was not a quorum at the Meeting to decide this issue, Mayor Addo and Cr. de Jersey were readmitted to the meeting and the issue was dealt with in accordance with Section 150EU of the *Local Government Act 2009 - Procedure if no quorum for deciding matter because of prescribed conflicts of interest or declarable conflicts of interest*

**RESOLUTION C148/21**

Moved: Cr Dawn Braun

Seconded: Cr Daphne de Jersey

That pursuant to Section 150EU (2) (a) of the Local Government Act 2009, Council delegate this matter to the Chief Executive Officer for action.

**CARRIED**

**8 ANY OTHER BUSINESS**

**8.1 MEETING WITH CHAIRMAN RITCHIE AH MAT AND DIRECTOR DEVON TARPENCHA OF THE CAPE YORK LAND COUNCIL**

**PURPOSE OF REPORT**

Mayor Aileen Addo has invited Mr Ritchie Ah Mat, Chairman of the Cape York Land Council to meet with Council. He will be accompanied by Cape York Land Council Director Devon Tarpencha. Mr Ah Mat was unable to attend this month's Council Meeting but is available to attend the Ordinary Council Meeting scheduled for Tuesday 19<sup>th</sup> October 2021.

**9 CORRESPONDENCE IN**

**9.1 CORRESPONDENCE IN FROM THE HONOURABLE CRAIG CRAWFORD MP, MINISTER FOR SENIORS AND DISABILITY SERVICES AND MINISTER FOR ABORIGINAL AND TORRES STRAIT ISLANDER PARTNERSHIPS, DATED 10 AUGUST 2021**

**PURPOSE OF REPORT**

To Advise Council of Correspondence IN from the Honourable Craig Crawford MP, Minister for Seniors and Disability Services and Minister for Aboriginal and Torres Strait Islander Partnerships, dated 10 August 2021.pdf

The Correspondence IN was received and noted.

**10 CORRESPONDENCE OUT**

Nil

**11 NEXT MEETING DATE**

Proposed date for next meeting: Monday 20 September 2021

**12 CLOSE MEETING**

The Meeting closed at 1.29pm.

.....  
**CHAIRPERSON**

**4 MATTERS ARISING FROM THE MINUTES**

**5 CONFIDENTIAL REPORTS****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:

**5.1 Update on Option for Short Term Management Agreement for Mapoon Council Store**

This matter is considered to be confidential under Section 275 - e 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 Contracts proposed to be made by it.

**6 MAYOR AND COUNCILLOR REPORTS**

As presented.

**7 OPERATIONAL REPORTS****7.1 MAYOR & COUNCILLOR REPORTS**

**Author:** Aileen Addo, Mayor  
**Authoriser:** Tim Rose, Acting CEO  
**Attachments:** Nil

**PURPOSE OF REPORT**

To advise of the Meetings attended by Mayor and Councillors. The Mayor & Councillors tabled their reports on the Proforma provided previously.

**RECOMMENDATION**

That the Reports of Mayor and Councillors be received and noted.

**7.2 CHIEF EXECUTIVE OFFICER'S MEETINGS**

**Author:** Tim Rose, Acting CEO

**Authoriser:** Tim Rose, Acting CEO

**Attachments:** Nil

**PURPOSE OF REPORT**

To brief Council of the Meetings attended by the Chief Executive Officer.

**DISCUSSION**

- Mayor, Councillors, and Chief Executive Officer attended the Council Meeting on 24<sup>th</sup> August 2021.
- Mayor, Councillors, and Chief Executive Officer attended a Trustee Meeting on Thursday the 26<sup>th</sup> August 2021.
- Mayor and Chief Executive Officer attended weekly briefings (Tele-conference) with The Torres & Cape Hospital & Health Service about Covid 19 Vaccine roll-out.
- Mayor and Chief Executive Officer attended the Mapoon Technical Working Group Meeting in Mapoon with the Department of Seniors, Disability Services & Aboriginal & Torres Strait Islander Partnerships (Teleconference) on 31<sup>st</sup> August 2021
- Mayor and Chief Executive Officer attended Mapoon Interim Local Thriving Communities Advisory Committee Meeting on 7<sup>th</sup> September 2021.
- Mayor and Chief Executive Officer attended a Remote Food Security Roundtable Briefing by Dr Simone Nalatu Principal Lead – First Nations Communities.
- Mayor and Councillors attend an Induction Meeting with John O'Halloran of the Department of State Development, Infrastructure, Local Government and Planning.
- Mayor and Councillors went on an Inspection Tour of the Wenlock River on 15<sup>th</sup> September 2021.
- Other Various Operational and Administration meetings were also undertaken

**RECOMMENDATION**

That Council note the meetings attended by the Chief Executive Officer

**7.3 EXECUTIVE MANAGER FOR INFRASTRUCTURE AND WORKS REPORT**

**Author:** Tom Smith, Executive of Infrastructure & Works

**Authoriser:** Tim Rose, Acting CEO

**Attachments:** Nil

**PURPOSE OF REPORT**

Present to Council a report of program performance and operational actions for the previous month

**BACKGROUND**

Council Has several larger projects currently under construction which are at various stages of completion.

**DISCUSSION**

Works Activities to Date:

<b>Social Housing blocks:</b>	<ul style="list-style-type: none"> <li>• Fencing continuing to all blocks.</li> <li>• Blocks, trusses, and reinforcing ordered</li> <li>• Tender recommendation to follow</li> </ul>
<b>Church Works:</b>	<ul style="list-style-type: none"> <li>• Ergon major infrastructure installed connection expect soon.</li> <li>• Once power connected, completion minor defect will commence.</li> </ul>
<b>Building Our Regions 5 (BoR 5)</b> <b>Paanja Lodge Cabins:</b>	<p>In relation to all four units</p> <ul style="list-style-type: none"> <li>• Walls external are 100% complete,</li> <li>• Windows are 100% complete,</li> <li>• Trusses, roof sheeting and gutters are 100% complete,</li> <li>• External doors to Lock-up 100% complete,</li> <li>• Internal all battening and blocking 100% complete,</li> <li>• First fix electrical 100% complete,</li> <li>• First fix Plumbing 100% complete,</li> <li>• In Ground Plumbing 75% complete,</li> </ul>

<p><b>Building Our Regions 5; Paanja Lodge Cabins (Continued):</b></p>	<ul style="list-style-type: none"> <li>• Internal door frames 100% complete,</li> <li>• Installation of fencing 80% complete,</li> <li>• External decking 100% complete,</li> <li>• Internal Plaster boarding 100% complete,</li> <li>• Kitchen/wardrobe manufacture 100% complete,</li> <li>• Concrete works driveways and carparks 85% complete,</li> <li>• Bathrooms 90% complete,</li> <li>• Tiling 100% complete,</li> <li>• Construction of carpark/solar power support 90% complete,</li> <li>• Internal decoration 90% complete,</li> <li>• Floor coverings 100% complete,</li> <li>• Second fix electrical internal 100% complete</li> </ul>
<p><b>The Works for Queensland (W4QLD 20-21) Store Project:</b></p>	<ul style="list-style-type: none"> <li>• Pad filling is nearing completion compaction is being achieved.</li> <li>• Slab set-up and pouring of slab is to commence October</li> </ul>
<p><b>Designs for the Project “Monsoon Rain Relief”:</b></p>	<ul style="list-style-type: none"> <li>• Final designs 100% complete</li> </ul>
<p><b>The Works for Queensland (W4QLD 19-21) Cultural Centre:</b></p>	<ul style="list-style-type: none"> <li>• Roof purlins 100% complete,</li> <li>• Wall framing 100% complete,</li> <li>• Roof sheeting 90% complete,</li> <li>• Electrical first fix 100% complete,</li> </ul>

	<ul style="list-style-type: none"> <li>• Plumbing first fix 100% complete,</li> <li>• Aircon first fix 100% complete,</li> <li>• All internals' walls and suspended ceilings 100% complete.</li> <li>• Plaster boarding and setting 100% complete,</li> <li>• External wall sheeting 90% complete,</li> <li>• Joinery manufacturer 70% complete,</li> <li>• Café fit out manufacture 70% complete,</li> </ul>
<p><b>Building Our Regions 4 (BoR 4)</b> <b>New Staff Housing:</b></p>	<ul style="list-style-type: none"> <li>• Ergon connection underway once powered up minor touch ups to commence.</li> </ul>
<p><b>Barge Landing</b></p>	<ul style="list-style-type: none"> <li>• 30 planks installed</li> <li>• Construction of transition underway</li> <li>• Rock delivery's underway</li> <li>• Completion expected October</li> </ul>
<p><b>Water Tank Construction</b></p>	<ul style="list-style-type: none"> <li>• Main slab poured 100% complete,</li> <li>• Tank walls formed steeled and poured 100% complete,</li> <li>• New water connections are installed 100% complete,</li> <li>• The Supervisory Control and Data Acquisition (SCADA) 100% complete,</li> <li>• Tanks filled and cleaned ready for commissioning</li> <li>• New fence 100% complete</li> </ul>

	<ul style="list-style-type: none"> <li>• Landscaping 40% complete</li> </ul>
<b>New Transfer station</b>	<ul style="list-style-type: none"> <li>• DA currently underway</li> <li>• Survey works expected October</li> <li>• Design commenced</li> </ul>
<b>QBuild Maintenance:</b>	<ul style="list-style-type: none"> <li>• Currently up to date and invoicing continuing.</li> </ul>
<b>QBuild Upgrades:</b>	<ul style="list-style-type: none"> <li>• Lot 4: minor works 90% complete, painting to complete,</li> <li>• Lot 38: rear veranda underway.</li> <li>• Lot 45: Bathroom Upgrade Underway</li> </ul>
<b>Workshop:</b>	<ul style="list-style-type: none"> <li>• Vehicle servicing up to date other than any awaiting parts</li> <li>• RFQ on Vendor panel closed recommendation for Vehicle suppliers to follow.</li> </ul>
<b>AMO EHW:</b>	<ul style="list-style-type: none"> <li>• Water supply excellent.</li> <li>• Current equipment experiencing some technical issues which have been rectified.</li> <li>• Vet visit was a success report expected before the next Council meeting.</li> <li>• AMO has taken delivery and now giving them Horse lick blocks and other treats to persuade them to stay.</li> </ul>

**RECOMMENDATION**

That the Report of the Executive Manager of Infrastructure and Works be received and noted.

**7.4 AECOM TENDER ASSESSMENT FOR CONSTRUCTION OF FIEV (5) NEW HOUSES IN MAPOON - SUBSTANTIAL WORKS PACKAGE**

**Author:** Tom Smith, Executive of Infrastructure & Works

**Authoriser:** Tim Rose, Acting CEO

**Attachments:** 1. AECOM Tender Results and Assessment Recommendation

**PURPOSE OF REPORT**

Evaluation of closed tender for the construction of the new Cultural centre and Recommendation for the award of major contract.

**BACKGROUND****2.1 Tender scope**

The scope consists of the construction of a substantial portion of 5 new houses on Weipa Mapoon Road, Mapoon and includes a combination of supply and install and labour only for some selected items that are supplied by Council. Council have decided to procure some long lead time items to avoid potential delays when the Substantial Works Package commences.

The scope of work consists of the following 6 trade packages and preliminaries.

1. Preliminaries.
2. Concreting – reinforcement supply only by MASC.
3. Blockwork labour– Blocks and steel door frames supplied by MASC.
4. Structural Steel.
5. Internal and external carpentry including Fibre Cement ceilings – Roof Truss supply by MASC.
6. Aluminium windows and doors.
7. Roofing, fascia, and gutter.

Packages of work that are excluded from the tendered scope to be undertaken and managed by MASC are:

- Civil works / bulk excavation.
- Electrical services.
- Plumbing services.
- Tiling supply and install and bedding in wet areas for the vinyl layer.
- Vinyl supply and install.
- Painting.
- External fencing.
- Joinery.
- Landscaping.

The tender documents consisted of the following returnable schedules along with the conditions of tender, technical specification, requirements for compliance assessment testing and contract information, non-technical specification, formal instrument of agreement, Annexure A to the general conditions of contract.

- Tender Form.
- Trade Break Up.
- Schedule of Contractor's Details.

## DISCUSSION

### 2.2 Tender period

An 'Open' tender was advertised in the Cape York Weekly on Tuesday 3 August 2021 and the Cairns Post on Saturday 7 August 2021 calling for tenders from suitably qualified and experienced QBCC Licenced Builders with a tender closing date of 4 pm, Monday 23 August 2021. A copy of the advertisement is included in Appendix A.

Following the issue of Addendum # 1 on 10 August 2021, (see Section 2.3 tender period correspondence below) the tender closing date was extended by one week to 30 August 2021.

### 2.3 Tender period correspondence

During the tender period, tender documents were requested by seven contractors:

1. Horton Constructions
2. James Construction Queensland
3. Cowie Group.
4. Great Northern Building
5. WIP Constructions
6. Rowan Turton Builders
7. Strategic Builders.

WIP Construction issued an email on 10 August 2021 advising that they would not be submitting a tender due to other commitments.

During the tender period there were two items of correspondence:

- 9 August 2021 – Email from Horton Constructions querying Energy Efficiency Reports.
- 10 August 2021 – Addendum # 01 was issued to all tenderers which included the Energy Efficiency Reports, clarification on site power supply responsibility during construction and advising of a revised tender Closing date of 4 pm, Monday 30 August 2021.

Reference should be made to Appendix B for a copy of tender period correspondences.

### 3.1 Tenders received

**Table 1 Summary of Tenders Received**

Cowie Group,	3.52 pm, 30 August 2021	\$1,087,506.00
James Construction Qld,	3.50 pm, 30 August 2021	\$1,328,270.95
Horton Constructions,	11.18 am, 31 August 2021	\$ 939,170.00
A Jenkins & N Gordon,	11.34 am, 31 August 2021	\$1,641,116.00

### 5.2 Final assessment

The tender assessment panel held an assessment meeting on Thursday 12 November 2020 and undertook the tender assessment for the two tenders submitted against the criteria outlined in Section 5.1 of this document. Table 5 outlines the aggregate score of each of the tenders.

<b>Table 5 Summary of final assessment scores</b>	<b>Tender evaluation score</b>	<b>Final Tender price (GST excl)</b>
<b>Tenderer</b>		
Horton Constructions	4.98	\$ 939,170.00
Cowie group	4.19	\$ 1,87,506.00
James Construction Queensland	3.88	\$1,328,270.96
A Jenkins & N Gordon	3.58	\$1,641,116.00

The tender evaluation panel agreed that, based on the assessment, Horton Constructions (HC) were the preferred tenderer.

The main reasons cited by the tender evaluation panel in support of their decision included:

- Tender Price: Horton Constructions (HC) were \$148,336 or 15.8% cheaper than the closest tender from Cowie Group.
- Local, Relevant Experience: All four contractors were very experienced in delivering construction projects in remote communities, including Mapoon, and all four scored a five out of five for this category. HC, Cowie and A Jenkins have all built houses in Mapoon and James QLD has built numerous non-residential projects in Mapoon. Due to HC's more recent specific projects in Mapoon including the HACC Centre and the Church, it was considered that HC had a small advantage over Cowie Group. It was also noted that HC had performed well on these Mapoon projects.
- Local employment and training opportunities. HC had specifically mentioned the employment of the two local workers in their methodology and had a proven track record employing Mapoon locals.
- The fact that HC had technically submitted a late tender was discussed and it was agreed that given HC produced evidence that confirmed they had submitted a tender prior to the closing date, albeit to the wrong email address, it was considered an honest mistake and not fitting of disqualification.

- It was agreed that all tenderers had excellent local relevant experience, and all had the capability to deliver the new houses. The final selection however came down to the comparatively low price of Horton Constructions tender and the fact that he has successfully delivered other similar projects in Mapoon.

**RECOMMENDATION**

Based on the information contained in this report, it is recommended that Council:

1. Award Contract MASC2021-006 to Horton Constructions Pty Ltd in the amount of \$939,170 (GST Exclusive) by 28 December 2021. After this, the tender validity period would have lapsed, and further confirmation would be required to confirm any additional cost implications caused by the time elapsed
2. Delegate authority to the Chief Executive Officer in accordance with the Local Government Act 2009 to negotiate, finalise, and execute any and all matters associated with entering into contracts under this arrangement.
3. Note and approve the AECOM Tender Evaluation Report and Contractor Recommendation Report for the Construction of the new Cultural Centre, and approve the recommendations



# MASC 2021-006 Construction of 5 New Houses in Mapoon - Substantial Works Package

Tender Assessment Report

13-Sep-2021  
Mapoon 5 New Houses - Substantial Works Package  
Doc No. 62581176-RPPD-0001-0



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Mapoon 5 New Houses - Substantial Works Package  
MASC 2021-006 Construction of 5 New Houses in Mapoon - Substantial Works Package

## MASC 2021-006 Construction of 5 New Houses in Mapoon - Substantial Works Package

Tender Assessment Report

Client: Mapoon Aboriginal Shire Council

ABR: 15 093 924 706

Prepared by

AECOM Australia Pty Ltd  
Level 3, 120 Bunda Street, PO Box 9971, Cairns QLD 4870, Australia  
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13-Sep-2021

Job No.: 60581176

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13-Sep-2021  
Prepared for – Mapoon Aboriginal Shire Council – ABR: 15 093 924 706

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Mapoon 5 New Houses - Substantial Works Package  
 MASC 2021-006 Construction of 5 New Houses in Mapoon - Substantial Works Package

**Quality Information**

Document MASC 2021-006 Construction of 5 New Houses in Mapoon - Substantial Works Package  
 Ref 60581176  
 Date 13-Sep-2021  
 Prepared by Geoff Prior  
 Reviewed by Scott Snelling

Revision History

Rev	Revision Date	Details	Authorised	
			Name/Position	Signature
0	13 September 2021	For Issue	Scott Snelling	

13-Sep-2021  
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Mapoon 5 New Houses - Substantial Works Package  
 MABC 2021-006 Construction of 5 New Houses in Mapoon - Substantial Works Package

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## 1.0 Introduction

### 1.1 Background and context

Mapoon Aboriginal Shire Council (MASC) lies within the north western corner of Cape York Peninsula in Far North Queensland. Mapoon is located approximately 700 km north west of Cairns and 80 kilometres north of Weipa on the mouth of the Wenlock River. The community is home to approximately 317 people. The location of the proposed new houses is Lot 160 to Lot 164 Weipa Mapoon Road, Mapoon.



Figure 1 Site locality

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 MASC 2021-006 Construction of 5 New Houses in Mapoon - Substantial Works Package

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## 2.0 The tender period

### 2.1 Tender scope

The scope consists of the construction of a substantial portion of 5 new houses on Weipa Mapoon Road, Mapoon and includes a combination of supply and install and labour only for some selected items that are supplied by Council. Council have decided to procure some long lead time items to avoid potential delays when the Substantial Works Package commences.

The scope of work consists of the following 6 trade packages and preliminaries.

1. Preliminaries.
2. Concreting – reinforcement supply only by MASC.
3. Blockwork labour– Blocks and steel door frames supplied by MASC.
4. Structural Steel.
5. Internal and external carpentry including Fibre Cement ceilings – Roof Truss supply by MASC.
6. Aluminium windows and doors.
7. Roofing, fascia, and gutter.

Packages of work that are excluded from the tendered scope to be undertaken and managed by MASC are:

- Civil works / bulk excavation.
- Electrical services.
- Plumbing services.
- Tiling supply and install and bedding in wet areas for the vinyl layer.
- Vinyl supply and install.
- Painting.
- External fencing.
- Joinery.
- Landscaping.

The tender documents consisted of the following returnable schedules along with the conditions of tender, technical specification, requirements for compliance assessment testing and contract information, non-technical specification, formal instrument of agreement, Annexure A to the general conditions of contract.

- Tender Form.
- Trade Break Up.
- Schedule of Contractor's Details.
- Code of Conduct.

### 2.2 Tender period

An 'Open' tender was advertised in the Cape York Weekly on Tuesday 3 August 2021 and the Cairns Post on Saturday 7 August 2021 calling for tenders from suitably qualified and experienced QBCC licenced Builders with a tender closing date of 4 pm, Monday 23 August 2021. A copy of the advertisement is included in Appendix A.

Following the issue of Addendum # 1 on 10 August 2021, (see section 2.3 tender period correspondence below) the tender closing date was extended by one week to 30 August 2021.

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## 2.3 Tender period correspondence

During the tender period, tender documents were requested by seven contractors:

1. Horton Constructions
2. James Construction Queensland
3. Cowie Group.
4. Great Northern Building
5. WIP Constructions
6. Rowan Turton Builders
7. Strategic Builders.

WIP Construction issued an email on 10 August 2021 advising that they would not be submitting a tender due to other commitments.

During the tender period there were two items of correspondence:

- 9 August 2021 – Email from Horton Constructions querying Energy Efficiency Reports.
- 10 August 2021 – Addendum # 01 was issued to all tenderers which included the Energy Efficiency Reports, clarification on site power supply responsibility during construction and advising of a revised tender Closing date of 4 pm, Monday 30 August 2021.

Reference should be made to Appendix B for a copy of tender period correspondences.

## 3.0 Tender opening

### 3.1 Tenders received

At tender close (4:00 pm, Monday 30 August 2021) two (2) tenders were received.

Table 1 provides a status of the tenders immediately after opening.

Table 1 Summary of tenders received

Full name of tenderers	Appears complete	Date and time received	Amount of tender (GST excl.)
Cowie Group	Yes	3.52 pm, 30 August 2021	\$1,087,508.00
James Construction Qld	Yes	3.50 pm, 30 August 2021	\$1,328,270.95
<b>Late tenders</b>			
Horton Constructions	Yes	11.18 am, 31 August 2021	\$839,170.00
A Jenkins & H Gordon	Yes	11.34 am, 31 August 2021	\$1,641,116.00

### 3.2 Late tenders

There were two late tenders submitted.

1. Mark Horton from Horton Constructions was contacted by phone at approximately 9:00 am, Tuesday 31 August 2021 and advised that a tender had not been received. Mark responded by stating that he thought he had submitted a tender by the required timeframe and he promptly travelled back to his Weipa office to check his email records.

At 11:18 am, Tuesday 31 August 2021, Mark Horton sent through his tender to the correct email address. Mark produced written evidence confirming that he had sent his tender prior to the closing time on 3:46 pm, Monday 30 August 2021, but to the wrong email address.

The incorrect email address he used was [tenders@aecom.com](mailto:tenders@aecom.com) whereas the correct email address is [paims.tenders@aecom.com](mailto:paims.tenders@aecom.com).

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2. AJ Jenkins from A Jenkins & N Gordon was contacted at approximately 9.05 am, 31 August 2021 and advised that a tender had not been received. AJ advised that he had completed the tender but had not submitted it yet as he thought today, being the end of the month, was the tender closing date. At 11.34 am, 31 August 2021, a tender was received by A Jenkins & N Gordon.

### 3.3 Alternative tenders

No alternative tenders were provided as part of the tender process.

## 4.0 Tender review

### 4.1 The tender evaluation panel members

Tenders were assessed by a panel consisting of the following members:

Table 2 Tender evaluation panel

Name	Position	Company
Tom Smith	Works Manager	MASC
Elzebie Groenewald	Executive Finance Manager	MASC
Geoff Prior	Project Manager	AECOM

### 4.2 Disclosure of conflict of interest

No conflict of interest was disclosed by any member of the tender panel.

### 4.3 Tender schedules – arithmetical check

The trade break ups for each tender were checked for arithmetical accuracy and the totals were compared to the totals listed in the tender forms. No arithmetical errors were identified.

### 4.4 Tender conformance and completeness

Tenderers were required to complete and submit the following information to the required email address by 4 pm, Monday 30 August 2021:

- Trade Break up for each house.
- Complete and sign the Tender Form.
- Complete the Schedule of Contractors Details which includes safety management, WH&S Performance, Financial Performance, staff details, subcontractor details, current work commitments, similar projects and time performance and methodology.

All four tenderers satisfactorily completed and submitted all the required information; albeit Horton Constructions and A Jenkins & N Gordon were received late.

### 4.5 Post tender correspondence

A Post Tender phone discussion was held between Geoff Prior of Aecom and Mark Horton of Horton Constructions on 1.45 pm, 6 September 2021. The purpose of this discussion was for Geoff to discuss and reinforce the key aspects of the project with Mark and to document the outcomes in order to reduce the potential for disputes and variation claims during the construction phase. This discussion also provided Mark a final opportunity to clarify any ambiguities in the tender documents.

The key outcomes of this discussion were minuted and sent to Horton Constructions (PTC) 01 on 2.30 pm, 6 August 2021 requesting written confirmation from Mark that he agreed with the outcomes.

A response to PTC 01 was received from Horton Constructions on 3.21 am, 7 September 2021 which confirmed his agreement with the minutes.

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A copy of the post tender correspondence between AECOM and HC is included in Appendix B.

No other post tender discussions or correspondence was undertaken with the other 3 tenderers as it was considered unnecessary for the following reasons: -

- HC submitted a conforming tender
- HC was \$148,336.00 or 15.8% cheaper than the nearest tenderer
- HC had a proved track record working in Mapoon.

## 5.0 Tender evaluation

### 5.1 Tender evaluation criteria

The tender evaluation criteria and weighting included in the conditions of tender are summarised below:

Table 3 Summary of evaluation criteria

Evaluation criteria	Weighting
Relevant company experience	
Type of work	10%
Work in Indigenous Community and Remote Locations Experience	10%
Capacity to carry out the work	
EMS and WH&S	5%
Other	
Contract price	70%
Local employment and training opportunities	5%

These criteria were used as part of the tender assessment process and were entered into the tender evaluation matrix.

### 5.2 Final assessment

The tender assessment panel held an assessment meeting on Wednesday 8 September 2021 in Mapoon and undertook the tender assessment for the four tenders submitted against the criteria outlined in Section 5.1 of this document. Table 4 outlines the aggregate score of each of the tenders. A complete copy of the Tender assessment and evaluation Matrix and the tender summary sheet is included in Appendix C.

Table 4 Summary of final assessment scores

Tenderer	Tender evaluation score	Final Tender price (GST excl)
Horton Constructions	4.98	\$ 939,170.00
Cowie group	4.19	\$1,087,506.00
James Construction Queensland	3.88	\$1,328,270.96
A. Jenkins & N Gordon	3.58	\$ 1,641,116

The tender evaluation panel agreed that, based on the assessment, Horton Constructions (HC) were the preferred tenderer.

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 MASC 2021-006 Construction of 5 New Houses in Mapoon - Substantial Works Package

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The main reasons cited by the tender evaluation panel in support of their decision included:

- **Tender Price:** Horton Constructions (HC) were \$148,336 or 15.8% cheaper than the closest tender from Cowie Group.
- **Local, Relevant Experience:** All four contractors were very experienced in delivering construction projects in remote communities, including Mapoon, and all four scored a five out of five for this category. HC, Cowie and A Jenkins have all built houses in Mapoon and James QLD has built numerous non-residential projects in Mapoon. Due to HC's more recent specific projects in Mapoon including the HACC Centre and the Church, it was considered that HC had a small advantage over Cowie Group. It was also noted that HC had performed well on these Mapoon projects.
- **Local employment and training opportunities.** HC had specifically mentioned the employment of the two local workers in their methodology and had a proven track record employing Mapoon locals.
- The fact that HC had technically submitted a late tender was discussed and it was agreed that given HC produced evidence that confirmed they had submitted a tender prior to the closing date, albeit to the wrong email address, it was considered an honest mistake and not fitting of disqualification.
- It was agreed that all tenderers had excellent local relevant experience, and all had the capability to deliver the new houses. The final selection however came down to the comparatively low price of Horton Constructions tender and the fact that he has successfully delivered other similar projects in Mapoon.

### 5.3 Tender qualifications

The Horton Construction Tender contained one qualification (outlined below) contained in section 15.0 assumptions and departures.

*Freight has been allowed for by road transport, which is the cheaper and preferred option, however the wet season is approaching and if it does stop the road transport, Seaswift will have to be engaged at a variation cost to the Council.*

This arrangement has been in place on other building projects with Horton Constructions. Due to the estimated commencement date of late September 2021, it is anticipated that all materials should be ordered and delivered to site by road, well before the scheduled wet season commences.

### 5.4 Review of budget position

The following table provides a summary of the project budget allocation based on the proposed tender price, contingency and professional fees.

**Table 5 Summary of budget**

Description	Amount
<b>Project costs</b>	
Horton Tender	\$839,170.00
Other building related costs	\$716,526.64
Construction contingency (4.0%)	\$68,227.87
MASC Admin fee (10% of funding)	\$213,903.75
Preliminaries	\$197,726.07
<b>Total project cost</b>	<b>\$2,133,554.32</b>
<b>Funding</b>	<b>\$2,139,037.27</b>
<b>Surplus</b>	<b>\$5,482.95</b>

13-Sep-2021  
 Prepared for – Mapoon Aboriginal Shire Council – ABFC 15 993 924 708

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## 6.0 Reference & financial checks

### 6.1 Reference checks

Due to HC's history of construction work in Mapoon, reference checks were not considered necessary.

### 6.2 Financial checks

The information provided by HC in response to Section 6 -Financial Performance in the Schedule of Contractor Details did not indicate any issues with HC's financial status. Because of this, and because HC is well known to Council, no further financial checks were undertaken.

## 7.0 Summary and conclusions

### 7.1 Recommendation

Based on the information contained in this report, it is recommended that Council should:

- Award Contract MASC2021-006 to Horton Constructions Pty Ltd in the amount of \$939,170 (GST Exclusive) by 28 December 2021. After this, the tender validity period would have lapsed, and further confirmation would be required to confirm any additional cost implications caused by the time elapsed.
- Delegate authority to the Chief Executive Officer in accordance with the Local Government Act 2009 to negotiate, finalise, and execute any, and all matters associated with entering into contracts under this arrangement.

### 7.2 Further correspondence

Once an endorsement has been received from Council, it is recommended that a further post tender correspondence is sent to Horton Constructions to confirm the Date for PC based on the anticipated award date.

# Appendix A

## Tender Advertisement



## **TENDER FOR THE CONSTRUCTION OF 5 NEW BLOCK HOMES IN MAPOON - SUBSTANTIAL WORKS PACKAGE.**

Tenders are sought from suitably qualified and experienced QBCC Licensed Builders to construct the following elements to 5 new homes in Mapoon as one complete contract: -

- Concreting
- Blockwork
- Structural steel
- Colorbond roof sheeting, fascia, and gutter
- Ceiling and roof insulation
- All internal and external carpentry works
- Aluminum windows and doors

Documents are available by sending a request to [calms\\_tenders@aecom.com](mailto:calms_tenders@aecom.com)

Tenders close at 4pm Monday 23 August 2021.

Enquiries are to be directed to Geoff Prior.

**AECOM AUSTRALIA PTY LTD**  
PO Box 5971  
Level 3, 120 Bunda Street  
Cairns QLD 4870  
Tel - 0488 893 886

# Appendix B

## Tender Period Correspondence

**Prior, Geoff [C]**

---

**From:** Horton Constructions Pty Ltd <[hortonconstructions@bigpond.com](mailto:hortonconstructions@bigpond.com)>  
**Sent:** Monday, 9 August 2021, 12:34 PM  
**To:** Prior, Geoff [C]  
**Subject:** [EXTERNAL] RE: Mapoon - 5 New Houses Questions

Geoff,

Are there energy efficiency reports?

Best Regards,  
Mark Horton  
Horton Constructions Pty Ltd  
Mob: 0428 614216  
Email: [hortonconstructions@bigpond.com](mailto:hortonconstructions@bigpond.com)



**MAPOON ABORIGINAL SHIRE COUNCIL  
5 x NEW HOUSES SUBSTANTIAL WORKS TENDER**

**TENDER Addendum #1**

**Dated: 10 AUGUST 2021**

See below a list of clarifications and additional information for inclusion in the abovementioned tender: -

1. Energy Efficiency Reports for the 5 houses are now provided and included in this addendum.
2. Power to the site during construction is by the contractor.
3. Revised Tender Closing date is **Monday 30 August 2021 at 4PM.**

**Prior, Geoff [C]**

---

**From:** Horton Constructions Pty Ltd <hortonconstructions@bigpond.com>  
**Sent:** Tuesday, 7 September 2021 3:21 AM  
**To:** Prior, Geoff [C]  
**Subject:** [EXTERNAL] RE: Mapoon 5 new houses. Post tender discussions

Hi Geoff,

Yes I agree with the below.

Best Regards,

Mark Horton  
Horton Constructions Pty Ltd  
Mob: 0428 614216  
Email: [hortonconstructions@bigpond.com](mailto:hortonconstructions@bigpond.com)



---

**From:** Prior, Geoff [C] <geoff.prior@consultant.aecom.com>  
**Sent:** Monday, 6 September 2021 2:01 PM  
**To:** Horton Constructions Pty Ltd <hortonconstructions@bigpond.com>  
**Subject:** Mapoon 5 new houses. Post tender discussions

Mark

I refer to our discussion today over the phone at approximately 1.45PM where we discussed various aspects of delivering the project if you were to be successful. In order to capture the specific details of that conversation, I thought I would list below the key outcomes agreed by both parties and request that you review these and if you agree, **respond back advising same.**

If you are successful, this email, and your acceptance thereof will form part of the Contract Documents.

1

**KEY OUTCOMES FROM TODAY'S DISCUSSION**

- Your tendered methodology includes Horton Construction undertaking the electrical. This is obviously a typo from the Cultural Centre project methodology and G Prior confirmed that Council will be managing the electrical services for the project.
- You highlighted a discrepancy between the window head heights on the elevations and the door schedule. G Prior confirmed that the door schedule is incorrect on this matter and the window head height of 2100AFFL is correct.
- You queried the Wind Classification of the project due to a discrepancy in the drawings. G Prior confirmed that the wind Classification is C3.
- You noted that a low profile door sill of 10mm as depicted on the door schedule would not comply with a Wind Classification of C3. G Prior advised that a 10mm door sill would therefore not be required and in lieu a compliant door threshold is required. You have allowed for 80mm set down in your price and if successful, we would investigate further and a suitable solution would be provided at no cost to the project.
- You confirmed that you have allowed for Colourbond Ultra roof sheeting of 0.42mm thick. G Prior advised that you must provide a warranty on completion from Blue Scope steel.
- You queried whether security screens are required for both the fixed panel and operable panel of the sliding windows and doors. G Prior advised that security screens (and insect mesh) are required for the operable panel only, as described in the tendered scope of works.
- It was agreed that the knock out blocks required for future air conditioners would be unreinforced and not core filled. Half height blocks would you be used where necessary to make it obvious where these knock out blocks located.
- G Prior asked if you had allowed to supply and install the timber slatted screens in the carports. You confirmed yes.
- You asked who was responsible for rendering the slab edge where the blockwork walls extend over the edge of the slab. G Prior confirmed that rendering is not required by the contractor unless the concrete slab edge finish is bony.
- G Prior asked if you will achieve the 6 month contract duration. You said yes, weather permitting.

If you have any further questions or concerns, please let me know.

Kind Regards

Geoff Prior,  
Consultant  
M +61-0488-093-888  
[geoff.prior@consultant.aecom.com](mailto:geoff.prior@consultant.aecom.com)

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# Appendix C

## Tender Evaluation Matrix and Tender Summary Sheet

**Tender Assessment & Evaluation**

**MASC2021-006 - Magoon 5 New Houses - Substantial Works Project**

Tender For: Magoon 5 New Houses - Substantial Works Project
Contract No.: MASC2021-006
Closing: 30-Aug-21

Criteria	Contract Price	Type of Work	Work in Indigenous Communities and remote location experience	EMS and WH&S	Local Employment and Training Opportunities	Assessor Ratings	Overall Rating
Weighting	70%	10%	10%	5%	5%		
<b>HORTON CONSTRUCTIONS</b>							
Marked score	5.00	5	5	5	4.5	4.9	<b>4.98</b>
Average	5.00	5.00	5.00	5.00	4.50	4.98	
Comment	\$939,170.00						
<b>COWIE GROUP</b>							
Marked score	5.00	5	5	5	4.5	4.9	<b>4.19</b>
Average	5.00	5.00	5.00	5.00	4.50	4.19	
Comment	\$1,087,506.00						
<b>JAMES QUEENSLAND</b>							
Marked score	5.00	4.5	5	5	4.5	5.0	<b>3.88</b>
Average	5.50	4.50	5.00	5.00	4.50	5.00	
Comment	\$1,328,270.96						
<b>A JENKINS &amp; N GORDON</b>							
Marked score	5.00	5	5	5	4.5	5.0	<b>3.58</b>
Average	5.00	5.00	5.00	5.00	4.50	5.00	
Comment	\$1,041,116.00						

**Tender Price (GST Exclusive):**

Tenderer	Tender Price Schedule Comparison Total	Distributed Rating	Actual Price in Tender Price Schedule	Rating
Horton Construction	\$ 939,170.00	5.00	\$ 1,048,287.17	Excellent
Cowie Group	\$ 1,087,506.00	4.28	\$ 1,087,506.00	Very good
James Construction Queensland	\$ 1,328,270.96	3.88	\$ 1,827,635.97	Very good
A JENKINS & N GORDON	\$ 1,041,116.00	3.58	\$ 1,041,116.00	Acceptable

**Tender Assessment Panel:**

Assessor	Name	Company
1	Tom Smith	MASC
2	Elzbie Greenwall	MASC
3	Geoff Prior	Aecom



Mapoon 5 new Houses - Tenders received									
#	Company	Lot 160	161	162	163	164	Total - 5 Houses	Difference to the lowest tender	%
1	Herton Constructions	\$ 185,900.00	\$ 176,000.00	\$ 193,750.00	\$ 186,350.00	\$ 197,170.00	\$ 998,170.00		
2	Cowle Group	\$ 219,404.40	\$ 219,404.40	\$ 214,646.40	\$ 219,404.40	\$ 214,646.40	\$ 1,087,506.00	\$ 148,336.00	15.79437
3	James	\$ 265,333.60	\$ 257,574.07	\$ 267,453.46	\$ 266,614.94	\$ 271,294.89	\$ 1,328,270.96	\$ 389,100.96	41.4303
4	Al Jenkins	\$ 327,592.00	\$ 318,677.00	\$ 323,102.00	\$ 327,592.00	\$ 344,153.00	\$ 1,641,116.00	\$ 701,946.00	74.7411

**7.5 WORKSHOP FLEET REPLACEMENT RECOMMENDATIONS**

**Author:** Tom Smith, Executive of Infrastructure & Works

**Authoriser:** Tim Rose, Acting CEO

**Attachments:**

1. Quote 1
2. Quote 2
3. Quote 3
4. Quote 4
5. Quote 5
6. Quote 6
7. Quote 7
8. Quote 8
9. Quote 9
10. Quote 10

**PURPOSE OF REPORT**

Fleet replacement costs.

**BACKGROUND**

Council approved the replacement of:

- 1 x Tipper Truck
- 1x 4x2 Dual cab
- 1 x 4x4 Dual cab
- 1 x 4x4 dual cab V8 workmate (Rangers)
- 1 x small tipper

**DISCUSSION**

Request For Quotes for all vehicles were advertised on Local Buy (Vendor Panel) and the attached quotes were received.

(See Over)

HEAVY VEHICLES	ISUZU TRUCKS QUOTED PRICE VP259886	HINO TRUCKS QUOTED PRICE VP259886	NISSAN UD QUOTED PRICE VP259886	FUSO TRUCKS QUOTED PRICE VP259886
10 CUBIC METER TIP TRUCK	\$221,916.72	\$235,326.80	\$229,614.00	\$232,782.70
SHORT WHEEL BASE CITY TIPPER	\$54,146.67	\$61,427.23	DID NOT QUOTE	\$61,445.51
TOTAL	\$276,063.39	\$296,754.03	NON COMPLIANT	\$294,228.21
SCORE	1ST	3RD		2ND

LIGHT VEHICLES	JOHN COLE TOYOTA	PACIFIC TOYOTA	MIKE CARNEY TOYOTA
HILUX 4X2 DUAL CAB	\$41,896.07	\$52,159.41	DID NOT QUOTE
HILUX 4X4 DUAL CAB	\$53,147.36	\$62,746.90	DID NOT QUOTE
LANDCRUISER WORKMATE DUAL CAB 4X4	\$75,103.82	\$70,450.00	DID NOT QUOTE
TOTAL	\$170,147.25	\$185,356.31	
SCORE	1ST	2ND	

### RECOMMENDATION

That

1. Council procures the heavy vehicles from ISUZU for a total of \$276,063.39 GST Inc and the small vehicles from John Cole Toyota for a total of \$170,147.25 GST
2. Delegate authority to the Chief Executive Officer in accordance with the Local Government Act 2009 to negotiate, finalise, and execute any and all matters associated with entering into contracts under this arrangement.

 Pacific Toyota  
 221 Mulgrave Road,  
 Cairns, QLD 4870  
 PO Box 911, Cairns QLD  
 07 4062 2331  
 400 854 2752  
 07 4062 2331

# QUOTATION

QUOTATION FOR :	
Mapoon Aboriginal Shire Council Po Box 213 Weipa QLD 4874 E: mapoon.finance@mapoon.qld.gov.au P: 0740625231	DATE : 19/08/2021 QUOTE : 37226 ( ) DEPT : 111 New Toyota Vehicles Fleet REP : Morgan Cochrane STOCK No :
QUOTATION DETAILS	PRICE
<b>MOTOR VEHICLE</b> Hilux 4x2 Workmate 2.4L T Diesel Automatic Double Cab 2L73220 001	\$38,327.27 Factory Option (CB)
<b>ACCESSORIES / OPTIONS</b>	
<b>FACTORY OPTIONS</b>	
Vehicle Colour - Glacier White	No Charge
Vehicle Trim - Black Fabric	No Charge
WM Hi-Rider	No Charge (Factory Fitted Option)
<b>GENUINE ACCESSORIES</b>	
Front Canvas Seat Covers	\$333.22
Rear Canvas Seat Cover	\$314.02
Tow Bar - Long Tongue - with Small Round Plug	\$971.00
Flat Pack Tray Body - 1800mm - Heavy Duty Steel (HDS)	\$3,545.38
<b>DEALER CHARGES</b>	
Complimentary Tank Of Fuel	No Charge
Dealer Delivery	\$1,722.73
<b>TOTAL PRICE (Excl. GST)</b>	<b>\$45,313.60</b>
<b>ON ROAD COSTS</b>	
CTP - RACQ - Trucks, Utilities & Vans up to 4.5t - GST 12Mths (See CTP Policy for GST)	\$416.60
Registration - Business - 4 Cyl	\$457.85
Stamp Duty	\$1,440.00
<b>Total GST</b>	<b>\$4,531.36</b>
<b>TOTAL PAYABLE</b>	<b>\$52,159.41</b>
<b>BALANCE PAYABLE</b>	<b>\$52,159.41</b>



**Model**  
 2019 Hilux 4x4  
 2019 Hilux 4x4  
 2019 Hilux 4x4  
 2019 Hilux 4x4  
 2019 Hilux 4x4

# QUOTATION

QUOTATION FOR :	QUOTE DETAILS
Mapoon Aboriginal Shire Council Po Box 213 Weipa QLD 4874 E: mapoon.finance@mapoon.qld.gov.au P: 0740825231	DATE : 19/08/2021 QUOTE : 37223 [ ] DEPT : 111 New Toyota Vehicles Fleet REP : Morgan Cochrane STOCK No :

QUOTATION DETAILS	PRICE
<b>MOTOR VEHICLE</b>	
Hilux 4x4 Workmate 2.4L T Diesel Automatic Double Cab C/C 2L86080 001	\$42,990.91 Factory Option (CH)
<b>ACCESSORIES / OPTIONS</b>	
<b>FACTORY OPTIONS</b>	
Vehicle Colour - Glacier White	No Charge
Vehicle Trim - Black Fabric	No Charge
WorkMate	No Charge (Factory Fitted Option)
<b>GENUINE ACCESSORIES</b>	
Steel Bull Bar - Commercial	\$2,201.47
Front Canvas Seat Covers	\$333.22
Rear Canvas Seat Cover	\$314.02
Tow Bar - Long Tongue - with Small Round Plug	\$971.00
Flat Pack Tray Body - 1800mm - Heavy Duty Steel (HDS)	\$3,013.07
<b>DEALER CHARGES</b>	
Complimentary Tank Of Fuel	No Charge
Dealer Delivery	\$1,722.73
<b>TOTAL PRICE (Excl. GST)</b>	<u>\$51,546.42</u>
Stamp Duty	\$1,647.00
<b>Total GST</b>	<u>\$5,154.64</u>
<b>TOTAL PAYABLE</b>	<u>\$58,348.06</u>
<b>BALANCE PAYABLE</b>	<u>\$58,348.06</u>

NOTE: This quotation is valid for 7 days upon issuance of manager.

Morgan Cochrane  
 New Sales

\_\_\_\_\_  
 Authorised Manager



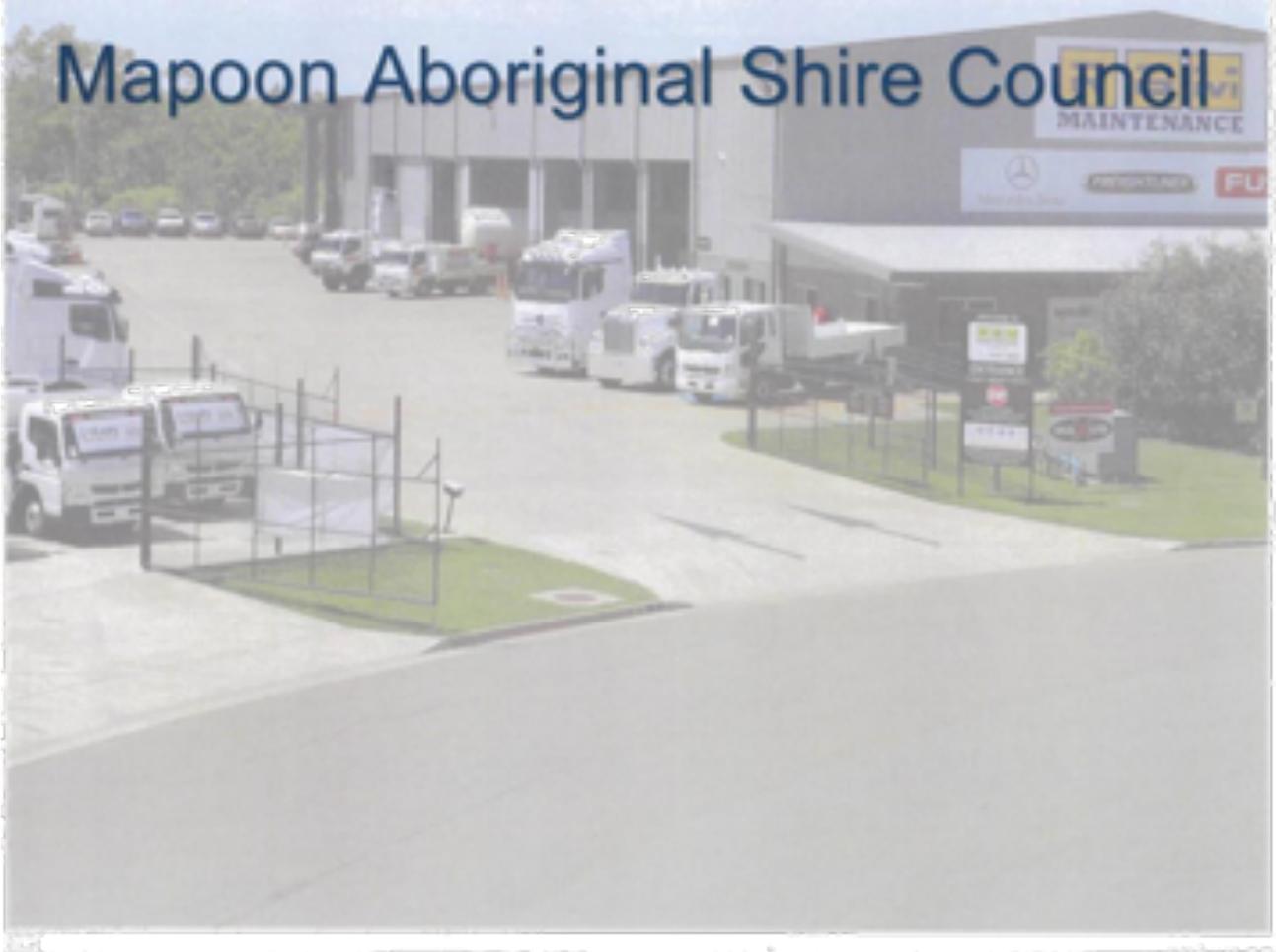








Mapoon Aboriginal Shire Council





RGM Maintenance Pty Ltd  
RGM Ford Street, P.O. Box 2,  
Parramatta, New South Wales  
Phone: 02 9632 7911, 02 9632 7912

6 September 2021

Mapoon Aboriginal Shire Council  
Read Beach Road  
Mapoon  
QLD 4874

Attn: Mick Morris  
Via Local Buy

**Proposal for the purchase of a 4x2 615 City Cab Tipper SWB 6 Sp. DCT (FEA61BR3SFBC) Complete with 2 way Tail Gate, Underbody Tool Box and Water Tank with Soap Dispenser, Tow Bar with wiring, 7 pin plug and 50mm ball, Canvas Seat covers, floor mats, workshop and parts manuals, and servicing requirements.**

Dear Mick,

RGM Maintenance is pleased to provide you with our proposal to supply our new generation 4x2 615 City Cab Tipper SWB 6 Sp. DCT (FEA61BR3SFBC) Complete, Towbar, two way tailgate, plus all other items requested and Canvas Seat Covers tailored for your application.

Our proposal in brief will cover the following points.

1. Model and specification summary
2. Equipment included
3. Vehicle warranty and servicing
4. Total purchase price per vehicle including listed build up items

We look forward to your business being able to experience the outstanding efficiency, reliability and comfort benefits of Fuso Trucks in your operation and further developing our business relationship. Should you have any questions or queries please do not hesitate to give either Bill Lauder or myself a call.

Regards  
Dave Ward  
Truck Specialist  
Licenced Dealer 3722427  
Mobile: 0419 791 501  
Phone: 02 4050 7500  
[davidw@rgmmaintenance.com.au](mailto:davidw@rgmmaintenance.com.au)  
[www.rgmmaintenance.com.au](http://www.rgmmaintenance.com.au)



# FUSO CANTER

THE FIRST LIGHT  
DUTY TRUCK WITH  
SAFETY FIRST



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OUR SAFEST CANTER EVER WITH AEB, LWD AND ESP STANDARD  
ONLY JAPANESE FACTORY TIPPER WITH A LIMITED SLIP DIFFERENTIAL.



Mercedes-Benz



RCM Maintenance Pty Ltd  
 Authorised Mercedes-Benz, Freightliner &  
 Fuso Dealer and PACCAR  
 2020-21 08 0025 491, 08 0025 494

**1. Model and specification summary**

Model	FEA518R35F8C
Application type	Tipper
Weight	4,500kg GVM / 6,000kg GCM – Car License
Engine Output	110 kW (150hp), 370Nm @ 1350-2540 Rpm
Emission Standard	Euro V
Cab	Single
Wheelbase	2500 mm
Suspension	Spring suspension
Wheels	7, Steel Single Flange Wheels in Spare
Tyres	225/60R16
Paint	White – Standard Trim
Fuel Tank Capacity	100 litres

**2. Equipment Included**

<b>Powertrain</b>	
Engine	Mitsubishi FUSO 4P10-T4 Diesel Turbo Intercooled 4 Cylinder In-Line DOHC 4 valve
Engine Power	110 kW (150 Hp) @ 2,540 - 3500 RPM
Engine Torque	370Nm @ 1350-2540 Rpm
Engine Emission	ADR 80/03 – Euro 5
Fuel System	Direct Common Rail Direct Injection – Piezo Technology Injectors
Transmission	5 Speed Dual Clutch with Auto and Manual Modes
Front Axle	Reverse E-Steer™ Drive
Front Axle Rating	2,600 Kg
Steering	Integral Ball & Nut Type – Steering Column Tilt Telescopic adjustable
Rear Axle	Full Floating Banjo Type with Positive Locking Limited Slip Differential (LSD)
Rear Axle Rating	4,500 KG
Rear Suspension	Steel Suspension – Semi-Elliptic Leaf with Stabiliser Bar & Double Acting Shock Absorbers



RCM Maintenance Pty Ltd  
 100-110 South Street, Port Elizabeth  
 6001  
 Tel: 08 0025 491, 08 0025 494  
 Fax: 08 0025 495  
[www.rcm.co.za](http://www.rcm.co.za)





**RGM Maintenance Pty Ltd**  
 200/201 Newcastle Street, Brisbane QLD  
 Australia, Queensland 4000  
 Phone: 07 3250 2000, 07 3250 2002

**Cabin**

<b>Cab Type:</b>	All Steel Manual DR
<b>Seat Driver/ Passenger:</b>	Suspended with Weight adjustment, LH Arm rest & Lumbar Support; Passenger Flat Folding 2 passenger
<b>Mirrors:</b>	1 x Internal rear, 2 x external (Convex) - Heated
<b> Multimedia Package:</b>	Radio with Satellite navigation and three years of updates
<b>Climate:</b>	Air conditioned/ Heater/ Demister
<b>Storage:</b>	Dual Overhead Storage Pockets, In-Dash Console Document Storage, Door Storage Pockets, Dash Storage Tray (1 DIN) and Coat Hooks

**Included as Part of Delivery:**

RGM Completes Pre-Delivery Floor Metal Detail Truck  
 1<sup>st</sup> Service, 3 Months/ 5000kms Completely Free of any Fuso Service Agent, Includes oil, Parts & labor

**Additional Customer Requirements:**

- Two Way Tailgate
- Tow Bar
- Canvas Seat covers
- Underbody Toolbox and Water Tank with Soap Dispenser
- Workshop and Parts manuals and service parts and accessories

**3. Vehicle warranty and servicing**

To ensure a continued high level of support, all new Fuso Trucks include the following standard manufacturer's warranty:

Warranty Cab Chassis	5 Years/200,000kms
Cab Corrosion	5 Years
Service Intervals	30,000 Km or 12 Months



RGM Maintenance Pty Ltd  
 200/201 Newcastle Street, Brisbane QLD  
 Australia, Queensland 4000  
 Phone: 07 3250 2000, 07 3250 2002  
[www.rgm.com.au](http://www.rgm.com.au)



RGM Maintenance Pty Ltd  
 833 Great North Road, Northcote  
 Auckland, New Zealand  
 Phone: 09 308 6600, Fax: 09 308 6601

**4. Total purchase price per vehicle including listed build up items**

**Canter S15 Tipper AMT**

Purchase price excluding GST	\$	40,215.41
Total Parts and Accessories	\$	6,644.14
GST Amount	\$	5,585.96
Truck Price Inc GST	\$	61,445.51
Registration Costs	\$	
Stamp Duty (Exempt)	\$	
CTP Insurance	\$	416.60
Registration	\$	328.85
Fuso Drive Away Price	\$	62,190.96

Please follow link for Specification Sheet

<https://dealeratstamart.com.au/fuso/app/brochure.cfm?dealer=37721340&modelCode=FEA61BR35F>

**CANTER SAFETY PACK**

The first light duty truck with **safety first**



Trade  
 Sales  
 Finance  
 Leasing  
 Fleet  
 Insurance  
 Tyres  
 Spares  
 Repairs  
 833 Great North Road, Northcote  
 Auckland, New Zealand  
 Phone: 09 308 6600, Fax: 09 308 6601  
[www.rgm.co.nz](http://www.rgm.co.nz)





**Pacific Hino**  
 36 Buchan St, Palmville, QLD 4870  
 T: (07) 4032 4777 F: (07) 4032 3848  
 E: [info@pacifichino.com.au](mailto:info@pacifichino.com.au)  
 W: [pacifichino.com.au](http://pacifichino.com.au)  
 Service Australia Centre Pty Ltd  
 ABN: 923048714 AOC: 1000014 MC: 07004

# QUOTATION

QUOTATION FOR :	QUOTE DETAILS
Mapoon Aboriginal Shire Council Po Box 213 Weipa QLD 4874 E: <a href="mailto:mapoon.finance@mapoon.qld.gov.au">mapoon.finance@mapoon.qld.gov.au</a> P: 0740825231	DATE : 09/09/2021 QUOTE : 38284 ( ) DEPT : 310 New Hino Vehicles Retail REP : Mike Grant STOCK No :
QUOTATION DETAILS	PRICE
<b>MOTOR VEHICLE</b> 2021 Hino 700 FS 2846 Automated Manual Leaf 4275 (FS1ELKA-FSAPEAC) Dealer Discount	\$206,769.45 \$51,692.36-
<b>ACCESSORIES / OPTIONS</b>	
<b>FACTORY OPTIONS</b> Vehicle Trim - Standard Trim	No Charge
<b>NON-GENUINE ACCESSORIES</b> 3 sets of keys & remotes Canvas seat covers Extended warranty Floor mats One year Hino Australia service portal subscription PTO switch & programme RV Fabrication quote as per 2382 Set of filters	\$1,150.00 \$390.00 \$6,200.00 \$250.00 \$1,200.00 \$340.00 \$46,136.36 \$380.00
<b>DEALER CHARGES</b> Dealer Delivery	\$2,810.00
<b>TOTAL PRICE (Excl. GST)</b>	\$213,933.45
<b>Total GST</b>	\$21,393.35
<b>TOTAL PAYABLE</b>	\$235,326.80
<b>BALANCE PAYABLE</b>	\$235,326.80

\*NOTE - This quotation is valid for 7 days upon signature of manager.

\_\_\_\_\_  
 Mike Grant  
 Hino Sales

\_\_\_\_\_  
 Authorised Manager



## Tony Ireland Isuzu

36 Duckworth Street, Garbutt, QLD, 4814  
 PO Box 8299, Garbutt, QLD, 4814  
 www.tonyirelandisuzu.com.au  
 Dealer Licence : # 3726088



## ISUZU TRUCKS

AP Townsville Pty Ltd trading as Tony Ireland Isuzu 12 600 379 927

Ph : 07 4726 7788  
 Fax: 07 4726 7788

customercare@tonyireland.com.au

September 08, 2021  
 Quote#: Q9803\*3

PSR#: 516485

Mapeen Aboriginal Shire council  
 Red Beach Road  
 Mapeen Qld 4874

Dear ,

Thank you for your recent new vehicle enquiry. We have pleasure in submitting the following quotation for your consideration.

### ISUZU FXZ 240-350 AUTO MWB 9.8L TD 6Spd Auto C/C

Model: FB FXZJLL18

<b>VEHICLE PRICE</b>	205,953.64
10m3 Tipper body	32,175.00
Hydraulic Hose Burst Valve	536.00
Trailer Air/Elec controls	2,118.60
Trailer Air brake Control	1,899.00
50mm ringfeeder	2,953.00
Trailer ABS Connector	561.00
Allison Auto Hot Shift PTO	1,500.00
Filter Kit	250.00
450mm Underbody Toolbox	695.00
60L Water Tank	395.00
3rd Key and Remote	250.00
Canvas Seat Covers	395.00
Rubber Floor Mats	125.00
5yr Warranty	NO CHARGE
60Lr Underbody Water Tank	423.50
Underbody Tool Box 900x600x600	808.50
Rubber Floor Mats Front	125.00
Canvas Seat Covers Single Cab	395.00
Steel Bull Bar FV FX Series	4,008.00
TX 4500 UHF Radio	1,034.00
Window Tint Single Cab	395.00
Discount	59,720.86 -
Dealer Delivery	2,950.00

**Sub-Total Subject to GST** 200,024.38

Registration Fee 673.50  
 Compulsory Third Party 1,216.40  
 GST 20,002.44

**Vehicle Total Including GST** 221,916.72

**LESS SETTLEMENT**

**Total Amount Payable** 221,916.72

All prices quoted are current at time of quoting and include GST/LCT where applicable.

Should you have any other queries or require further information please do not hesitate to contact me.

Yours sincerely,

Ben Lawrence  
Dealer Principal



**Tony Ireland Isuzu**

36 Duckworth Street, Garbutt, QLD, 4814  
 PO Box 8299, Garbutt, QLD, 4814  
 www.tonyirelandisuzu.com.au  
 Dealer Licence : # 3726088



**ISUZU  
TRUCKS**

AP Townsville Pty Ltd trading as Tony Ireland Isuzu 12 600 379 927

Ph : 07 4726 7788  
 Fax: 07 4726 7788  
 customercare@tonyireland.com.au

September 08, 2021  
 Quote#: Q10304\*2

PSR#: 516485

Mapeen Aboriginal Shire council  
 Red Beach Road  
 Mapeen Qld 4874

Dear ,

Thank you for your recent new vehicle enquiry. We have pleasure in submitting the following quotation for your consideration.

**ISUZU NPR 4555-155 Tipper 5.2L Turbo Diesel 6Spd Manual**

MY18 Model.NH.NPRBB-A18

<b>VEHICLE PRICE</b>	66,347.27
3500kg Rated Towbar	980.00
Underbody 450mm Toolbox	685.00
23l Water Tank On Headboard	385.00
Canvas Seat Covers	385.00
HD Rubber Floor Mats	125.00
3rd Key and Remote	220.00
Filter Set- Air x 2, Fuel x 2, Oil Filter	NO CHARGE
5yrs Factory Warranty	NO CHARGE
Discount	22,557.98 -
Dealer Delivery	1,950.00
<b>Sub-Total Subject to GST</b>	<b>48,549.29</b>
Registration Fee	325.85
Compulsory Third Party	416.60
GST	4,854.93
STAMP DUTY	At Cost
<b>Vehicle Total Including GST</b>	<b>54,146.67</b>
<b>LESS SETTLEMENT</b>	
<b>Total Amount Payable</b>	<b>54,146.67</b>

All prices quoted are current at time of quoting and include GST/LCT where applicable.

Should you have any other queries or require further information please do not hesitate to contact me.

Yours sincerely,

Ben Lawrence  
 Dealer Principal



In Progress

Date 1/09/2021  
Quote No. TL2021000139  
Version 01

Mapoon Aboriginal Shire Council Ref: MJM 2 2021

One (1) 10 cubic meter Tipper

UD CW26390LAL 6x4 Spring Suspension Steel Tipper/Water Truck



*Picture for illustration purposes only*

**Quote For**  
Mapoon Shire Council

**By**  
Tony Le-Galloudec  
Western Truck Group Cairns



In Progress

Date 1/09/2021  
Quote No. TL2021000139  
Version 01  
Your ref.

Mapoon Aboriginal Shire Council  
Red Beach Road  
Mapoon  
Qld 4874

Thank you for your enquiry reference: MJM 2 2021 (VP259886)

**1 of 2021 UD CW26399LAL Spring Suspension Steel Tipper/Water Truck**

Please find enclosed my quotation and I trust the specification reflects accurately your current vehicle requirements and will assist you in your decision-making process.

Yours sincerely

Tony Le-Galloudec  
Western Truck Group Cairns  
Ph: 0438 613 589  
Email: [tony.le-galloudec@wtg.com.au](mailto:tony.le-galloudec@wtg.com.au)



In Progress

Date 1/09/2021  
Quote No. TL2021000139  
Version 01  
Your ref.

## Quote

Please find our quotation for a new UD Truck as per enclosed Technical Specification.

**1 of UD CW26390LAL 6x4 Spring Suspension Steel Tipper/Water Truck**

### Truck Use

Gross Vehicle Mass: GCM: 26,000Kg  
Gross Combination Mass GCM: 50,000Kg

### Core Components

GH11 Engine: 10,837Ltr, 390hp/1,750nm (1,290ftlb) 287kw  
ESCOT-VI 12 Speed Automated Transmission (Overdrive)  
4 Stage Exhaust & Engine Compression Braking  
Single Reduction Tandem Axles  
Rear Axle Ratio 4.50  
Disc Brakes Front & Rear with EBS & ABS  
Power Divider, Traction Control & Cross locks

### Chassis

Wheelbase 3,700mm  
Front Parabolic Leaf Spring (stiffer than normal)  
Rear Leaf Spring Suspension  
400 Litre LHS Rectangular Aluminium Fuel Tank 620mm High

### Rims and Tyres

Steer Tyre 295/80R22.5  
Bridgestone R150Z  
Steel Rims  
Drive Tyre 11R22.5  
Bridgestone M711AZ  
Bridgestone Brand  
Spare Rim/Tyre Same As Front



## In Progress

Date 1/09/2021  
Quote No. TL2021000139  
Version 01

### Powertrain Equipment

Rear Engine PTO With Direct DIN Mounting (Operates independently from Transmission)  
Without Transmission PTO

### Cab Interior

Steering wheel material - standard  
Integrated Drivers Seat Belt  
With Auxiliary Passenger Seat  
Vinyl Floor Material

### Cab Exterior

Wiring Prep Kit for Roof Warning Lamps  
Without Bumper Spoiler  
Sleeper Cab  
Polar White  
With Fixed Rear Window Back of Cab  
Without Auxiliary Side Windows  
Front Close View Mirror  
Without Aerodynamic Roof Spoiler  
Standard Grill

### Safety Features

Lane Departure Warning System  
Without Driver Alert Sensing System  
Traffic Eye Brake (Emergency Braking) & Traffic Eye Cruise  
Adaptive Cruise Control  
Driver SRS Air Bag

### Telematic Services

Telematics Gateway with 4G/LTE & WLAN  
Fuel & Environment-1 Year Prepaid  
Positioning Service-1 Year Prepaid  
Without High Frequency Positioning Service



## In Progress

Date 1/09/2021  
Quote No. TL2021000139  
Version 01

Cab chassis "Local Buy Price"	\$ 152,065.00
Predelivery	\$ 1,000.00
Detail	\$ 1,000.00
Axle Correction & Wheel Alignment	\$ 1,500.00
Transport to Cairns	\$ 2,500.00
Program Rear Engine PTO	\$ 1,500.00
Canvas Seat Covers	\$ 360.00
Window Tint	\$ 345.00
Driver's Rubber Floor Mats	\$ 240.00
GME TX4500S UHF	\$ 1,100.00
Triangles	\$ 60.00

Shephard 12m3 Hardox Steel Tipping Body with Front Mount Hoist "Refer quote: MT2737"  
6mm Hardox Floor, 5mm Sides  
Rope Rails to Sides with Ladder  
2 Way Steel Tailgate  
Ringleader Hook Up with Air & Electrics to Rear  
Hydraulics to Rear for Tipping Dog Trailer or Hydraulic Driven Water Pump Operation  
Rear Engine Mounted PTO with Filtered Return for Hydraulic Driven Water Pump Operation  
5 x Water Tank Control Switches with Nitro Air Fittings to Rear  
Water Tank Hold Down Points "As required"  
Toolbox  
80 Liter Water Tank with Soap Dispenser "Should space permit"  
2 x LED Roof Mounted Amber Beacons

Refer Shephard quotation MT2737 "Subject to attached terms & conditions" \$ 47,070.00

NOTE: Rear Engine PTO is ideal for operating – hydraulic driven water pump  
Both hoist & water pump can be operated, whilst truck is in motion, without the need to stop to engage PTO

**Vehicle Sales Price** \$ 208,740.00

**Total GST** \$ 20,874.00

**Total Price** \$ 229,614.00

Plus on road cost

**Delivery to Magoor:** "No included in above price"

Fuel \$ 650.00

Accommodation \$ 500.00

Transfers \$ 250.00

Air Fare \$ 500.00

**Subtotal** \$ 1,908.00



In Progress

Date 1/09/2021  
 Quote No. TL12021000139  
 Version 01

**Optional Extra Equipment "Not included in above price"**

Alloy bull bar with center tow pin (Plus 100Kg)	\$ 5,300.00 + GST
Sun visor "As shown"	\$ 850.00 + GST
Windscreen Stone Guard	\$ 650.00 + GST
Manual pull out retractable tarp	\$ 3,175.00 + GST
Spare wheel mounted to truck "Should space permit"	\$ 1,050.00 + GST
Extended Warranty "UD Five-year Extended Protection Plan"	\$ 3,000.00 + GST
Access to Manuals via online internet login	\$ 1,200.00 + GST
Complete set of all filters	\$ 750.00 + GST
Locking caps with 3 sets of keys with <u>single remote</u> "Standard equipment"	Included

Above prices are based on items being ordered at same time as vehicle

**Estimated Delivery:** Currently 12 months from date of order placement  
 However, we advise council to inquire for more accurate delivery date at time of order placement



**In Progress**

Date 1/09/2021  
Quote No. TL2021000139  
Version 01

Confirmation of Price and Specification for the supply of:

**1 of 2021 UD Model CW26390LAL Steel Tipper/Water Truck**

Please find attached our order acknowledgement detailing the vehicle specification and package as agreed between us.

Once you are satisfied that this accurately reflects your requirements please authorize the information below.

On receipt of this we shall then be able to process your order with Volvo Group Australia and the appropriate sub-contractors.

**Ordered in accordance with WTG Trading Terms & Conditions:-**

Ordered by (Name): \_\_\_\_\_ Title: \_\_\_\_\_

For & on the Behalf of: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**On behalf of WTG Cairns**

Accepted by (name): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Yours Sincerely

Tony Le-Galloudec



## In Progress

Date 1/09/2021  
Quote No. TL2021000139  
Version 01

Western Truck Group Pty Limited ABN 31 624 305 353 - Terms and Conditions governing the supply of goods of services by WTG

### 1. Definitions

"Customer" means the entity which WTG has agreed to supply good and services, identified as such in any applicable WTG document. "Customer's Property" means property of the Customer delivered to WTG for the performance by WTG of Services. "WTG" means Western Truck Group Pty Limited (ABN 31 624 305 353 ACN 625 305 353) "Goods" and "Services" respectively mean all goods (including goods supplied in connection with the provision of Services) and all services which WTG agrees to provide to the Customer.

### 2. Precedence of terms and conditions

Unless otherwise expressly agreed by WTG in writing, every supply of Goods and Services to the Customer by WTG is subject to these terms and conditions and to the matters specified in writing either on the face of this document or in any attached or associated documents. No additions or alterations shall be of any effect unless expressly agreed by WTG in writing.

### 3. Price

WTG shall be entitled to vary the price of any Goods or Services at any time prior to delivery or completion if the cost to WTG of performing its obligations is increased or reduced by any new or amended legislation, regulation, order, directive, by-law, licence or approval or by reason of fluctuations in currency value or by any rise or fall in the amounts payable for labour, changes in the amount charged to WTG by its suppliers or by any cause beyond the direct control of WTG. No such reasonable variation shall entitle the Customer to cancel an order.

### 4. Quotation for services

Where a price quoted by WTG for Services is specified to be an estimate, the Customer shall pay WTG the amount claimed by WTG upon completion of the Services which amount may vary from the estimated amount and which amount shall be based upon the actual work done and materials supplied by or on behalf of WTG. Where the Customer has requested WTG to prepare a quotation for the provision of the Services which requires WTG to perform disassembly of the Customer's Property and the Customer does not accept the quotation, the Customer shall be responsible for all the labour and associated costs and charges incurred by WTG in preparing the quotation. The Customer's Property will not be reassembled following rejection of a quotation unless the Customer requests WTG to do so and agrees to pay WTG's charges for such re-assembly.

### 5. Additional work

Where the Customer had requested WTG to provide Services, the Customer also authorises such additional services and tests as may be necessary in connection with the Services and agrees to pay WTG's charges for the additional services.

### 6. Payment

The time specified by WTG for payment is of the essence. If the Customer fails to make any payment by a due date, WTG shall (without prejudice to any other remedy) be entitled:

**6.1** to be paid interest by the Customer at a rate two per centum per annum higher than the rate charged from time to time by WTG's bank on an overdraft in excess of \$100,000, such interest to be charged daily, to be compounded every calendar month upon the amount then owing and to be payable on demand (a letter from WTG's bank specifying the interest rates applicable shall be conclusive proof of such rates); and

**6.2** suspend the performance and delivery of all Services and Goods until all outstanding payments are made and to adjust the amount payable by the customer to compensate WTG for any extra expense or loss thereby incurred including (without limitation) all reasonably



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incurred legal, collection agency and other costs.

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### 7. Time for performance

Dates for delivery of Goods or performance of Services are estimates only and WTG shall not be liable for any delay howsoever arising.

### 8. Specification may vary

WTG reserves the right to make any changes to the Goods found necessary due to unavailability of Goods or which WTG reasonably considers would improve the Goods. Specifications including (without limitation) performance, dimensions and weight are approximate only and WTG shall not be liable for any error or inaccuracy in the specifications provided. The Customer acknowledges that WTG may subcontract the performance of Services.

### 9. Delivery

**9.1** Delivery of Goods and return of Customer's Property shall be at WTG's premises unless otherwise agreed. Upon request by the Customer, WTG may agree to dispatch Goods or Customer's Property to the Customer carriage paid in which case the Goods or Customer's Property shall be at the Customer's risk from the time of dispatch and WTG may invoice the Customer for all costs thereby incurred.

**9.2** The Customer must immediately notify WTG in writing if Goods or Customer's Property is not received within seven days of receipt by the Customer of WTG's delivery advice or invoice. Unless the Customer notifies WTG of any shortage within 5 days of receipt by the Customer of the Goods or Customer's Property, complete delivery will be deemed to have occurred.

**9.3** If, as a result of any action or inaction of the Customer, Goods or Customer's Property is not collected or dispatched from WTG's premises within 7 days after WTG notifies the Customer that the Goods or Customer's Property is ready, WTG shall then be entitled to full payment notwithstanding any other payment terms agreed and WTG shall further be entitled to charge the Customer for storage of the Goods or Customer's Property until such time as the Goods are delivered to the Customer.

**9.4** Acceptance by WTG of the Customer's Property for repair or other treatment in New South Wales is subject to the Disposal of Uncollected Goods Act (NSW) and in Queensland is subject to the Disposal of Uncollected Goods Act 1967 (QLD) ("the Relevant Acts"), each of which confers on WTG a right to sell the Customer's Property exercisable in certain circumstances after an interval of not less than 6 months after the date on which the Customer's Property is ready for re-delivery. Where the Customer's Property is left at WTG's premises in New South Wales or Queensland by the Customer, the Customer acknowledges having read the notice displayed at those premises pursuant to the Relevant Act. The Customer's address for service of notices pursuant to the Relevant Acts is as specified on the face of this document or in any attached or associated documents. The powers conferred on WTG by the Relevant Acts are in addition to any other rights WTG may have.

**9.5** If the Customer's Property is left with WTG in other states or Territories, the Customer grants a lien over such Customer's Property to WTG for the value of all Goods and Services provided by WTG. If the Customer fails to pay the amount due to WTG, the Customer authorises WTG to sell the Customer's Property by public auction after an interval of not less than 2 months from the date the Customer's Property is ready for re-delivery or collection and the Customer authorises WTG to satisfy all amounts due to WTG by the Customer and the costs of storage, transport, auction and sale from the proceeds of sale.

### 10. Responsibility for Customer's Property

The customer's Property shall be the Customer's risk while in WTG's possession for the provision of Service and WTG shall not be liable for any loss or damage to the Customer's Property (including contents and attachments) whether arising from breach of contract, negligence or otherwise howsoever. Where the Customer's Property forms part of or is attached to a vehicle, the vehicle may be driven on public roads at the Customer's risk for the purpose of testing or otherwise in connection within the provision of the Services.



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#### 11. Returns, cancellation or suspension of orders

Other than where the Customer has a statutory right to rescind an order which right can not be excluded by agreement, the Customer is not entitled to cancel or suspend any order unless WTG agrees in writing and subject to any conditions imposed by WTG with respect to compensation of costs and lost profit or otherwise. WTG agrees may in its discretion agree to accept the return of Goods, subject to the Following conditions-

(a) the Customer must request WTG to accept the return within 30 days of invoice by written notice accurately identifying the Goods by invoice number and date; (b) the Goods must be promptly returned to WTG at the Customer's expense in original unmarked condition and in the same undamaged packing material and with all documentation such as instruction sheets (Goods which are rejected by WTG will be reshipped to the Customer at the Customer's risk and expense); (c) the returned Goods shall be at the Customer's risk until received by WTG; and (d) the credit granted by WTG to the Customer for the return of the goods shall be equivalent to the amount paid payable for the goods by the Customer less 10% for handling.

#### 12. Property in Goods

12.1 WTG remains the owner of all Goods delivered to the Customer until payment in full of all amounts due and payable by the Customer to WTG, whether for the Goods or otherwise. Without limiting the foregoing, where WTG had agreed to provide Goods to the Customer in instalments, property shall not pass in any instalment of the Goods until payment has been made to WTG for all instalments of the Goods. Until all payments have been made to WTG, the Customer holds the Goods as bailee for WTG and shall safely and securely store the Goods. The Customer shall do all things necessary to ensure that the Goods can be separately identified at all times.

12.2 Risk shall pass to the Customer upon delivery of the Goods notwithstanding that WTG retains ownership until full payment. The Customer must effect and maintain insurance against all insurable risks to the Goods until such time as the property passes to the Customer.

12.3 Notwithstanding the provisions of this clause 12, the Customer may sell Goods New Goods to a third party in the ordinary course of business and deliver them to that third party however that:

(a) if the Customer is paid by the third party, the Customer holds the whole of the proceeds of the sale on the trust for WTG and shall not mingle any of the proceeds of the sale with other money and shall ensure that all such receipts are kept separate and identifiable. Immediately upon receipt of the proceeds of sale, the Customer shall remit from the proceeds received an amount equal to the amount owing by the Customer to WTG; or

(b) if the Customer is not paid by the third party, the Customer agrees, at WTG's option, to assign the Customer's claim against the third party to WTG upon written request by WTG. For the purpose of giving effect to this clause, the Customer irrevocably appoints WTG as its attorney.

12.4 If the Customer is insolvent or commits an act of bankruptcy or is or states that it is unable to pay debts or an order is made or an application for an order is lodged or a meeting is convened for the appointment of an administrator, receiver, manager or liquidator or payment is not made on or before a due date, then immediately upon request by WTG the Customer shall deliver up all Goods WTG failing which WTG by its servants and agents is hereby irrevocably authorised at any time to enter the place where the Goods are located and to remove the Goods regardless of whether the Goods have become fixed to any place, vehicle, vessel or thing and for this purpose WTG is appointed the Customer's agent. The Customer shall indemnify WTG and keep WTG indemnified against all costs incurred by WTG and all claims made against WTG arising from such removal.

12.5 If WTG replaces any part of the Customer's Property during the performance of Services or agrees to replace any goods or part thereof then the replaced items shall become the property of WTG unless otherwise expressly agreed in writing.

#### 13. Warranty & liability

13.1 Goods supplied by WTG are subject only to the then applicable manufacturer's written warranty, details of which have been provided to the Customer and, except to the extent prohibited by law, all other warranties with the respect to Goods are hereby excluded.



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**13.2** In case of the Services which comprise the supply of both labour and materials –

(a) the materials component is subject only to the then applicable manufacturer's written warranty, details of which have been provided to the Customer and, except to the extent prohibited by law, all other warranties are hereby excluded; and

(b) the labour component is warranted by WTG to be free from defects for the same duration and subject to the same terms and conditions as the then applicable manufacturer's written warranty applying to the materials, details of which have been provided to the Customer .

**13.3** In the case of Services performed on WTG's behalf by a sub-contractor those Services are subject only to the applicable sub-contractor's warranty, details of which have been provided to the Customer and, except to the extent prohibited by law, all other warranties with respect to those Services are hereby excluded.

**13.4** In the case of Services which comprises the supply of the labour only, the Services are warranted to be free from defects for a period of 6 months from the date of completion of the Services and except to the extent prohibited by law, all other warranties with respect to Services are hereby excluded. This warranty is conditional upon the Customer providing WTG with written notice of any claim pursuant to the warranty within the warranty period, the delivery at the Customer's expense of the components to WTG at an address nominated by WTG and WTG being satisfied that the Services supplied by WTG were defective. WTG's liability under this warranty shall be limited to the supply of any labour or materials necessary to make good the defect.

**13.5** Where WTG is liable to the Customer (notwithstanding the other provisions of clause

**13.6** whether for the breach of contract, negligence or otherwise;

(a) in the case of a liability of WTG arising in connection with the supply of Goods, the liability of WTG shall, at WTG's option, be limited to the replacement of the Goods, the supply of equivalent goods, the repair of the Goods, payment of the cost of replacing the Goods, payment of the cost of acquiring equivalent goods or payment of the cost of repairing the Goods; and

(b) in the case of a liability of WTG arising in connection with the provision of Services, the liability of WTG shall, at WTG's option, be limited to the supply of the Services again or payment of the cost of supplying the Services again.

**13.7** In no circumstances will WTG be liable for special, indirect or consequential loss of any kind and howsoever occurring, including without limitation, loss of profits, loss of revenue or loss of opportunity.

## 14. Additional terms

**14.1** The Customer shall comply with all instructions provided in connection with Goods or Services. If the Customer has any uncertainty regarding instructions or the use of Goods, the Customer should promptly seek advice from WTG.

**14.2** The Customer acknowledges that it has not been induced to enter into this agreement by any representation made by or on behalf of WTG. The Customer has not relied on WTG's skill and judgement and the Customer has satisfied itself that the Goods or Services are suitable for the Customer's purposes.

**14.3** If any provision or part of a provision of this agreement is enforceable, such unenforceability shall not effect any other part of that provision or any other provision. All rights, immunities and limitations of liability in these terms and conditions shall continue to have full force and effect in all circumstances and notwithstanding any breach of contract or negligence by WTG or any other person entitled to rely on same.

**14.4** Rights shall not be prejudiced or restricted by any indulgence or forbearance. No waiver in respect of a breach shall operate as a waiver in respect of any other breach.

**14.5** This agreement shall be governed by the law applicable at WTG's place of business identified on the face of this document or in any attached or associated document.

## WTG Terms and Conditions for Parts Invoices

**15. Terms 30 day** from EOM to approved accounts only, otherwise strictly COD. Goods are sold EX Store and a freight and packaging charge will be invoiced where applicable. Title of goods covered by this invoice does not pass until the invoice is paid in full. Goods will not be accepted for credit without



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prior approval and Invoice number must be quoted. Returns must be in original packaging and undamaged. Any returns after 14 days will incur 10% restocking fee. After 28 days returns will only be accepted at WTG discretion. Special orders cannot be returned... Core returns must be assembled and free of any contamination to be accepted by WTG.



John Cole Toyota  
 1187 Cole Hwy (ind)  
 (St Ivel) (Wend)  
 Arnhem - 4825, 4882  
 PO Box 103 Arnhem - 4825, 4882  
 T: 07 4000 1000  
 F: 07 4000 1000  
 E: cartrade@jcoletoyota.com.au  
 W: jcoletoyota.com.au  
 ACC: 51 811 0000  
 ABL: 40 729 941 200  
 ABL: 40 744 200  
 ABL: 40 744 200  
 ABL: 40 744 200

# QUOTATION

QUOTATION FOR :	
Mapoon Aboriginal Council Red Beach Rd Mapoon QLD 4874 E: workshop@mapoon.qld.gov.au P: 0740909185	DATE : 18/09/2021 QUOTE : 48777 ( 1) CUSTOMER : 21080 DEPT : 110 New Toyota Sales - Atherton REP : Alexander Garth STOCK No :
QUOTATION DETAILS	PRICE
<b>MOTOR VEHICLE</b>	
Hilux 4x2 Workmate 2.4L T Diesel Manual Double Cab 2U82120 001	\$37,086.36 Factory Option (DE)
Approved Govt	\$6,675.54-
<b>ACCESSORIES / OPTIONS</b>	
<b>FACTORY OPTIONS</b>	
Vehicle Colour - Glacier White	No Charge
Vehicle Trim - Black Fabric	No Charge
WorkMate Hi-Rider	No Charge (Factory Fitted Option)
<b>GENUINE ACCESSORIES</b>	
Front Canvas Seat Covers	\$330.25
Rear Canvas Seat Cover	\$309.52
Tow Bar - Long Tongue - with Small Round Plug	\$956.78
<b>NON-GENUINE ACCESSORIES</b>	
RV Fabrications Tray Steel floor, Solid colour paint	\$4,660.50
<b>DEALER CHARGES</b>	
Dealer Delivery - Fleet	\$631.62
Complimentary Full Tank of Fuel	No Charge
<b>TOTAL PRICE (Excl. GST)</b>	<b>\$37,209.89</b>
<b>ON ROAD COSTS</b>	
CTP - Business Utes/Trucks & Vans Class 6 (See CTP Policy for GST)	\$416.00
Rego Bus 12mth 4 cyl	\$449.80
<b>Total GST</b>	<b>\$3,729.97</b>
<b>TOTAL PAYABLE</b>	<b>\$41,896.07</b>



# QUOTATION

John Cole Toyota  
 1187 Cole Pk (S4)  
 18 Tropic Road  
 Ararat VIC 3463  
 PO Box 103 Ararat VIC 3463  
 Tel: 07 4999 1000  
 Fax: 07 4999 1000  
 Email: car@jcoletoyota.com.au  
 Web: www.jcoletoyota.com.au  
 ABN: 96 413 279 194  
 MFR: 4632  
 ACC: 51 819 0000  
 ACD: 00 744 200  
 ARC: 34 03447  
 62 740 963

QUOTATION FOR :	QUOTE DETAILS
Mapoon Aboriginal Council Red Beach Rd Mapoon QLD 4874 E: workshop@mapoon.qld.gov.au P: 0740909185	DATE : 18/08/2021 QUOTE : 48777 ( 1) CUSTOMER : 21080 DEPT : 110 New Toyota Sales - Atherton REP : Alexander Garth STOCK No :

QUOTATION DETAILS	PRICE
BALANCE PAYABLE	\$41,806.07

\*NOTE - This quotation is valid for 7 days if signed by a manager and is subject to manufacturers price increases.

\_\_\_\_\_  
**Alexander Garth**  
 Sales Manager

\_\_\_\_\_  
**Authorised Manager**



# QUOTATION

J & F Cole Pty Ltd  
 18 Tropic Road  
 Atherton QLD 4870  
 PO Box 93 Atherton QLD 4870  
 T: 07 4099 6000  
 F: 07 4099 5599  
 E: car@jcoletoyota.com.au  
 W: jcoletoyota.com.au  
 ABN: 96 412 432 200  
 ACC: 51 811 0000  
 ACD: 00 744 210  
 BIC: 2532447 BZL 740463

QUOTATION FOR :	
Mapoon Aboriginal Council Red Beach Rd Mapoon QLD 4874 E: workshop@mapoon.qld.gov.au P: 0740909185	DATE : 18/09/2021 QUOTE : 48776 ( 1) CUSTOMER : 21080 DEPT : 110 New Toyota Sales - Atherton REP : Alexander Garth STOCK No :

QUOTATION DETAILS	PRICE
<b>MOTOR VEHICLE</b>	
Hilux 4x4 Workmate 2.4L T Diesel Manual Double Cab 2U59970 001	\$43,113.64 Factory Option (ED)
Approved Govt	\$6,898.18-
<b>ACCESSORIES / OPTIONS</b>	
<b>FACTORY OPTIONS</b>	
Vehicle Colour - Glacier White	No Charge
Vehicle Trim - Black Fabric	No Charge
WorkMate	No Charge (Factory Fitted Option)
<b>GENUINE ACCESSORIES</b>	
Front Canvas Seat Covers	\$330.25
Rear Canvas Seat Cover	\$309.52
Tow Bar - Long Tongue - with Small Round Plug	\$956.78
<b>NON-GENUINE ACCESSORIES</b>	
RV Fabrications Tray Steel floor, Solid colour paint	\$4,660.50
TJM 2" Lift	\$2,620.10
TJM BIG TUBE BAR TEXTURA BLACK	\$3,259.05
TJM Diff Breather Kit	\$327.13
TJM HD Clutch Upgrade	\$1,850.00
x5 265/65R17 TOYO OPAT2 BLACKWALL	\$1,120.35
<b>DEALER CHARGES</b>	
Dealer Delivery - Fleet	\$631.82
Complimentary Full Tank of Fuel	No Charge
<b>TOTAL PRICE (Excl. GST)</b>	<b>\$52,280.96</b>
<b>ON ROAD COSTS</b>	
CTP - Business Utes/Trucks & Vans Class 6 (See CTP Policy for GST)	\$416.00
Rego Bus 12mth 4 cyl	\$449.00



# QUOTATION

John Cole Toyota  
 1187 Cole Hwy (SH)  
 (St. George's Road)  
 Ararat VIC 3471, 4962  
 PO Box 103 Ararat VIC 3471, 4962  
 Tel: 03 4999 1555  
 Fax: 03 4999 1599  
 Email: car@jcoletoyota.com.au  
 Web: jcoletoyota.com.au  
 ABN: 96 412 143 206  
 ACC: 51 819 0099  
 A/CN: 90 744 218  
 MFR: 4632 A/R: 3433437 B/L: 740463

QUOTATION FOR :		QUOTE DETAILS	
Mapoon Aboriginal Council Red Beach Rd Mapoon QLD 4874 E: workshop@mapoon.qld.gov.au P: 0740909185		DATE : 18/08/2021 QUOTE : 48776 ( 1) DEPT : 110 New Toyota Sales - Atherton REP : Alexander Garth STOCK No :	CUSTOMER : 21080
QUOTATION DETAILS		PRICE	
Total GST		\$5,228.10	
TOTAL PAYABLE		\$116,750.92	
BALANCE PAYABLE		\$116,750.92	

\*NOTE - This quotation is valid for 7 days if signed by a manager and is subject to manufacturers price increases.

\_\_\_\_\_  
**Alexander Garth**  
 Sales Manager

\_\_\_\_\_  
**Authorised Manager**



# QUOTATION

J & F Cole Pty Ltd  
 18 Tropic Road  
 Ararat VIC 3463  
 PO Box 93 Ararat VIC 3463  
 T: 07 4991 6333  
 F: 07 4991 5399  
 E: car@jcoletoyota.com.au  
 W: jcoletoyota.com.au  
 ABN: 96 412 143 206  
 ACC: 51 811 0099  
 A/CN: 99 744 218  
 MFR: 4632 A/CN: 342947 RL: 740969

QUOTATION FOR :	
Mapoon Aboriginal Council Red Beach Rd Mapoon QLD 4874 E: workshop@mapoon.qld.gov.au P: 0740909185	DATE : 18/08/2021 QUOTE : 48775 ( 1) CUSTOMER : 21080 DEPT : 110 New Toyota Sales - Atherton REP : Alexander Garth STOCK No :

QUOTATION DETAILS	PRICE
<b>MOTOR VEHICLE</b>	
LC Military Workmate 4.5L T Diesel Manual Dual Cab Chassis 7C71490 053	\$65,000.00 Factory Option (A0)
Approved Govt	\$11,050.00-
<b>ACCESSORIES / OPTIONS</b>	
<b>FACTORY OPTIONS</b>	
Vehicle Colour - French Vanilla	No Charge
Vehicle Trim - Grey Vinyl	No Charge
WorkMate	No Charge (Factory Fitted Option)
<b>GENUINE ACCESSORIES</b>	
Heavy Duty Canvas Seat Covers -Front	\$297.33
Heavy Duty Canvas Seat Cover - Rear	\$312.33
<b>NON-GENUINE ACCESSORIES</b>	
RV Fabrication Internal Tie Down Points	\$180.00
RV Fabrication Tray Steel floor, Solid colour paint	\$4,660.50
TJM DYNAMIC 16X8 BLACK SUNRAYSIA RIMS	\$950.00
TJM HAYMAN REESE XBAR	\$1,936.81
TJM TOYOTA 79 SER 3/07+ BTB TEXTURA BLACK RECOVERY POINTS	\$2,928.20
x5 LT265/70R16 OPAT2	\$1,247.08
<b>DEALER CHARGES</b>	
Dealer Delivery - Fleet	\$631.62
Complimentary Full Tank of Fuel	No Charge
<b>TOTAL PRICE (Excl. GST)</b>	<b>\$67,094.07</b>
<b>ON ROAD COSTS</b>	
CTP - Business Utes/Trucks & Vans Class 6 (See CTP Policy for GST)	\$416.00
Rego Bus 12mth 8 cyl	\$883.75
<b>Total GST</b>	<b>\$6,709.41</b>



**7.6 EXECUTIVE FINANCE MANAGER AUGUST 2021 REPORT**

**Author:** Elzebie Groenewald, Executive Manager Financial Services

**Authoriser:** Tim Rose, Acting CEO

**Attachments:** 1. August 2021 Financial Report

**PURPOSE OF REPORT**

Present to the council a report outlining program performance and operational actions for the previous month. This report contains listed activities and points for decisions in Council meeting.

**DISCUSSION****Finance**

Finance department has been busy with the external auditors from Queensland Audit Office and the external accountant Altius Advisors with site visits in Cairns by Executive Finance Manager. A preliminary finance report has been prepared for August 2021 as we are still in the process of finalising end of year balances and asset valuations.

**Profit & Loss**

As at 31st August 2021 the Council has made a net loss of \$395,932. This is a preliminary report for the year to date ended 31st August 2021 and expected funding has not been received yet.

**Revenue**

As at 31st August 2021 the Council has received revenue totalling \$3.142M, 26% below the budget of \$4.274M. This is due to timing of funds expected for the new financial year and prior year grant revenue to be finalised and acquittals submitted.

**General Expenses & Cost of Goods Sold**

As at 31st August 2021 Council total expenditure was \$3.538M, 18% below the budget of \$4.325M. This is due to a timing difference on completing projects.

**Store**

The store has made a Net Loss of \$8,814 for the month of August. The Accumulated Loss at 31st August 2021 is \$19,381.

**Untied Funds**

The Council currently holds \$3.772M in untied funds.

**RECOMMENDATION**

That Council receive the report and endorse the Financial Reports for the financial period August 2021.

PO Box 213  
Weipa QM 4874

### Profit & Loss [Budget Analysis]

July 2021 through June 2022

	Selected Period	Budgeted	\$ Difference	% Difference
<b>Income</b>				
Agency Fees				
Income - Centrelink Agency Fee	\$4,890.76	\$3,684.50	\$1,206.26	33%
Income - Postal Agency Commis	\$1,744.50	\$1,864.83	-\$120.33	-6%
Landing Fees	\$0.00	\$20.00	-\$20.00	
Revenue - Hire - Plant & Equip	\$0.00	\$118,465.00	-\$118,465.00	
Revenue - Hire of Vehicle	\$0.00	\$4,459.50	-\$4,459.50	
Income - Fishing Licence	\$2,595.00	\$835.50	\$1,759.50	211%
Membership Fee	-\$900.90	\$1,213.00	-\$2,113.90	-174%
Ranger Contract Services	\$90.91	\$2,596.83	-\$2,505.92	-96%
L&S Miscellaneous Income	\$490.91	\$556.00	-\$65.09	-12%
Rental Receipts Social Housing	\$3,513.60	\$2,990.00	\$523.60	18%
Staff Housing	\$0.00	\$2,730.00	-\$2,730.00	
Rates	\$0.00	\$2,432.17	-\$2,432.17	
Lease payments Housing	\$255,493.98	\$49,117.67	\$206,376.31	420%
Dongas Accommodation	\$87,172.71	\$111,474.67	-\$24,301.96	-22%
Rental - Misc properties	\$7,244.55	\$23,468.17	-\$16,223.62	-69%
Administration Fees	\$0.00	\$0.00	\$0.00	
Income - Administration Fees	\$0.00	\$130,318.50	-\$130,318.50	
Income - Bank Interest	\$3,200.56	\$4,090.17	-\$889.61	-22%
Works Sales - Houses	\$153,092.88	\$1,098,746.50	-\$945,653.62	-86%
Workshop Sales - Mech External	\$1,645.81	\$3,941.50	-\$2,295.69	-58%
Workshop sales Internal	\$23,649.48	\$27,186.67	-\$3,537.19	-13%
Workshop sales Fuel Internal	\$21,159.38	\$12,051.83	\$9,107.55	76%
Workshop sales fuel External	\$0.00	\$150.33	-\$150.33	
Store Sales - GST	\$55,955.54	\$89,585.83	-\$33,630.29	-38%
Store Sales - GST Free	\$122,095.17	\$87,872.00	\$34,223.17	39%
Camping Fees- Town , Cullen Pt	\$8,353.58	\$4,463.83	\$3,889.75	87%
Camping Fees-Outside town area	\$0.00	\$302.50	-\$302.50	
Store sales - Fuel	\$87,209.77	\$65,218.83	\$21,990.94	34%
Store Sales- Phone IT Services	\$14,819.95	\$12,292.33	\$2,527.62	19%
Store Sales- Electricity cards	\$24,508.99	\$28,889.67	-\$4,380.68	-15%
ATM - Rebates	\$2,692.80	\$1,365.17	\$1,327.63	97%
Store Sales - Cigarettes	\$105,111.35	\$105,596.50	-\$485.15	0%
Aged Care Meals	\$731.83	\$0.00	\$731.83	
Sales - Gas Bottles	\$2,181.84	\$2,983.50	-\$801.66	-27%
Washing Machine, Coin operated	\$0.00	\$72.17	-\$72.17	
Sales - AMO Service	\$0.00	\$516.83	-\$516.83	
Other income	\$0.00	\$0.00	\$0.00	
Reimbursements	\$26,909.97	\$19,277.67	\$7,632.30	40%
Refunds/Claims	\$0.00	\$614.00	-\$614.00	

Unexpended Grants billed	\$0.00	\$535,658.83	<b>-\$535,658.83</b>	
Unexpended Grants C/wed	\$0.00	\$1,516.50	<b>-\$1,516.50</b>	
Grants - General Purpose	\$0.00	\$2,500.00	<b>-\$2,500.00</b>	
Grants - Operating - State	\$996,083.51	\$807,276.33	\$188,805.18	23%
Grants - Operating - C'with	\$575,881.19	\$487,748.50	\$88,132.69	16%
Grants - Operating - Other	\$0.00	\$21,471.83	<b>-\$21,471.83</b>	
Grants - Capital - State	\$545,000.00	\$250,833.33	\$294,166.67	117%
Grants - Capital - C'With	\$0.00	\$116,666.67	<b>-\$116,666.67</b>	
Grants - Capital - Other	\$0.00	\$18,189.33	<b>-\$18,189.33</b>	
Donations	\$4,090.92	\$3,760.00	\$330.92	9%
Disposal of assets	\$6,363.64	\$7,583.33	<b>-\$1,219.69</b>	-16%
Cost of assets sold	\$0.00	\$0.00	\$0.00	
<b>Total Income</b>	<b>\$3,142,904.18</b>	<b>\$4,274,666.83</b>	<b>-\$1,131,746.65</b>	<b>-26%</b>
<b>Cost of Sales</b>				
Store rebates	<b>-\$908.03</b>	<b>-\$1,553.33</b>	\$645.30	-38%
Store CoS General	\$119,212.30	\$115,510.17	\$3,702.13	3%
Store CoS- Cigarettes	\$86,335.88	\$80,643.33	\$5,692.55	7%
Phone IT cards	\$14,582.40	\$11,905.33	\$2,677.07	22%
Store CoS Powercards	\$24,410.75	\$25,994.50	<b>-\$1,583.75</b>	-6%
Store Stock Adj, Spoilage/Theft	\$2,296.14	\$6,382.33	<b>-\$4,086.19</b>	-64%
Stock Store Usage	\$13.22	\$0.00	\$13.22	
Store Stock Valuation Adjusts	\$0.00	\$0.00	\$0.00	
Store Freight	\$43,474.60	\$35,101.33	\$8,373.27	24%
Store CoS Fuel	\$59,660.37	\$38,134.83	\$21,525.54	56%
Store Camp Fee Royalties	\$3,225.69	\$3,137.17	\$88.52	3%
Workshop	\$0.00	\$0.00	\$0.00	
Purchases - Workshop Stock	\$5,437.53	\$17,089.33	<b>-\$11,651.80</b>	-68%
Purchases - Workshop Fuel	\$13,282.54	\$4,875.17	\$8,407.37	172%
Freight- Workshop	\$574.76	\$2,421.17	<b>-\$1,846.41</b>	-76%
Direct Job Costs	\$0.00	\$0.00	\$0.00	
Purchases - Construction Stock	\$0.00	\$0.00	\$0.00	
Works Materials - Houses	\$26,305.34	\$3,842.50	\$22,462.84	585%
Works Materials - not Houses	\$113,912.48	\$646,456.67	<b>-\$532,544.19</b>	-82%
Freight - Works - houses	\$1,642.07	\$360.17	\$1,281.90	356%
Freight General	\$2,634.41	\$1,995.00	\$639.41	32%
Works - Contractors - Houses	\$71,897.29	\$664,662.50	<b>-\$592,765.21</b>	-89%
Works Contractors - not houses	\$914,297.05	\$876,927.33	\$37,369.72	4%
Works wages - not houses	\$0.00	\$0.00	\$0.00	
Works - Small tools	\$0.00	\$0.00	\$0.00	
Gas bottles	\$0.00	\$0.00	\$0.00	
Purchases - Gas Bottles	\$3,476.70	\$1,760.33	\$1,716.37	98%
Freight - gas bottles	\$0.00	\$0.00	\$0.00	
gas bottles - Connection fee	\$0.00	\$31.17	<b>-\$31.17</b>	
Gas bottles wages	\$0.00	\$0.00	\$0.00	
Water and waste expenses	\$0.00	\$0.00	\$0.00	
Test Inspection Costs	\$0.00	\$0.00	\$0.00	
Water Supply expenses	\$2,800.37	\$3,041.67	<b>-\$111.30</b>	-4%
Waste disposal costs	\$0.00	\$0.00	\$0.00	

<b>Total Cost of Sales</b>	<b>\$1,508,633.86</b>	<b>\$2,638,660.67</b>	<b>-\$1,638,026.81</b>	<b>-41%</b>
<b>Gross Profit</b>	<b>\$1,634,270.32</b>	<b>\$1,735,990.17</b>	<b>-\$101,719.85</b>	<b>-6%</b>
<b>Expenses</b>				
<b>Employment Expenses</b>				
<b>Wages and Salaries</b>				
Wages & Salaries	\$529,692.90	\$558,525.00	-\$28,832.10	-5%
Annual Leave	\$42,686.96	\$62,904.33	-\$20,217.37	-32%
Long service leave	\$0.00	\$0.00	\$0.00	
Sick leave	\$11,346.01	\$20,403.67	-\$9,057.66	-44%
Bereavement/Special leave	\$0.00	\$0.00	\$0.00	
Superannuation	\$62,777.06	\$85,124.67	-\$22,347.61	-26%
Employment related Expenses	\$0.00	\$0.00	\$0.00	
Staff Amenities	\$0.00	\$440.67	-\$440.67	
Staff Housing Rents	\$0.00	\$2,437.50	-\$2,437.50	
Staff Recruitment & Relocation	\$1,803.43	\$7,165.00	-\$5,361.57	-78%
Training Costs	\$2,354.55	\$4,667.83	-\$2,313.28	-50%
Training Wages	\$0.00	\$4.67	-\$4.67	
Employee Allowances	\$9,381.86	\$17,603.67	-\$8,221.81	-47%
Uniforms	\$1,909.21	\$2,869.17	-\$959.96	-34%
Workers' Compensation	\$21,056.65	\$6,795.50	\$14,261.15	210%
Flight entitlements	\$2,310.00	\$5,448.17	-\$3,138.17	-58%
Other Employer Expenses	\$0.00	\$0.00	\$0.00	
Workplace Health & Safety	\$7,134.75	\$15,203.17	-\$8,068.42	-53%
Employee Oncosts	\$0.00	\$0.00	\$0.00	
General Expenses	\$0.00	\$0.00	\$0.00	
Administration	\$0.00	\$0.00	\$0.00	
Administration / Overheads	\$0.00	\$107,677.83	-\$107,677.83	
Advertising (not employment)	\$0.00	\$2,092.33	-\$2,092.33	
Theft & Loss	\$99.09	\$0.00	\$99.09	
Powercard Purchases	\$0.00	\$0.00	\$0.00	
Testing Inspection Costs	\$0.00	\$0.00	\$0.00	
Garbage Collection/ Disposal	\$0.00	\$0.00	\$0.00	
Water Supply Expenses	\$0.00	\$0.00	\$0.00	
Overheads	\$0.00	\$0.00	\$0.00	
Freight	\$12,591.66	\$1,156.67	\$11,434.99	989%
Hire of Equipment - non works	\$29,823.55	\$224.33	\$29,599.22	13194%
Accounting Fees (Not overhead)	\$0.00	\$0.00	\$0.00	
Insurance	\$42,830.20	\$37,483.33	\$5,346.87	14%
Tools & Minor Equipment	\$2,274.11	\$6,431.83	-\$4,157.72	-65%
Tools & Equipment >\$500	\$3,376.82	\$4,055.50	-\$678.68	-17%
Catering	\$1,991.27	\$1,673.83	-\$317.44	-31%

Cleaning Expenses	\$3,396.57	\$5,548.50	<del>-\$2,151.93</del>	-39%
Fees/Charges/Licences	\$11,895.78	\$13,821.17	<del>-\$1,925.39</del>	-14%
Legal Fees	\$32,727.17	\$11,134.33	\$21,592.84	194%
x Management Fees	\$0.00	\$0.00	\$0.00	
First Aid Supplies	\$497.74	\$3.17	\$494.57	15618%
Admin Freight Paid	\$273.58	\$1,138.50	<del>-\$864.92</del>	-76%
Sundry Expenses	\$11,646.46	\$14.67	\$11,631.79	79008%
Service Fees	\$0.00	\$887.17	<del>-\$887.17</del>	
Computer Equipment	\$5,308.15	\$5,233.67	\$74.48	1%
Office Supplies	\$5,487.32	\$3,939.50	\$1,547.82	39%
Printing & Stationery	\$2,835.51	\$3,088.83	<del>-\$253.32</del>	-8%
Security Expenses	\$114.79	\$1,113.17	<del>-\$998.38</del>	-80%
Grounds Maintenance	\$0.00	\$656.67	<del>-\$656.67</del>	
Audit Fees	\$21,880.40	\$12,158.33	\$9,722.07	80%
Communications and IT	\$0.00	\$0.00	\$0.00	
IT - Data Control	\$2,172.82	\$504.67	\$1,668.15	331%
IT - Internet & Email Fee	\$8,340.36	\$5,458.50	\$2,881.86	53%
IT - Support (helpdesk)	\$10,500.00	\$2,051.50	\$8,448.50	412%
IT - Server & Data Storage	\$0.00	\$1,011.17	<del>-\$1,011.17</del>	
IT - Website	\$1,390.93	\$1,287.67	\$93.26	7%
Telephone & Fax	\$23,588.93	\$24,441.33	<del>-\$852.40</del>	-3%
Postage	\$0.00	\$43.33	<del>-\$43.33</del>	
Consultants	\$0.00	\$0.00	\$0.00	
Consultancy Fees	\$140,475.00	\$50,873.50	\$89,601.50	176%
Financial Controller Expense	\$0.00	\$0.00	\$0.00	
Contractors	\$83,064.84	\$35,183.00	\$47,881.84	136%
Donations	\$0.00	\$0.00	\$0.00	
Council Donation	\$0.00	\$6,257.00	<del>-\$6,257.00</del>	
Power	\$0.00	\$0.00	\$0.00	
Electricity	\$16,900.69	\$20,463.67	<del>-\$3,562.98</del>	-17%
Gas Bottles - Council Use	\$0.00	\$178.00	<del>-\$178.00</del>	
Repairs & Maintenance	\$0.00	\$0.00	\$0.00	
R&M: Council Buildings	\$319.31	\$1,191.50	<del>-\$872.19</del>	-73%
R&M: Equipment	\$243.69	\$4,310.50	<del>-\$4,066.81</del>	-94%
R&M: Infrastructure	\$0.00	\$5,582.83	<del>-\$5,582.83</del>	
R&M: Plant & Equipment	\$8,810.51	\$7,689.00	\$1,121.51	15%
R&M Septic: Grease Trap Pump Out	\$0.00	\$0.00	\$0.00	
R&M Water Supply	\$414.20	\$0.00	\$414.20	
Rentals operating leases	\$0.00	\$0.00	\$0.00	
Hire of Shed	\$0.00	\$0.00	\$0.00	
Office Rental	\$0.00	\$0.00	\$0.00	
Subscriptions and registration	\$0.00	\$0.00	\$0.00	
Subscriptions & Fees	\$51,857.82	\$2,464.50	\$49,393.32	2004%
Motor Vehicle Expenses	\$0.00	\$0.00	\$0.00	
MV Fuel	\$27,493.76	\$15,707.67	\$11,786.09	75%
MV Hire	\$0.00	\$5,932.50	<del>-\$5,932.50</del>	
MV Insurance	\$0.00	\$166.67	<del>-\$166.67</del>	
MV Registration	\$2,845.17	\$4,958.33	<del>-\$2,113.16</del>	-43%
MV Repairs & Maintenance	\$19,445.15	\$27,137.33	<del>-\$7,692.18</del>	-28%

Travel & Accommodation	\$0.00	\$0.00	\$0.00	
Accommodation	\$19,712.70	\$19,221.83	\$490.87	3%
Airlines	\$1,890.56	\$6,407.67	-\$4,717.11	-74%
Taxi Fares (inc Cab Charge)	\$128.96	\$69.50	\$59.46	86%
Travel Allowance	\$1,177.66	\$5,982.17	-\$4,804.51	-80%
Travel Other	\$104.55	\$822.33	-\$717.78	-87%
Isolation Leave Travel	\$0.00	\$0.00	\$0.00	
Direct program costs	\$0.00	\$0.00	\$0.00	
Artist Costs	\$0.00	\$661.67	-\$661.67	
Visitor Management	\$0.00	\$300.83	-\$300.83	
Rangers - Camping Equipment	\$2,764.13	\$66.00	\$2,698.13	4088%
Rangers - Field Consumables	\$1,488.83	\$381.67	\$1,107.16	290%
HACC Client Groceries	\$3,117.67	\$6,303.33	-\$3,185.66	-51%
Materials & Supplies	\$8,426.57	\$18,607.67	-\$10,181.10	-55%
Meeting & Seminar Costs	\$0.00	\$1,428.00	-\$1,428.00	
Pest Control	\$67,500.00	\$2,715.50	\$64,834.50	2388%
Sports & Recreation Expenses	\$0.00	\$1,361.17	-\$1,361.17	
Turtle Camp Costs	\$4,023.29	\$0.00	\$4,023.29	
Cultural Heritage-Elders Payts	\$0.00	\$333.33	-\$333.33	
Bank Fees & Charges	\$1,983.57	\$1,536.50	\$447.07	29%
Impairment of Debts	\$0.00	\$0.00	\$0.00	
Depreciation	\$0.00	\$0.00	\$0.00	
Depn - Houses	\$22,183.60	\$22,183.67	-\$0.07	0%
Depreciation, Buildings	\$113,423.76	\$113,423.83	-\$0.07	0%
Depn - Major Plant	\$6,408.42	\$6,408.50	-\$0.08	0%
Depreciation, Office Equipment	\$2,760.70	\$2,760.67	\$0.03	0%
Depreciation, Plant & Equipmt	\$36,068.06	\$36,068.00	\$0.06	0%
Depreciation, Stone Equip't	\$4,511.80	\$4,511.83	-\$0.03	0%
Depn - Roads	\$163,014.78	\$163,014.83	-\$0.05	0%
Depn - Water	\$30,241.26	\$30,241.33	-\$0.07	0%
Depreciation Landfill	\$3,891.08	\$3,891.00	\$0.08	0%
Depreciation, Airstrip	\$21,186.76	\$21,186.67	\$0.09	0%
Depn - Boat ramp	\$1,005.86	\$1,005.83	\$0.03	0%
Depn- Fibre Optic Cable	\$1,042.40	\$1,042.33	\$0.07	0%
Capital Expenditure	\$234,179.00	\$83,356.67	\$150,820.33	181%
<b>Total Expenses</b>	<b>\$2,830,202.28</b>	<b>\$1,786,944.83</b>	<b>\$243,237.45</b>	<b>14%</b>
<b>Operating Profit</b>	<b>-\$395,931.96</b>	<b>-\$50,974.67</b>	<b>-\$344,957.29</b>	

**Mapoon Aboriginal Shire Council**  
**Balance Sheet**  
 As at August 31, 2021

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**Assets**

**Current Assets**

11110-GCCU - General Account	2,016,234.74
11112-GCCU Shares	10.00
11118-GCCU - Online Save A/C Note	3,949,051.52
11119-GCCU - Online Banking - Remote Capital Program	980,071.05
11120-CBA Main account	402,660.62
11190-Electronic Clearing Account	(300.00)
Account Receivable	229,081.01
Inventories	91,814.15
Other Current Assets	1,332,073.91
	<hr/>

**Total Current Assets** **9,896,487.89**

Property, Plant and Equipment	25,867,523.49
Accumulated Depreciation	(10,791,183.27)
Intangible Assets	65,000.00
	<hr/>

**Total Assets** **24,161,837.22**

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**Liabilities**

**Current Liabilities**

Accounts Payable	641,737.13
Taxes Payable	(162,791.15)
Other Current liabilities	5,547,649.82
	<hr/>

**Total Current Liabilities** **6,026,605.80**

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**Total Liabilities** **6,026,605.80**

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**Shareholders' Equity**

Net Income / (Loss)	79,143,996.94
	<hr/>

**Total Shareholders' Equity** **79,143,996.94**

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**Total Liabilities & Shareholders' Equity** **85,179,802.74**

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Mapoon Aboriginal Shire Council					
Budget Analysis by Department					
Aug-21					
Accommodation	Actual	BudgetYTD	Variance to Budget	Variance %	Comments
Income	91,454	113,598	-22,144	-19%	
Expense	52,231	76,893	-24,662	-32%	
<b>Profit / (Loss)</b>	<b>39,223</b>	<b>36,705</b>	<b>2,518</b>	<b>7%</b>	
<b>Administration &amp; Corporate Services</b>	<b>Actual</b>	<b>BudgetYTD</b>	<b>Variance to Budget</b>	<b>Variance %</b>	
Income	480,933	697,723	-217,820	-31%	
Expense	1,234,225	984,984	269,333	28%	Includes Depreciation
<b>Profit / (Loss)</b>	<b>-754,123</b>	<b>-287,262</b>	<b>-466,861</b>	<b>182%</b>	
<b>Store</b>	<b>Actual</b>	<b>BudgetYTD</b>	<b>Variance to Budget</b>	<b>Variance %</b>	
Income	417,710	396,214	21,496	5%	
Expense	437,091	395,854	41,237	10%	
<b>Profit / (Loss)</b>	<b>-19,381</b>	<b>381</b>	<b>-19,741</b>	<b>-5476%</b>	
<b>Parks &amp; Gardens</b>	<b>Actual</b>	<b>BudgetYTD</b>	<b>Variance to Budget</b>	<b>Variance %</b>	
Income	0	566	-566	0%	Funded from unlied funds
Expense	8,868	25,727	-16,859	100%	
<b>Profit / (Loss)</b>	<b>-8,868</b>	<b>-25,171</b>	<b>16,303</b>	<b>100%</b>	
<b>Leed &amp; Sea</b>	<b>Actual</b>	<b>BudgetYTD</b>	<b>Variance to Budget</b>	<b>Variance %</b>	
Income	616,691	123,688	492,993	399%	Includes funding for 6 months
Expense	215,619	121,542	94,077	77%	
<b>Profit / (Loss)</b>	<b>401,072</b>	<b>2,146</b>	<b>398,926</b>	<b>18500%</b>	
<b>Aged Care Services</b>	<b>Actual</b>	<b>BudgetYTD</b>	<b>Variance to Budget</b>	<b>Variance %</b>	
Income	133,325	75,300	58,025	69%	
Expense	54,266	75,282	-21,015	-28%	
<b>Profit / (Loss)</b>	<b>79,669</b>	<b>4,018</b>	<b>75,651</b>		
<b>Water &amp; Sanitation</b>	<b>Actual</b>	<b>BudgetYTD</b>	<b>Variance to Budget</b>	<b>Variance %</b>	
Income	0	0	0		Funded from unlied funds
Expense	38,763	46,484	-7,720	-17%	
<b>Profit / (Loss)</b>	<b>-38,763</b>	<b>-46,484</b>	<b>7,720</b>	<b>-17%</b>	
<b>Works Contract &amp; Housing Maintenance</b>	<b>Actual</b>	<b>BudgetYTD</b>	<b>Variance to Budget</b>	<b>Variance %</b>	
Income	153,584	470,694	-317,110	-67%	
Expense	229,401	319,172	-89,771	-28%	
<b>Profit / (Loss)</b>	<b>-75,817</b>	<b>151,522</b>	<b>-227,339</b>	<b>-150%</b>	
<b>Works Other</b>	<b>Actual</b>	<b>BudgetYTD</b>	<b>Variance to Budget</b>	<b>Variance %</b>	
Income	1,202,973	2,349,529	-1,146,556	-49%	
Expense	1,225,743	2,241,688	-1,015,325	-45%	
<b>Profit / (Loss)</b>	<b>-22,770</b>	<b>108,481</b>	<b>-131,231</b>	<b>-121%</b>	
<b>Workshop</b>	<b>Actual</b>	<b>BudgetYTD</b>	<b>Variance to Budget</b>	<b>Variance %</b>	
Income	46,455	43,331	3,124	7%	
Expense	42,629	58,612	-15,983	-27%	
<b>Profit / (Loss)</b>	<b>3,826</b>	<b>-15,282</b>	<b>19,107</b>	<b>-125%</b>	
<b>Total Works</b>	<b>Actual</b>	<b>BudgetYTD</b>	<b>Variance to Budget</b>	<b>Variance %</b>	
Income	1,403,012	2,863,653	-1,460,641	-51%	
Expense	1,536,537	2,695,336	4,201,872	158%	
<b>Profit / (Loss)</b>	<b>-133,525</b>	<b>168,218</b>	<b>-301,743</b>	<b>-180%</b>	
<b>Total Divisions</b>	<b>Actual</b>	<b>BudgetYTD</b>	<b>Variance to Budget</b>	<b>Variance %</b>	
Income	3,142,904	4,274,651	-1,131,747	-26%	
Expense	3,536,836	4,325,625	-788,789	-18%	
<b>Profit / (Loss)</b>	<b>-393,932</b>	<b>-50,975</b>	<b>-344,957</b>	<b>877%</b>	

Mapoon Aboriginal Shire Council  
Statement of untied funds as at August-2021

Cash & Money in bank	7,348,028	
Debtors	229,081	
<b>Total Cash &amp; Debtors</b>		<u>7,577,109</u>
Less		
Tied Grants	9,831,410	
Liabilities	-6,026,806	
<b>Total Tied Grants &amp; Liabilities</b>		<u>3,804,604</u>
<b>Untied Funds</b>		<u><u>3,772,505</u></u>
Total cash less liabilities		3,543,424
Debtors		<u>229,081</u>
<b>Total untied cash &amp; Debtors</b>		<u><u>3,772,505</u></u>

**7.7 ACTING EXECUTIVE MANAGER ENVIRONMENTAL SERVICES, LAND AND SEA, PARKS AND GARDENS**

**Author:** Kelli Leatham, Acting Executive of Environmental Services, Parks & Gardens

**Authoriser:** Tim Rose, Acting CEO

**Attachments:** 1. Satellite Tagged Hawkes Bill Turtle

**PURPOSE OF REPORT**

To present to Council a report of Program Performance and Operational actions for the previous month

**BACKGROUND**

This report details the program performance and operational action from Mapoon Land and Sea Rangers and Parks and Gardens

**DISCUSSION**

- **Parks and Gardens**
  - Mowing, Whipper Snipping, Tree trimming and Raking leaves of Community Centre, Aged Care and Disability Clients, Anzac Park, Ranger Base and Council Yard. With the weather conditions, being the wind and no rain, leaves are dropping thick and fast.
  - Watering of Council Yard, Anzac Park, Clermont St Garden, and garden across from ranger's base with hoses along with using portable tank and pump to supply some water to gardens without taps.
  - Rubbish picked up around town and the roadside from town to the dump.
- **Visitor Management**
  - Batavia patrols conducted weekly, Janie creek monitored by Rangers while at Turtle Camp. Visitors have been asked to leave both locations during the month.
  - Facilities cleaned very Friday at Cullen Point Campground and permit check conducted twice per week. Every camper complied with permits being purchased prior to setting up.
  - Continually picking up rubbish around the bin area from the dogs knocking the bins. Endeavouring to have stands set up when time allows.
- **Turtle Conservation**
  - This year's Turtle conservation efforts went extremely well with record numbers recorded laying on Flinders Beach. Rangers with the help of DES scientists recorded and staked more than 750 nests on Flinders Beach alone. With Rangers being on the beach day and night deters predators from the area therefore helping with the large number of intact nests.
  - Turtle Camp finished at the end of August, now we wait patiently for the nests to hatch which should be frequently to finish collecting data required to complete the final report.

- Skardon Beach has not been so successful with pigs still predated around half the nests on the beach. Working with Cape York NRM on possible ways to achieve a better outcome for that area.
- Satellite tagged Hawkes Bill (see attachment). Scientists hoped to satellite tag 2 Hawkes Bill this season but only one was achieved. It was great to see the turtle has come back to nest on the same beach with Rangers being able to attach the satellite tag this time round. We will now receive weekly update to where she travels.
- Flinders Beach has sand temperature monitors installed in 3 positions in the dunes close to where turtles would normally lay their eggs. The monitors were downloaded and replaced with the new models this year. Data from the monitors helps indicate the main sex of the hatchlings. Last year data showed 50% female 50% male, this year steering more towards 80% female 20% as the sand temperature is about 3 degrees hotter than last year.
- **Cultural Emersion Program**
  - 2 participants attended Mapoon for turtle monitoring last month. Rangers and scientists relayed as much information to participants to allow them to understand the reasons behind what Rangers do. They were taken through the whole process of identifying what species of turtle, using the I Tracker data system, numbering and staking the nest and filling out data sheets. 1 participant along with myself and 2 other Rangers marked 24 nests over 16km distance that morning with the second team starting from the Pennefather end of the beach, they marked 40 nests in only 8km. That end of the beach is host to more than half of the nesting. Participants thoroughly enjoyed their time on the beach with Rangers and were extremely thankful for what they learnt.
- **Cultural Heritage**
  - Finalising IKC orders, also liaising with State Library Qld for the IKC.
  - Researching items needed for the museum in the new Cultural Centre.
  - Still sifting through Mapoon database to see what files are missing so they can be re – up reloaded.
  - Attended Turtle Camp at Janie Creek along with monitoring on Skardon Beach.
- 

**RECOMMENDATION**

That the report of Acting Executive Manager of Environmental Services, Land and Sea Rangers and Parks and Gardens be received and noted.

**HAWKSBILL TURTLE, *Eretmochelys imbricata***  
**MARIA FRANCISCA**



**K90176:**

- 2009, 19 July: tagged nesting, Flinders Beach
- 2021, 5 August: recaptured nesting, Flinders Beach





**K90176 LAYS LOTS OF SMALL EGGS**

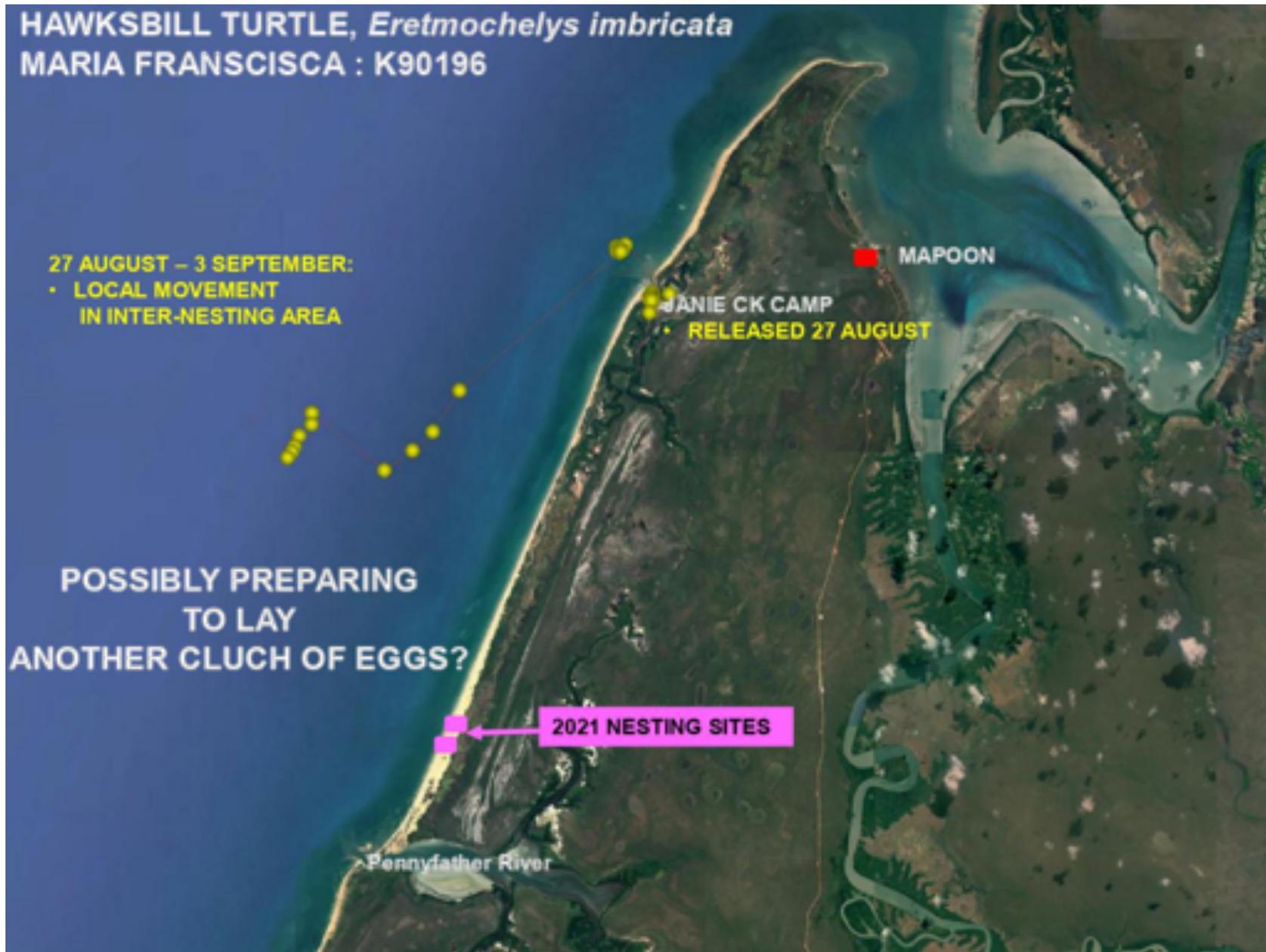
**2009, 19 July: tagged nesting at Flinders Beach, CCL = 78.0 cm**



**2021, August: nesting at Flinders Beach, CCL = 78.5 cm**

- 05 August: Laid 144 eggs
- 26 August: Laid 138 eggs





**7.8 COMMUNITY BUS HIRE POLICY**

**Author:** Royleen Wolski, Governance Manager  
**Authoriser:** Tim Rose, Acting CEO  
**Attachments:** 1. MASC Community Bus Policy draft.doc

**PURPOSE OF REPORT**

To advise Council of proposed Community Bus Hire Policy

**BACKGROUND**

The Community Bus has arrived soon and will be available for hire as soon as a Community Bus Hire Policy is adopted. It is usual for Councils which provide a Community Bus to require the hirer and driver to enter into an agreement prior to provision of the vehicle.

It is also usual for Council to require the hirer/driver to:

- Pay a Bond.
- Refuel the bus before return.
- Leave the vehicle in a clean and tidy condition.
- Deduct fuel and cleaning costs from the Bond if the vehicle is not left full of fuel and clean.
- Pay the insurance excess if the vehicle is involved in a Traffic Incident.
- Be responsible for any traffic violations which are incurred during the hire of the vehicle.

**DISCUSSION**

The new Community Bus is protected by GPS and is CCTV monitored at all times by four cameras which cover the whole of the interior of the bus, and which are saved to two 32 GB SD Cards. It is also speed limited and can only be driven by a driver with a Medium Rigid Licence.

The Draft Community Bus Hire Policy is attached for Council's perusal.

**RECOMMENDATION**

That Council receive and note the Community Bus Hire Policy

This an official copy of the **Mapoon Community Bus Policy** of **Mapoon Aboriginal Shire Council (MASC)**, made in accordance with the provisions of *Local Government Act and Regulations, Public Records Act, Mapoon Aboriginal Shire Council's Local Laws, Subordinate Local Laws and current Council Policies*.

Operational Policies are approved to support Council's operational requirements; this **Mapoon Community Bus Policy** is approved by the Mapoon Aboriginal Shire Council for the operations and procedures of Council. Note that Financial Year Policies are reviewed and replaced annually for the new Financial Year.

DOCUMENT VERSION CONTROL			
VERSION	DATE	RESOLUTION NO.	DETAILS
V1	1/3/2019		Responsible officer <b>Executive Manager Corporate Services</b>
V2			
V3			
		<b>EXPIRY</b>	28/2/2021

**PURPOSE OF THE POLICY**

The purpose of this Policy is to outline the conditions under which the Mapoon Aboriginal Shire Council (MASC) Community Bus can be driven by employees of MASC and the obligations of employees who have been provided with use of this vehicle.

**COMMENCEMENT OF THE POLICY**

This Policy will commence from **DATE**.

This Policy does not form part of any councillor's or employee's contract of employment.

**RESPONSIBILITY FOR EXPENSES**

MASC will pay all taxes, insurance premiums, running costs, and maintenance and repair expenses associated with the running of the Mapoon Community Bus.

**OWNERSHIP OF VEHICLES**

At all times, the MASC Community Bus will remain the property of MASC.

**VEHICLE USE**

If MASC provides the Mapoon Community Bus, they are entitled to use it for Community purposes only, unless otherwise authorised by the Chief Executive Officer or Mayor in the case of Councillors.

**DRIVERS AND PASSENGERS**

- a) Only employees and Councillors of MASC who hold a current Queensland Drivers licence appropriate to the MASC Community Bus are permitted to drive the MASC Community Bus.
- b) Only Mapoon community members, MASC employees and councillors are permitted to travel as passengers in the MASC Community Bus unless prior approval is obtained from the Chief Executive Officer or Mayor to allow otherwise.
- c) The MASC Community Bus is only to be driven by MASC employees or Councillors unless a person is otherwise authorised by the Chief Executive Officer.
- d) In the case of an emergency discretion can be used in permitting the driving of persons other than MASC employees or Councillors in MASC vehicles but the incident must be reported at the first available opportunity to the Chief Executive Officer using the appropriate forms. The driver must have a current Queensland licence appropriate to the vehicle.

**LICENCE**

Employees and councillors must obtain/maintain appropriate and current drivers' licence to be able to drive the Mapoon community bus. An employee or councillor must notify MASC immediately if their licence is suspended or cancelled. Where it is a requirement of an employee's employment to drive a motor vehicle, the suspension or cancellation of the employee's licence may result in termination of employment.

**NO ALCOHOL CARRIAGE IN VEHICLES**

No carriage of Alcohol is permitted in the Mapoon Community Bus by anyone at all times.

All MASC vehicles will have an alcohol prohibition sticker on a clearly visible position of the vehicle's front and rear windscreen.

**NO SMOKING IN VEHICLES**

Smoking is prohibited in all MASC vehicles.

**MAINTAINING MASC'S VEHICLE**

Mapoon Aboriginal Shire Council will:

- take good care of the vehicle;
- ensure that it is properly and responsibly maintained and serviced, particularly in accordance with warranty requirements;
- ensure that the provisions of any insurance policy relating to the vehicle are observed;
- not allow the vehicle to be driven by anyone other than the employee or councillor.
- not fit any accessories to the vehicle without prior written approval from MASC;
- ensure that the vehicle is securely locked when left unattended and that any alarm system fitted to the vehicle is turned on;
- ensure that the vehicle is available for use by other employees or councillors when required;
- drive and use the vehicle only for the purpose for which it is intended;
- ensure that the vehicle is properly garaged when not in use;
- when required by law, immediately report any accidents involving the vehicle to the police;
- immediately inform MASC of any damage to the vehicle;
- not drive the vehicle through water more than 400 mm deep, and
- keep the vehicle clean and in good order.

**SAFETY**

All MASC employees and councillors' obligations with respect to safely using the Community Bus are:

- to ensure that the first aid kit and a fire extinguisher provided with the vehicle are kept fully stocked and that items in that kit which have a 'use by' date are replaced immediately after that date;
- to not drive the vehicle if the employee or councillor is taking any medicine or drug that may adversely affect the employee's or councillor's ability to drive or where the employee or councillor is intoxicated through alcohol consumption or illegal drug use; and
- to obey all road rules.

If a MASC employee or councillor is involved in any accident as a result of intoxication, unlawful drug taking, negligence or recklessness, the employee or councillor will be responsible for paying any excess on the insurance and any other amount not covered by the insurance.

### TRAFIC AND PARKING INFRINGEMENTS

Under no circumstances will MASC be liable to pay any fines or costs incurred by the driver of the MASC Community Bus in the following situations:

- Infringement notices have been issued to council (identity of driver will be established).
- Road traffic regulations have been broken,
- Any Local Laws on parking restriction or
- Any other traffic regulation. The onus is on the driver.

### LOG BOOKS

Each vehicle is provided with a log book and it is the driver's responsibility to document all vehicle usage. The data required is as follows:

- Date
- Driver signature
- Purpose of journey
- Mileage travelled.

### RETURN AND INSPECTION OF VEHICLE

When directed to do so, any MASC employee or councillor must return the Community Bus to the place of garaging in a clean and tidy condition and with no damage.

### BREACHES OF THIS POLICY

MASC considers the provision of a motor vehicle as a significant privilege. Accordingly, MASC reserves the right to withdraw use of the Community Bus from any employee who is in breach of this Policy. Such breach may also result in other disciplinary action, including, but not limited to, termination of employment.

### Variations

*MASC reserves the right to vary, replace or terminate this policy from time to time.*

### WORKPLACE PARTICIPANT ACKNOWLEDGEMENT

*I acknowledge:*

*receiving the MASC Policy;*

*that I should comply with the policy; and that there may be disciplinary consequences if I fail to comply, which may result in the termination of my employment.*

Your name:

Signed:

Date:

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**7.9 HUMAN RESOURCES REPORT**

**Author:** Carolyn Marshall, Mapoon HRO

**Authoriser:** Tim Rose, Acting CEO

**Attachments:** 1. Statistics

**PURPOSE OF REPORT**

To advise Council of the operations of the Human Resource Department.

**DISCUSSION****HUMAN RESOURCES****Christmas Leave**

Proposed shutdown dates for 2021 are:

Wednesday 22 December 2021 to Tuesday 4 January 2022 inclusive.

Public Holidays are:

Christmas Day Monday 27 December 2021.

Boxing Day Tuesday 28 December 2021.

New Year's Day Monday 3 January 2022.

For an employee working a 38hr week, they will require 52 hours of annual leave and will have 24 hours of public holidays.

For an employee working a 36 hour week, they will require 48 hours of annual leave and will have 24 hours of public holidays.

**Grace Day**

Council is often very generous with giving a Grace Day for all of the employees. Could Council please approve Friday 24 December 2021 as the Grace Day?

**Media**

See attachment - Figure A.

**Employee Statistics**

See attachment – Figure B.

**Training**

- Certificate III Civil Construction - 3 employees.
- Diploma in Library Services - 2 employees (1 currently deferred).
- Apprenticeships.
  - Plumber -1 employee.
- Building Licence Training – 1 employee.
- Diploma of Local Government- 3 employees.

**Current Vacancies**

- Building Manager.
- Governance Manager - Interviews to be held in September
- Business Services Coordinator - Interviews to be held in September
- Community Services Coordinator - Interviews to be held in September
- Community Services Support Workers.
- Casual Receptionist.
- Casual Centrelink Officer.

**New Appointments - August**

- 2 x Casual Store Assistants.
- Executive Manager -Community Development to arrive in early September.

**WH&S**

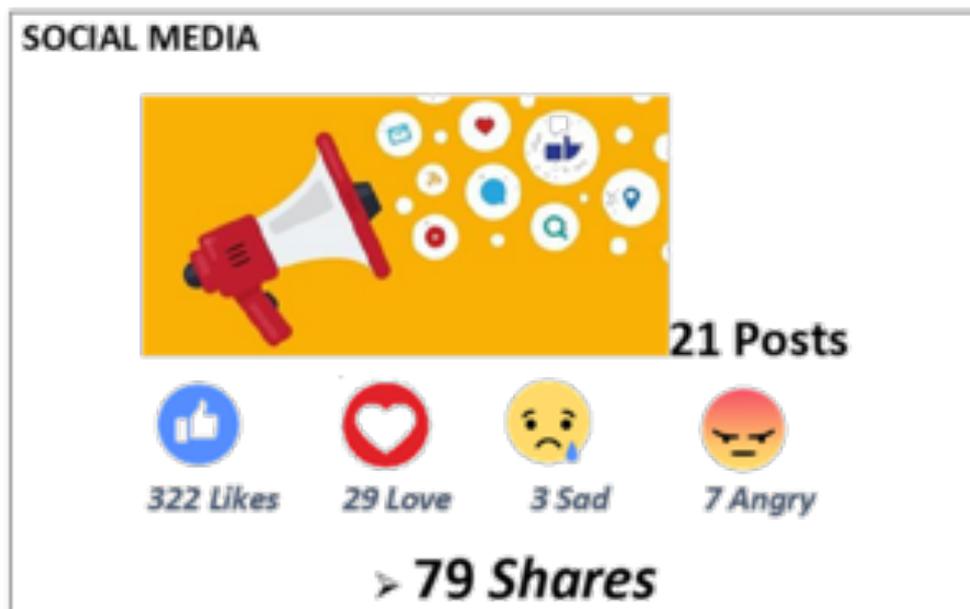
- 5 x Incident Reports.

**RECOMMENDATION**

1. That Council approve a Grace Day (Friday 24 December 2021) for all employees.
2. That the HR Manager's Report be received and noted.

**STATISTICS**

*Figure A.*



*Figure B.*

**EMPLOYEES**

	2021	%	2020	%
Annual Leave	447.11	6	522.5	7
Personal Leave	163.5	2	223.25	3
LWOP	561.75	7	741.25	9
Unauthorised Leave	795.5	10	737.00	9
Indigenous	53	80	44	76
Non- Indigenous	13	20	14	24
Male	36	56	38	66
Female	27	42	20	34
Other	1	2	0	
<b>Employees Total</b>				
Casual	16	25	7	12
Part Time	9	14	9	16
Full Time	39	61	42	72

**7.10 GOVERNANCE MANAGER'S REPORT ON MAPOON STORE, ACCOMMODATION AND CAMP GROUNDS**

**Author:** Royleen Wolski, Governance Manager

**Authoriser:** Tim Rose, Acting CEO

**Attachments:** Nil

**PURPOSE OF REPORT**

To advise Council of the operations of Council's Business enterprises.

**BACKGROUND**

Council operates two retail businesses, the Mapoon Council Store and the Accommodation Complexes, which include the Paanja Lodge Cabins, Contractors Dongas and Cullen Point Camp-Ground.

**DISCUSSION****Store**

Vicki Waring, who had previously been employed by Council as Store Manager has been employed for a period of three months and has approximately four weeks remaining on her contract. A report has been submitted in relation to a proposal which has been received in relation to the Store, and this will be dealt with separately in Confidential reports.

**Cabins & Contractors Camp**

August 2021 Cabin Occupancy was 61.69% with 153 nights of occupancy. By comparison, August 2020 Cabin Occupancy was still heavily affected by the COVID Closure of the Cape, and was only 43.15% with only 107 Occupied nights.

August 2021 Ensuited Donga occupancy was 52.42% with 195 occupied nights. By comparison August 2020 occupancy was slightly higher at 54% due to work on the Mapoon Runway.

Construction of the four new Cabins is progressing and the Executive Manager of Works and Infrastructure estimates that they will be completed by approximately October 2021. All furniture for the fit out has been purchased, and is awaiting completion of the cabins. As soon as the new cabins are available, the ensuited dongas at the Contractor's Camp will be able to be removed.

**Cullen Point Camp-Grounds**

Cullen Point Camp Grounds have been very busy during August. All Campers at Cullen Point now have to check in using a QR Code, or complete manual COVID-19 paperwork which documents their home address, where they have travelled from and where they intend travelling on to after Mapoon.

Very positive feed-back has been received in relation to the solar lights, concrete pads and fire pits from campers. Unfortunately, stray community dogs continue to be a problem with campers complaining that the bins are constantly being overturned by the strays, and that their camps are being raided by dogs stealing food when the campers are away or asleep at night.

In addition, last week campers reported that these dogs had attacked a large turtle which wandered up to the edge of the camp grounds over night. They stated the dogs had savaged the turtle's upper flippers. The campers involved drove the dogs away from the turtle over a prolonged period of time and then led it back to the water using a torch.

Rangers have advised that keeping the Camp Grounds clean is hampered by the dogs overturning the bins on a daily basis.

**RECOMMENDATION**

That the report of the Governance Manager in relation to the Store, Accommodation and Camp Grounds be received and noted.

## 8 ANY OTHER BUSINESS

### 8.1 DEPARTMENT OF ENERGY & PUBLIC WORKS - LICENCE AGREEMENT

**Author:** Julian Bodenmann, Senior Associate, Preston Law

**Authoriser:** Tim Rose, Acting CEO

**Attachments:**

1. Licence Agreement Department of Energy & Public Works.pdf
2. Email from Tim Hawes, Lease Manager, Department of Energy & Public Works.pdf
3. Active\_Tenancy Agreement\_Red Beach Rd Mapoon Exp 30 June 2022.pdf

#### PURPOSE OF REPORT

To advise Council of the details of the Licence Agreement of the Licence agreement held by the department of Energy & Public Works over Office Premises at the Land & Sea Building, known as "Studio 3" (The Premises)

#### BACKGROUND

The Department of Energy and Public Works ("**DEPW**") holds a Licence Agreement over office premises at the Land and Sea Building, known as "Studio 3" ("**the Premises**").

The Licence Agreement, which is a non-exclusive licence to use office space within an existing Council building, expires on 30 June 2022.

DEPW has requested that Council grant a further licence over the Premises from 1 July 2022 for 2 years, with a further option to renew for a further 2 years.

Preston Law has been instructed to prepare a new licence document on standard commercial terms, with the following particulars:

- Rent of \$18,658 plus GST per annum, increased by 4% each year. This is the same rate of rent as the original licence, which was \$17,250 plus GST in 1 July 2020, increased by 4% each year;
- The same Permitted Use as the expired lease – ie, office.

A copy of the draft new Licence Agreement is **enclosed**.

The preparation and finalisation of the Licence Agreement is a Council matter, not a Trustee matter. This is because the proposed Licence Agreement is for the use of part of a Council building (ie, office premises within the Land and Sea Building), and it is not a lease or licence of land held by the Trustee. This also means that the grant of the Licence does not require validation under the Mapoon Community Development Indigenous Land Use Agreement, because no interest in land is being provided.

**DISCUSSION**Decision for Council

The decision for the Council is whether to:

1. grant the proposed licence to Department of Energy and Public Works;
2. grant a licence to DEPW, but on different terms;
3. refuse to grant a lease to DEPW, in which case their occupation of the office will end on 30 June 2022.

Recommended Resolution**RECOMMENDATION**

That Council resolves to:

- (a) grant a licence to the Department of Energy and Public Works over the part of Lot 15 on SP 278077 known as "Studio 3", for the period commencing 1 July 2022 and ending 30 June 2024, with one option to renew for a further 2 years ("**Licence**");
- (b) delegate to the Chief Executive Officer the power to negotiate the terms of the Licence and execute the Licence on behalf of Council.



# Licence Agreement

**Mapoon Aboriginal Shire Council**

**("Council")**

**State of Queensland (represented by Department  
of Energy and Public Works)**

**("Licensee")**

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**PARTIES**

Mapoon Aboriginal Shire Council

(Council)

State of Queensland (represented by Department of Energy and Public Works)

(Licensee)

**RECITALS**

- A. Council is the owner of the Land on which the Licensed Area is located.
- B. Council agrees to grant a licence to the Licensee to occupy the Licensed Area pursuant to the terms and conditions contained in this Licence.
- C. The Licensee agrees to enter into this Licence in accordance with the terms and conditions contained in this Licence.

**OPERATIVE PROVISIONS****1. REFERENCE SCHEDULE**

ITEM NO.	REFERENCE	DATA
1.	Licensee	The State of Queensland (represented by Department of Energy and Public Works)
2.	Council Address for Service	Address: Council Chambers, Red Beach Road, Mapoon Qld 4874 Email: <a href="mailto:ceo@mapoon.qld.gov.au">ceo@mapoon.qld.gov.au</a>
3.	Licensee Address for Service	Address: Level 3, AM60 Albert Street, Brisbane Qld 4000 Email: <a href="mailto:leasingHPW@hpw.qld.gov.au">leasingHPW@hpw.qld.gov.au</a>
4.	Land	The land situated at Red Beach Road Mapoon in the State of Queensland more particularly described as Lot 15 SP 278077.
5.	Licensed Area	The part of the building (known as the Land and Sea Building) located on the Land which is marked "Studio 3" and hatched in the plan attached to this Licence in Schedule 1.
6.	Commencement Date	1 July 2022
7.	Expiry date	30 June 2024
8.	Option to Renew	1 x 2 years

9.	<b>Licence Fee</b>	\$19,000 plus GST per annum
10.	<b>Permitted Use</b>	Office purposes, and no other purposes whatsoever

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In this Licence, unless inconsistent with the context or subject matter:

- (a) **Commencement Date** means the date referred to in Item 6 of the Reference Schedule.
- (b) **Council** means Mapoon Aboriginal Shire Council, its successors and assigns.
- (c) **Event of Default** means:
  - (i) failure by the Licensee to pay to Council the Licence Fee when due and payable;
  - (ii) failure by the Licensee to perform, keep or fulfil any other covenant, undertaking, obligation or condition in this Licence; or
  - (iii) failure by Council to perform, keep or fulfil any covenant, undertaking, obligation or condition in this Licence, where such failure has a material effect on the ability of the Licensee to undertake the Permitted Use on the Licensed Area in the manner permitted under this Licence.
- (d) **Expiry Date** means the date referred to in Item 7 of the Reference Schedule and, where applicable, includes the last day of any further term if this Licence contains an Option to Renew, and the Option to Renew is exercised.
- (e) **Fixtures** means all improvements installations contained in the Licensed Area which are the property of Council. The Fixtures are and shall remain the property of Council.
- (f) **Land** means the land described in Item 4 of the Reference Schedule.
- (g) **Licence** means this Licence Agreement as varied or amended from time to time.
- (h) **Licence Fee** means the sum referred to in Item 9 of the Reference Schedule.
- (i) **Licence Fee Day** means the Commencement Date and then 1 July of each year of the Term.
- (j) **Licensed Area** means that part of the Land described in Item 5 of the Reference Schedule, as identified on the plan attached to this Licence as Schedule 1, and includes all Fixtures contained on that area.
- (k) **Licensee** means the party described in Item 1 of the Reference Schedule, the Licensee under this Licence, and includes their successors and assigns.
- (l) **Option to Renew** means the option or options, exercisable by the Licensee in accordance with this Licence, to renew this Licence for a further term or terms, but only if an Option to Renew is specified in the Reference Schedule.

- (l) **Party** means the Council and the Licensee individually and **Parties** means the Council and the Licensee collectively.
- (m) **Permitted Use** means the use of the Licensed Area for the use described in Item 20 of the Reference Schedule, and no other uses whatsoever.
- (n) **Reference Schedule** means the table contained in Clause 3 of this Licence.
- (o) **Security Interest** has the meaning given to that term in the *Personal Property Securities Act 2009* (Cth).
- (p) **Term** means the period commencing on the Commencement Date and ending on the Expiry Date.
- (q) **Utilities** means the services to the Licensed Area provided by Council or others including water, electricity, gas, telephone and other communication services.

## 2.2 Interpretation

In this Licence unless inconsistent with the context or subject matter:

- (a) a reference to a person includes any other legal entity;
- (b) a reference to a legal entity includes a person;
- (c) words importing the singular number include the plural number;
- (d) words importing the plural number include the singular number;
- (e) a reference to one gender shall include other genders;
- (f) a reference to a Party includes the Party's heirs, executors, successors and permitted assigns;
- (g) headings are for reference purposes only and must not be used in interpretation;
- (h) where any word or phrase is given a defined meaning any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning;
- (i) a reference to a statute includes all regulations and subordinate legislation and amendments;
- (j) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes e-mail and fax;
- (k) a reference to a monetary amount is a reference to an Australian currency amount;
- (l) an obligation of two or more Parties binds them jointly and each of them severally;
- (m) an obligation incurred in favour of two or more Parties is enforceable by them severally;
- (n) where time is to be reckoned from a day or event, the day or the day of the event must be excluded;
- (o) a reference to a business day means any day on which trading banks are open for business in Cairns;

- (p) if any time period specified in this Licence expires on a day which is not a business day, the period shall expire at the end of the next business day;
- (q) a reference to a month means a calendar month.

### **3. AGREEMENT AND TERM**

Council grants the Licensee a non-exclusive licence to undertake the Permitted Use in the Licensed Area for the Term, and the Licensee accepts such grant upon and subject to the terms and conditions of this Licence.

### **4. FEES PAYABLE TO COUNCIL**

#### **4.1 Licence Fee**

The Licensee shall pay the Licence Fee to Council annually in advance on or before the Licence Fee Day. If an instalment is for a period of less than one year, then that instalment is the proportion of the Licence Fee which the number of days in the period bears to the number of days in that year.

#### **4.2 Review of Licence Fee**

- (a) The Licence Fee shall each be increased by 4% on each yearly anniversary of the Commencement Date.
- (b) Pending determination of the Licence Fee for any year of the Term, the Licence Fee shall be paid at the rate payable at the end of the previous year of the Term and an adjustment (if necessary) is to be made following determination of the reviewed Licence Fee.
- (c) If a fee is not reviewed in accordance with this clause, then Council may, at any time, recover (as a liquidated debt) the difference between the fee levied and paid, and the fee that ought to have been levied and paid had the fee been reviewed in accordance with this clause. This subclause survives the expiry of this Licence.

#### **4.3 Utilities**

- (a) All Utilities incurred by the Licensee or levied separately to the Licensed Area shall be borne wholly by the Licensee and shall be paid promptly as requested either by Council or the provider, subject to subclause (b).
- (b) Any Utilities that are levied and charged by Council shall only be charged on and from the date that is three (3) months from the Commencement Date.
- (c) If the Licensed Area does not have a separate meter for the supply of electricity to the Licensed Area at the Commencement Date, the Licensee shall not be responsible for payment of any electricity consumption until three months after the date that the relevant utility has been separately metered.

#### **4.4 Costs of notices, re-entry and consents**

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

- (a) any notice lawfully given to the Licensee pursuant to this Licence and any actions taken to enforce the performance of the Licensee's obligations under this Licence;

- (b) the lawful determination or attempted determination of this Licence, or the lawful re-entry or attempted re-entry by the Council into the Licensed Area;
- (c) the surrender of this Licence (including any duty);
- (d) the consideration of any consents by the Council requested by the Licensee pursuant to the terms of this Licence; and
- (e) the Council, without fault, being made a party to litigation commenced by or against the Licensee (other than litigation between the parties), and arising directly or indirectly from the Licensee's occupation of the Licensed Area.

#### **4.5 No Set Off**

The Licensee must make payments under this Licence to Council by the method which Council reasonably requires without set-off, counterclaim, withholding or deduction.

### **5. MANAGEMENT AND OPERATION**

#### **5.1 Permitted Use**

- (a) The Licensee will occupy the Licensed Area and use it for the Permitted Use only, and for no other purposes whatsoever.
- (b) If the Licensee wishes to use the Licensed Area for a purpose other than the Permitted Use, then the Licensee must seek Council's written consent, which may be given or withheld by Council in its absolute discretion.
- (c) Council does not warrant that the Licensed Area is, or will be, suitable for the Licensee's use and any warranties as to the suitability of the Licensed Area implied by law are negated.

#### **5.2 Positive Obligations**

The Licensee must:

- (a) conduct the Permitted Use at the Licensed Area in good faith, in a professional and competent way, to a standard expected of a first class business associated with the Permitted Use, and offer to its customers the highest standards of service, courtesy, visual appeal and efficiency;
- (b) comply on time with all laws, and obtain and maintain all licences and approvals required at law to carry on the Licensee's business from the Licensed Area;
- (c) ensure that no liquor or other intoxicating or stupefying substance is stored, sold, supplied or consumed upon the Licensed Area;
- (d) promptly notify the Council in writing of any damage sustained to the Licensed Area or defective operation of the Fixtures;
- (e) promptly, when asked by the Council, do everything necessary for the Licensee to do to enable the Council to exercise its rights under this Lease;
- (f) participate in emergency fire or safety drills of which the Council or any relevant Authority gives reasonable notice;

- (g) notify the Council before installing any surveillance equipment and/or CCTV within the Licensed Area and comply with all Laws in relation to the use of surveillance equipment and/or CCTV;
- (h) maintain a key register that details all persons possessing keys or other means of access to the Licensed Area and provide a copy of the key register to the Council upon request;
- (i) comply with any rules that the Council may make in connection with the operation, use (including occupant safety), management and occupation of the Licensed Area.

### 5.3 Negative obligations

The Licensee must not:

- (a) cease operating from the Licensed Area for any period with the Council's prior written consent;
- (b) erect any signs, placards, notices or posters to the Licensed Area that are visible from the exterior of the Licensed Area without the Council's prior written consent (other than signage prescribed by law);
- (c) use any form of light, power or heat (other than an apparatus for heating beverages, auxiliary power during any power failure or, electricity or gas supplied through meters);
- (d) misuse or do anything to overload the Licensed Area's Fixtures;
- (e) interfere with the Fixtures, or use them for any purpose other than those for which they were constructed;
- (f) carry on or permit to be carried on any offensive or illegal act, or any act which may void or invalidate any insurances effected by the Council in respect of the Buildings and Council's Fixtures or any other part of the Licensed Area;
- (g) store or use inflammable, volatile or explosive substances on the Licensed Area except when the substances are required for the Permitted Use;
- (h) engage in, and must ensure that its employees and agents do not engage in:
  - (i) public criticism of the Council concerning the Licensed Area, or criticism of the Licensed Area, unless obliged by law to do so;
  - (ii) anything that is, or may be, dangerous, annoying or offensive to, or that may interfere with, the Council or other tenants or people using the Licensed Area, the Land or in the adjacent lots or buildings;
  - (iii) anything that might adversely affect, or reflect unfavourably upon, the Council's business or reputation or that of the Licensed Area or that might confuse, mislead or deceive the public.

**5.4 Maintenance of Licensed Area**

- (a) The Licensee is required to maintain the Licensed Area, including the Fixtures, in good and tenable condition at its own cost at all times throughout the Term, fair wear and tear excepted.
- (b) The Licensee must also:
  - (i) keep the Licensed Area (including the external surfaces) clean and tidy;
  - (ii) maintain the exterior parts of the Licensed Area in good order and condition (including but not limited to weeding the gardens and mowing the lawns);
  - (iii) keep the Licensed Area free from useless property and rubbish. In particular, the Licensee must supply and maintain sufficient and suitable refuse bins upon the Licensed Area and arrange for the regular collection, storage and removal of all refuse, waste and rubbish from the Licensed Area at its own cost to the satisfaction of the Council; and
  - (iv) keep the Licensed Area free of rodents, cockroaches and other pests and vermin (including by undertaking a pest eradication program no less than annually) and comply with the Council's reasonable directions in that regard; and
- (c) If Council, acting reasonably, considers that the Licensed Area, including the Fixtures, is not being maintained in a good and tenable condition, Council may enter the Licensed Area and effect any repairs or maintenance required to ensure that the Licensed Area is in good and tenable condition, with all costs of such repairs or maintenance to be wholly recoverable from the Licensee.

**5.5 Council's rights of entry etc**

- (a) Without limiting any other provisions of this Licence, Council may at any time:
  - (i) enter the Licensed Area without notice to the Licensee if Council wishes to use the Licensed Area for access;
  - (ii) access any existing water or sewerage infrastructure located on the Licensed Area.
- (b) When accessing the Licensed Area pursuant to sub-clause (a) of this clause, Council shall take all reasonable steps to minimise interference with the Licensee's use of the Licensed Area for the Permitted Use.

**5.6 Alterations, Additions or Improvements**

- (a) Council may at any time enter the Licensed Area to make alterations, additions or improvements to any existing infrastructure contained on the Licensed Area.
- (b) In carrying out any alterations, additions or improvements, Council shall take all reasonable steps to minimise interference with the Licensee's use of the Licensed Area for the Permitted Use.
- (c) The Licensee may not make any alterations, additions or improvements (including the erection of signage) to the Licensed Area unless the Licensee has first obtained Council's prior written consent to the proposed alteration, addition or improvement, which consent may be given in Council's absolute discretion and may be conditional upon the Licensee

providing Council with anything that Council may require for the purpose of giving the consent (including but not limited to work plans and drawings).

#### **6. INSURANCE**

- (a) The Licensee shall, at its cost, from the date of this Licence provide and maintain:
  - (i) public liability insurance having a minimum limit of twenty million dollars (\$20,000,000.00) for each and every occurrence against all claims; and
  - (ii) plate glass insurance, against the breakage of all plate and other glass in the Licensed Area;
  - (iii) workers' compensation insurance effected in accordance with laws for the time being requiring such insurances, arising out of the Licensee's use of the Licensed Area (if applicable);
  - (iv) any other insurance reasonably required by the Council.
- (b) All insurances shall be in such form and for such amounts and with such companies as approved by Council, which approval shall not be unreasonably withheld.
- (c) The Licensee assumes all risks in connection with the adequacy of any insurance and waives any claim against Council (in the absence of negligence of Council) for any liability, cost or expense arising out of any uninsured claims, in part or in full, of any nature whatsoever.
- (d) Prior to the Commencement Date, and on further occasions upon request of Council, the Licensee must provide evidence satisfactory to the Council of the terms and currency of each of the insurance policies referred to in this clause.

#### **7. RISK AND INDEMNITY**

- (a) Council (including its employees, representatives, contractors or any associated entity who performs services on behalf of Council hereunder) is not liable to the Licensee in contract, tort or otherwise whatsoever for any loss or damage (including consequential loss) to any person or property arising from the occupation and use of the Licensed Area by the Licensee or others, save to the extent the loss or damage is a consequence of the negligent acts or omissions of Council (or Council's employees, representatives, contractors or associated entities).
- (b) The Licensee:
  - (i) acknowledges that the Licensed Area is provided on an "as is where is" basis, and the Licensee uses and occupies the Licensed Area at its sole risk;
  - (ii) shall be liable for claims of third parties for personal injury and property damage not covered by the insurance required under Clause 6 which result from the negligence of the Licensee having due regard to the standards set out in this Licence provided that the Licensee shall not assert any claims against Council and Council shall not be liable to the Licensee for any losses, damages, liabilities or expenses (including legal costs) incurred or sustained by the Licensee;
  - (iii) indemnifies Council from and against any claim, damage, loss or expense suffered by Council or others as a result of the use of the Licensed Area by the Licensee or the Licensee's employees and agents or as a result of or arising out of the grant

of, or the exercise of, this Licence, save to the extent the loss or damage is a consequence of the negligent acts or omissions of Council.

## **8. EVENTS OF DEFAULT AND TERMINATION**

### **8.1 Termination on notice**

Council may at any time and without cause, terminate this Licence upon the provision of no less than three (3) months' written notice to the Licensee.

### **8.2 Termination for default**

- (a) If an Event of Default occurs, the non-defaulting Party shall give the defaulting Party a notice in writing requesting that the Event of Default be remedied.
- (b) If the Event of Default is not remedied within fourteen (14) days of the date of the notice provided pursuant to paragraph (a) of this clause, the non-defaulting Party may give to the defaulting Party notice of its intention to terminate its obligations under this Licence after the expiration of fourteen (14) days from the date such notice is served.
- (c) Upon the expiration of such period referred to in sub-clause (b) of this clause, the Party serving the notice shall (without prejudice to any rights arising prior to such date) have no further obligations to the other under this Licence and this Licence shall be deemed to be terminated.
- (d) Subject to subclause (e), if upon receipt of such notice the defaulting Party cures the default within the said fourteen (14) day period then such notice shall be of no force and effect.
- (e) Subclause (d) does not apply, and the notice shall remain effective even if the default is cured, if the notice relates to a default that has occurred more than once in the six (6) months preceding the date of the notice.

### **8.3 Rights in Addition to Other Remedies**

The rights contained in this clause shall be in addition to any and all rights and remedies for breach of contract or otherwise available to either Party.

## **9. END OF LICENCE**

### **9.1 The Licensee to yield up Licensed Area**

When this Licence ends, either at the end of the Term or termination pursuant to this Licence, the Licensee must peacefully yield up the Licensed Area in good condition, fair wear and tear excepted, and return to Council all keys and security devices relating to the Licensed Area.

### **9.2 Removal of improvements etc.**

- (a) The Licensee must during the last fourteen (14) days of the Term remove any chattels, fixtures, fittings, additions, signage and other branding it has stored on, erected or affixed to the Licensed Area during the Term, and the Licensee must make good any damage caused by the removal.
- (b) Any items not removed from the Licensed Area under sub-clause (a) of this clause shall be deemed abandoned and will become the property of Council.

- (c) If the Licensee's property becomes the property of Council in accordance with subclause (b) of this clause, then Council may, in its absolute discretion:
  - (i) retain the property;
  - (ii) dispose of the property, with the costs of such disposal to be wholly recoverable from the Licensee as a debt immediately due and owing.

#### 10. OPTION TO RENEW

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

#### 11. HOLDING OVER

- (a) If the Licensee remains in occupation of the Licensed Area after the expiration of the Term with the consent of Council, the Licensee becomes a monthly tenant. The Licensee must continue to pay the same amount of Licence Fee and other money under this Licence in accordance with this Licence.
- (b) The monthly tenancy created under sub-clause (a) will continue on the same terms of this Licence (so far as the terms can be applied to a monthly tenancy) until either party gives the other party one month's written notice terminating the tenancy. However, if the Licensee is in default, Council may give 72 hours written notice to the Licensee terminating the tenancy.

#### 12. GENERAL

##### 12.1 Assignment and other dealings

###### (a) Subletting and encumbering

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

- (i) sublet or in any manner part with possession of the Licensed Area; or
- (ii) mortgage or otherwise encumber the Licensee's interest in this Licence.

###### (b) Assignment

The Licensee must not assign this Licence without the prior written consent of Council provided that such consent will not be unreasonably withheld if:

- (i) the Licensee has, at least thirty (30) days before the proposed assignee intends to take possession of the Licensed Area pursuant to an assignment, makes a written request for the Council's consent together with:

- A. in relation to each proposed assignee:
  - I their full names and addresses;
  - II an up-to-date summary of assets and liabilities prepared by and signed by an accountant;
  - III any other information reasonably required by the Council to establish the proposed assignee's financial position; and
- (ii) the Licensee proves to Council's reasonable satisfaction that:
  - A. the proposed assignee is respectable, suitably qualified and capable of carrying on the Permitted Use and performing the obligations on the part of the Licensee under this Licence; and
  - B. the proposed assignee is of sufficiently substantial financial standing, having regard to both its net assets and revenue, that a reasonable person would consider that the proposed assignee is able to meet the Licensee's payment obligations under this Licence for the entire duration of the unexpired Term.
- (c) **Council's consent**

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

  - (i) the Licensee and the proposed assignee entering into a deed of consent with the Council in the form reasonably required by the Council;
  - (ii) the proposed assignee providing the Council with a guarantee and indemnity signed by the proposed guarantor in favour of the Council in the form required by the Council;
  - (iii) the Licensee and the proposed assignee complying with the Council's reasonable requirements in relation to the documentation of the intended assignment;
  - (iv) any default by the Licensee under this Licence arising up to the date of completion of the proposed assignment being remedied; and
  - (v) the Licensee paying to the Council the Council's reasonable legal costs of the giving of its consent.
- (d) **Change of Control**

If the Licensee is a corporation (which is neither listed nor wholly owned by a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited), a change in the effective control of the corporation is deemed to be an assignment of this Licence and the Licensee may not make that change unless it obtains the Council's prior written consent and complies with subclauses (b) and (c) (except for subclause (c)(i)) of this clause.

## 12.2 Native Title

The Parties acknowledge and agree that nothing contained in this Licence constitutes a future act for the purposes of the Native Title Act 1993 (Cth).

**12.3 No Security Interest**

The Parties agree and acknowledge that no Security Interest is created or contemplated by virtue of this Licence.

**12.4 Goods and Services Tax**

- (a) In this clause:
- “GST” means the same as in the GST Law; and
- “GST Law” means the same as “GST law” means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) A recipient of a taxable supply made under this Licence must pay to the supplier, in addition to the consideration for the taxable supply, any GST paid or payable by the supplier in respect of the taxable supply.
- (c) The recipient must pay the GST to the supplier:
- (i) if there is a due date for the consideration for the taxable supply, either on that date or within fourteen (14) days of receiving a tax invoice for the taxable supply whichever is the later; or
- (ii) if there is no due date, within fourteen (14) days of receiving a tax invoice for the taxable supply.
- (d) A Party's obligation to reimburse another Party for an amount paid or payable to a third party (for example a Party's obligation to pay another Party's legal costs) includes GST on the amount paid or payable to the third Party except to the extent that the Party being reimbursed is entitled to claim an input tax credit for that GST.
- (e) Each Party making a taxable supply under this document must issue a tax invoice to the other Party for each taxable supply within fourteen (14) days after the due date for payment of the consideration of the supply under this Licence.
- (f) Each Party must issue an adjustment note to the other Party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this document.

**12.5 Notices**

- (a) A notice required to be given by one party to another under this Licence is effectively served, if it is in writing and:
- (i) served personally or left for the Licensee at the Licensed Area;
- (ii) sent by email to the email address of the party in the Reference Schedule;
- (iii) left at or posted by registered post to the address of the party in the Reference Schedule.
- (b) A notice is taken to be given:
- (i) if served personally, on the day the notice is delivered if given by 4.00pm on that day, or if given after 4.00pm, the notice will take effect from the next Business Day.

- (ii) if posted, on the third day after posting.
  - (iii) if sent by email, at the time the email was transmitted by the sender, provided the sender does not immediately indicate a malfunction in the transmission.
- (c) A Party may only change their address for service by no less than 5 business days' notice to the other Party.

#### **12.6 Governing Law**

The laws of Queensland (and so far as applicable of the Commonwealth of Australia) shall govern this Licence and each Party hereby expressly accepts and acknowledges the jurisdiction of the Courts of Queensland and of Australia and all Courts to which appeals from those Courts may be taken.

#### **12.7 Further Instruments**

Council and the Licensee shall execute and deliver all such further agreements and other instruments, do all things and take any other action necessary to make this Licence fully effective, binding and enforceable as between them and as against third Parties.

#### **12.8 Headings**

Headings are inserted for convenience only and are not intended to govern the meaning of any of the provisions of this Licence.

#### **12.9 Waiver**

The waiver of any term or condition on any occasion shall not be deemed a waiver of such term or condition on any other occasion.

#### **12.10 Severance**

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

#### **12.11 Whole Licence**

This Licence constitutes the whole of the agreement between the Parties relating to the subject matter hereof.

#### **12.12 Amendment**

This Licence can only be amended, supplemented, replaced or novated by another document signed by the Parties.

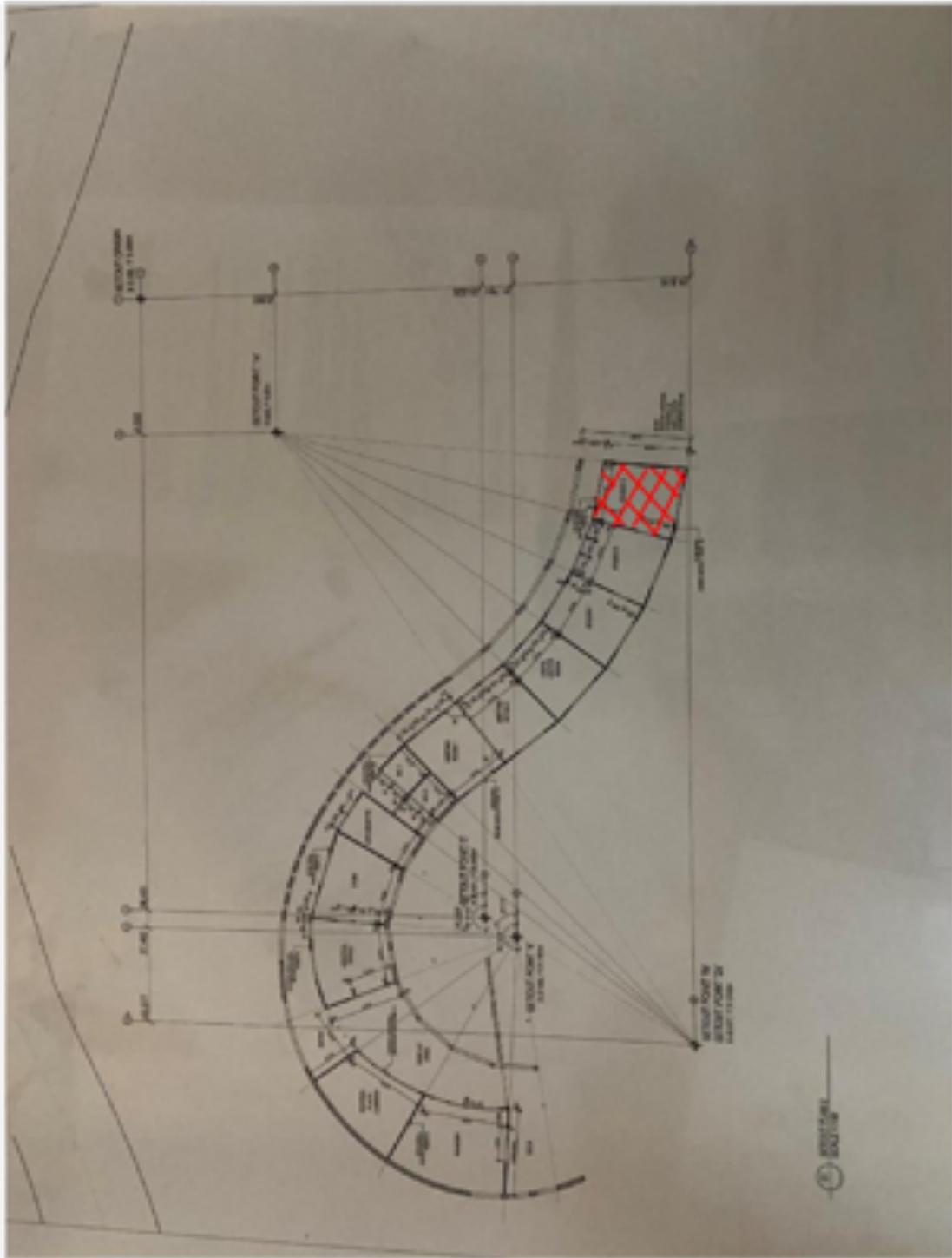
#### **12.13 Liability for Expenses**

- (a) Each Party must pay its own expenses subject to sub-clause (b) of this Clause.
- (b) The Licensee must pay the total legal costs incurred by Council on a solicitor and own client basis as a result of the negotiation, preparation and execution of this Licence.

**12.14 Counterparts**

This Licence may be executed in any number of counterparts and when executed communication of the fact of execution to the other parties may be made by sending evidence of execution by email.

**SCHEDULE 1  
PLAN OF LICENSED AREA**



**EXECUTED AS AN AGREEMENT**

---

SIGNED by the CHIEF EXECUTIVE OFFICER )  
 for and on behalf of the MAPOON )  
 ABORIGINAL SHIRE COUNCIL in the )  
 presence of: )  
 )  
 )  
 \_\_\_\_\_ )  
 Signature of Witness )  
 )  
 \_\_\_\_\_ )  
 Print Name )  
 )  
 \_\_\_\_\_ )  
 Date )

\_\_\_\_\_  
Chief Executive Officer

SIGNED for and on behalf of THE STATE OF )  
 QUEENSLAND (REPRESENTED BY )  
 DEPARTMENT OF ENERGY AND PUBLIC )  
 WORKS) by its duly authorised officer in the )  
 presence of: )  
 )  
 )  
 \_\_\_\_\_ )  
 Signature of Witness )  
 )  
 \_\_\_\_\_ )  
 Print Name )  
 )  
 \_\_\_\_\_ )  
 Date )

\_\_\_\_\_  
Signature of duly authorised signatory

\_\_\_\_\_  
Name of duly authorised signatory

\_\_\_\_\_  
Designation of duly authorised signatory

Royleen Wolski

**From:** Steve Linnane <ActingCEO@mapoon.qld.gov.au>  
**Sent:** Wednesday, 11 August 2021 10:27 AM  
**To:** Julian Bodenmann  
**Subject:** FW: Shop 1, Ground Floor, Red Beach Rd, Mapoon - Tenancy Agreement  
**Attachments:** Active\_Tenancy Agreement\_Red Beach Rd Mapoon Exp 30 June 2022.pdf

Julian  
 Could you please process this application [on behalf of Council] with the applicant to meet your costs



**Steve Linnane | Acting Chief Executive Officer**  
 Mapoon Aboriginal Shire Council

Red Beach Rd, Mapoon, Qld  
 PO Box 213, Weipa Qld, 4874  
 ABN: 150 939 247 05

M: 0418 197711

E: [ActingCEO@mapoon.qld.gov.au](mailto:ActingCEO@mapoon.qld.gov.au)  
 W: [www.mapoon.qld.gov.au](http://www.mapoon.qld.gov.au)

The information contained in this email is intended for the sole use of the intended recipient/s. If you are not an intended recipient/s or you have received this message in error, please immediately notify the sender and delete the message.

**From:** QSAD Leasing HPW <LeasingHPW@hpw.qld.gov.au>  
**Sent:** Monday, 9 August 2021 4:37 PM  
**To:** Nassem Chetty <mapoon.ceo@mapoon.qld.gov.au>  
**Subject:** Shop 1, Ground Floor, Red Beach Rd, Mapoon - Tenancy Agreement

Good afternoon,

We currently have a Tenancy Agreement at Shop 1, Ground Floor, Red Beach Rd, Mapoon which is expiring 30 June 2022.

We would like to negotiate a new 2 year Tenancy Agreement from 1 July 2022 plus a 1 x 2 year option.

Please confirm if Council would be agreeable to us negotiating a new Tenancy Agreement on this basis and advise your proposed rental rate from 1 July 2022.

I look forward to discussing this matter further with you.

Kind regards,



**Tim Hawes**  
 Lease Manager  
 Lease Management | Queensland Government Accommodation Office  
 Building Division | Department of Energy and Public Works  
 PH 07 3008 2841 | NB 0475 824 651 | [tim.hawes@epw.qld.gov.au](mailto:tim.hawes@epw.qld.gov.au)  
 Level 5 | 5/160 Albert Street | Brisbane

TENANCY AGREEMENT

1. Landlord Tenant

Mapoon Aboriginal Shire Council
Red Beach Road
Mapoon

The State of Queensland (represented by
Department of Housing and Public Works)

2. Description of Leased Premises

That part of a building having a Street address of Red Beach Road, Mapoon and within the Land and Sea Building, Mapoon QLD 4874 hatched in black as shown on the attached plan, if any, or described as office number 1. The Leased Premises comprises only the interior parts of the Building and do not include exterior surfaces of the Building.

2a. Inclusions

(insert description here e.g., Airphoon, table, chairs, chest of drawers, Ring cabinet or steel bar)

3. Term of Lease

Commencement date: 1 July 2020

Expiry date: 30 June 2022

4. Rental

See Reference Table

4. Nature of Tenant's Business

Offices for delivery of Queensland Government services

5. Grant/Execution

The Landlord leases the Leased Premises described in item 2 to the Tenant and the Tenant accepts the lease and acknowledges the amounts payable or other considerations for the Lease for the term stated in item 3 subject to the covenants and conditions contained in the attached Reference Table and Conditions.

Witnessing Officer

Louise M. Abenson (signature)

Louise M. Abenson (full name)

J.P. MAGISTRATE COURT (qualification)

REG. NO. 3953

Date

1/7/2020

Landlord's Signature

Signed for and on behalf of the MAPOON ABORIGINAL SHIRE COUNCIL

by Johanna Bayou Cully (full name)

(signature) Chief Executive Officer

Witnessing Officer

(signature)

(full name)

(qualification)



Date

3/7/2020

Tenant's Signature

Signed for and on behalf of

THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF HOUSING AND PUBLIC WORKS)

Grant Gilmour (full name)

(signature) Director, Lease Management

Government Accommodation Office

who is a duly authorized officer

(signature)

**Reference Table**

<b>Landlord name and notice details</b>	<p>Mapoon Aboriginal Shire Council</p> <p>Address: Rod Beach Road Street Mapoon QLD 4874</p> <p>Attention: Chief Executive Officer</p> <p>Telephone: (07) 4090 9124</p> <p>Facsimile: (07) 4090 9128</p> <p>Email: mapoon.accountants@mapoon.qld.gov.au</p>
<b>Tenant name and notice details</b>	<p>The State of Queensland (represented by Department of Housing and Public Works)</p> <p>Address: GPO Box 2457 Brisbane Qld 4001</p> <p>Attention: Director, Lease Management - Queensland Government Accommodation Office</p> <p>Facsimile: (07) 3008 2812</p> <p>Email: leasing@hpw.qld.gov.au</p>
<b>Nature of Tenant's Business</b>	Offices for delivery of Queensland Government services
<b>Rent</b>	\$17,250.00 from 1 July 2020 per annum exclusive of GST on a gross basis. This means that the Rental includes all costs of telecommunication, electricity and other utilities costs unless metered separately for the Leased Premises – refer clause 4.
<b>Review Date (for Rental and Commercial Service Fee)</b>	<p>Yearly on each anniversary of the Commencement Date and increased by 4%.</p> <p>The CPI clause does not apply.</p>
<b>Commercial Service Fee</b>	<p>\$94 per month + GST</p> <p>Per clause 4, this is a fixed contribution to all costs incurred by the Landlord for:</p> <ul style="list-style-type: none"> <li>• electricity supply to the Leased Premises or the building;</li> <li>• air-conditioning (if any);</li> <li>• telephone use;</li> <li>• use of consumables in fax machine or photocopier;</li> <li>• maintenance or repair of the Leased Premises, building or grounds.</li> </ul> <p>If the Leased Premises are separately leased for any of the above, then per Clause 4 the Tenant will pay metered costs as invoiced in addition to the Commercial Service Fee and the Rent.</p>
<b>Rental Payment Terms</b>	Monthly in advance (see clause 2)
<b>Option Term</b>	<p>Nil</p> <p><small>Amount of 2nd option or second option period (eg 3 years or 2 x 3 years)</small></p>

**Conditions**

**Term**

1. The Landlord lets the Leased Premises, together with the Inclusions described in Item 2a, to the Tenant for the Term and any extension thereof on an exclusive basis, and the Tenant may use the common Areas of the Building on a shared basis with other Tenants in the Building. The Landlord will properly maintain and in the case of damage, repair or replace, any of the Inclusions listed in Item 2a.

If the Tenant continues to occupy the Leased Premises after the term or any extension thereof with the Landlord's prior consent then the Tenant does so as a monthly Tenant on the same terms and conditions contained in this Lease and either party may terminate the monthly tenancy by giving to the other one month's notice expiring on any day.

In this clause, "Common Areas" means the areas which are available for shared use in the whole of the building, including shared ablution blocks, kitchen facilities and other areas.

**Rent Payment**

2. The Tenant must
  - (a) subject to clauses 2(b) and (c), pay the Rent and the Commercial Service Fee specified in Reference Table by equal monthly instalments in advance on the first day of each month;
  - (b) pay the first instalment on the commencement of this Lease;
  - (c) if the term of this Lease does not start on the first day of a month or does not end on the last day of a month, pay the first and last instalments apportioned on a daily basis; and
  - (d) subject to clauses 1(x), (b) and (c), pay all instalments as the Landlord directs.
3. The rent will be increased on each anniversary of the lease by 4%. To remove any doubt, if the option is exercised the rental will increase by this 4%.

**Services**

4. The Tenant agrees to pay the cost of electricity, internet and telephone services consumed in the Leased Premises if they are separately metered. In addition, the Tenant will pay the Commercial Service Fee.

**Rights and Obligations**

5. The Tenant is entitled to have quiet enjoyment of the Leased Premises.
6. The Tenant may only use the Leased Premises for the Tenant's business as stated in the Reference Table and must not use the Leased Premises for an illegal purpose; or cause a nuisance by use of the Leased Premises or interfere with the reasonable peace, comfort or privacy of any other occupant of the Business Service Centre.
7. The Landlord must keep the common areas on the Land clean and must maintain the Land, the building on the Land of which the Leased Premises form part ("the Building") and the services to or of the Building, Land or both provided by the Landlord or by any authority (including water, gas and electricity supply, air-conditioning, elevators and toilets) in a good state of repair at all times. The Tenant must keep the Leased Premises reasonably clean, having regard to their condition at the start of the occupancy and must not damage the Leased Premises, fair wear and tear excepted.
8. If the Tenant knows that the Leased Premises have been damaged, the Tenant must give notice of the damage to the Landlord as soon as possible. The Landlord will arrange for an approved repairer to fix the damage.

- 9. The Landlord may at all reasonable times enter into the Leased Premises to view the state of repair upon reasonable notice to the Tenant.
- 10. The Landlord will provide the Tenant with access keys to the Leased Premises.
- 11. The Landlord may, from time to time and acting reasonably, make rules for the use and occupation of the Building. The Tenant agrees to abide by those rules provided that the Tenant has reasonable notice of such rules and they are consistent with this Lease.
- 12. The Tenant must not transfer, assign or sublet its interest under this Lease without the consent of the Landlord, and such consent cannot be reasonably refused. The Tenant may at any time allow any department of the Tenant or an entity controlled by the Tenant to use the Leased Premises and no consent of the Landlord is needed if that occurs.
- 13. If the Tenant is in breach of this Lease, the Landlord may serve written notice on the Tenant to remedy the breach. If the Tenant does not remedy the breach within 30 business days of the Tenant's receipt of the notice, the Landlord may terminate this agreement and eject the Tenant from the Leased Premises.
- 14. The Tenant indemnifies the Landlord against any claim made because of
  - (a) damage to property or injury to persons in the Building and the Leased Premises caused by the Tenant's failure to comply with
    - (i) its obligations under this tenancy; or
    - (ii) any rules relating to the Building that are binding on the Tenant under clause 11;
  - (b) the Tenant's negligent use of any services;
  - (c) the overflow, leakage or escape of water, gas, electricity, fire or other substances from the Leased Premises caused or contributed to by the Tenant;
  - (d) the Tenant's failure to notify the Landlord of any defect in the Landlord's fire equipment, or property in the Leased Premises of which the Tenant knew or should have known;
  - (e) loss or damage to property; or injury to persons caused by the Tenant's negligent use of the Leased Premises; or
  - (f) injury to persons in the Leased Premises, unless the Landlord caused or substantially contributed to the injury because of its negligence or deliberate act.

**End of Lease**

- 15. The Tenant will upon the expiration or determination of the occupancy deliver up to the Landlord peaceably and quietly possession of the Leased Premises and return all keys, security passes and cards held by it or the Tenant's employees.
- 16. At the end of this Lease, the Tenant must comply with its obligations in clause 7.
- 17. Subject to clause 19, the Tenant may remove its property (including fixtures) from the Leased Premises during the last month of the term of this Lease.
- 18. The Tenant must repair any damage to the Leased Premises caused by removal of its property (including fixtures).
- 19. The Tenant may not remove its property (including fixtures) under clause 17 if that removal will
  - (a) require structural repairs to be made to the Building; or
  - (b) cause substantial damage to the Leased Premises.

20. If the Tenant does not remove its property (including fixtures) as permitted under clause 17, the property becomes the property of the Landlord.
21. The Tenant is not required to pay to the Landlord any costs associated with the removal or storage of the property referred to in clause 20 by the Landlord (including for any damage to the Leased Premises caused by the removal).
22. To remove any doubt, subject to clause 18, the Tenant is not required to make good or redecorate (including paint) the Leased Premises at the end of this Lease.

#### Dispute Resolution

23. Each party must follow the procedure below in relation to any disputes:
- (a) Any party claiming that a dispute has arisen under this Lease may give the other party to the dispute a notice which specifies the full particulars of the dispute.
  - (b) In the first instance, the Landlord and the Tenant shall agree to meet as soon as practicable and negotiate in good faith in an attempt to resolve the dispute.
  - (c) If the dispute is not resolved in accordance with subclause (b), either party, within 7 days of the meeting, may request the President of the Queensland Law Society to nominate a mediator who is of recognised high reputation and who has acknowledged familiarity with the matter referred to mediation, to provide mediation services in respect of the dispute.
  - (d) The Landlord and the Tenant agree to bear their own costs in relation to the negotiation, mediation and resolution of any dispute arising under this Lease.

24. Each party must pay their own expenses incurred in executing this Lease.

#### GST

25. In this Clause, the following definitions apply:

- A. "GST" has the same meaning in the GST Act.
- B. "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- C. "GST Law" means the GST Act and any associated legislation including without limitation delegated legislation.
- D. "Supply" has the same meaning as in the GST Law.
- E. "Tax Invoice" has the same meaning as in the GST Law.

All payments to be made by the Tenant under this Lease (including Rent) are calculated exclusive of GST.

If GST is or will be assessed on the provision of goods, services or any other Supply under this Lease, then the recipient of the Supply must pay the relevant GST amount (in addition to all payments whatsoever contracted to be made under this Lease) to the supplier, upon receipt of a valid Tax Invoice.

#### Damage and Destruction

26. If the Building is damaged by any cause so that the Tenant is unable to occupy, use or access the Leased Premises (or any part of them) for its business:

- (a) the Landlord may terminate this Lease by notice to the Tenant;
- (b) the Tenant may terminate this Lease by notice to the Landlord if:
  - (i) the Landlord has not substantially commenced restoring the Building within a reasonable time after the damage to the Building occurred (but no longer than 6 months); or
  - (ii) the Tenant is unable to occupy, use or access the Leased Premises for its business in a restored Building within a reasonable time after the damage to the Building occurred.

27. Termination of this Lease under clause 26 does not affect claims by the Landlord or the Tenant arising because of prior breaches of this Lease.

28. If this Lease is terminated under clause 26, the Tenant is not required to:

- (a) make good or repair the Leased Premises; or
- (b) remove any property from the Land.

29. Where the Building or the Leased Premises are wholly or partially unfit for occupation or use by the Tenant in its business or are unable to be accessed because of damage to the Building or to the Leased Premises, the Tenant's obligations to:

- (a) pay Rent and Commercial Service Fee (or a part of the Rent and the Commercial Service Fee, according to the extent of the damage); and
- (b) clean the Leased Premises,

are suspended.

30. The Landlord may not enforce the Tenant's obligations referred to in clause 28 (a) and (b) until the Building or the Leased Premises (as the case may be) have been restored to:

- (a) a condition fit for the Tenant's occupation, use and access; and
- (b) a standard not less than they were in at the commencement date of this Lease.

Clauses 25 to 30 do not apply if the damage to the Building or the Leased Premises is caused by the Tenant's negligence or deliberate act.

#### New Tenancy

31. Subject to clause 32, the Tenant may require the Landlord to grant the Tenant a new Lease for an option term provided for in the Referenced Table (if any).

32. To be able to exercise an option to renew this Lease, the Tenant must:

- (a) give notice of its exercise of the option to renew this Lease to the Landlord at least one month before the end of the term of the Lease; and
- (b) not be in breach of any term of this Lease at the time it gives the notice in clause 32(a).

33. The new tenancy created following the exercise by the Tenant of an option to renew this Lease will be on the same terms as this Lease except for the following terms:

- (a) the renewed term will be the period stated in the Reference Table;
- (b) the commencement date of the renewed term will be immediately after the date of the end of the term;

- (c) the expiry date will be the date that is the last day of the renewed term; and
- (d) the Rent and the Commercial Service Fee payable for the first year of the renewed term will be the amount calculated as if the commencement date were a Rent Review Date under clause 3;
- (e) Unless a remaining option is provided for in the referenced table, any provision for an option in the referenced table shall be deleted and so shall this clause 33.

34. If the Tenant exercises an option for renewal of this Lease, the parties will sign a new Lease for the renewed term, which will be prepared by the Tenant.

35. Each party will bear its own costs of preparation and signing of an instrument under clause 34.

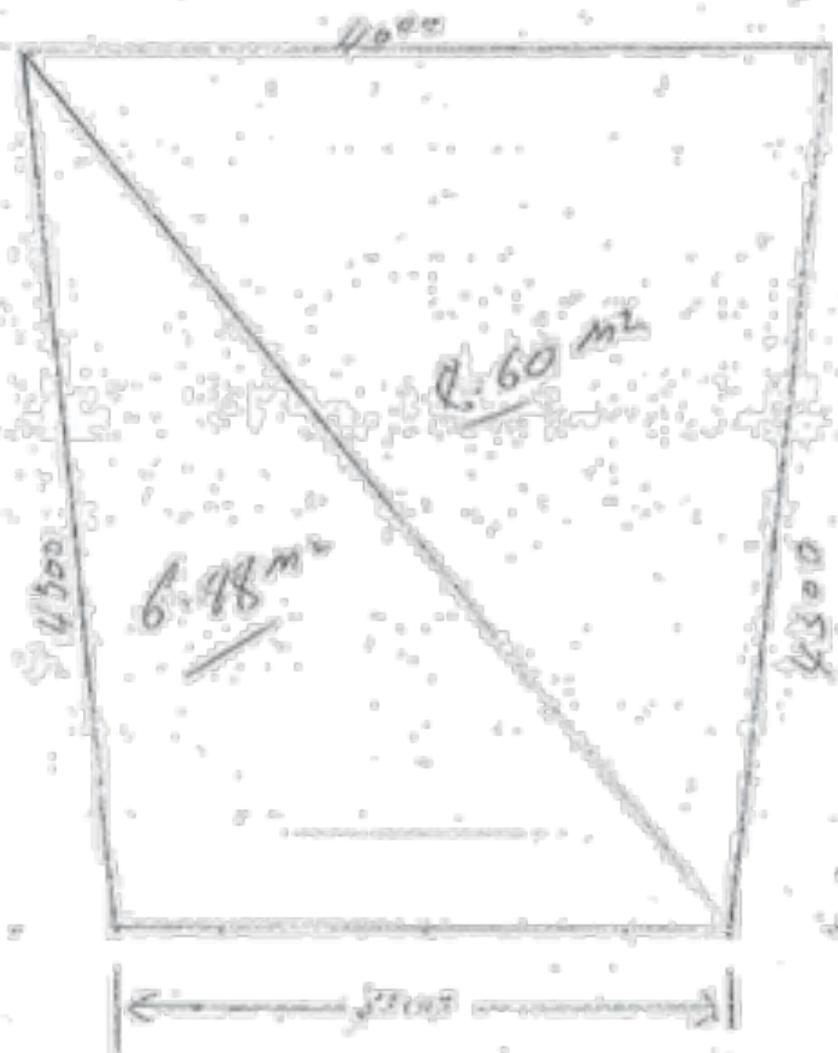
**Sale by Landlord**

36. If during the term of this Lease the Landlord disposes of its interest in the Leased Premises or any part of the Land, it must, before that disposal, obtain from the person to whom it intends to make that disposal a covenant stating that that person will be bound by the Landlord's obligations in the Lease, including the option/s for renewal in clauses 31 to 36 (if any), as if that person were the Landlord under this Lease.

Plan of Leased Premises

$A = \frac{1}{2} bh = \frac{1}{2} \times 6 \times 2 \times 4 = 3 \times 4 = 12 \text{ m}^2$

$A = \frac{1}{2} bh = \frac{1}{2} \times 5 \times 2.3 \times 4 = 2.15 \times 4 = 8.6 \text{ m}^2$



Room Area =  $15.48 \text{ m}^2$

PL10000

**8.2 COUNCILLOR'S PORTFOLIOS****Author:** Tim Rose, Acting CEO**Authoriser:** Tim Rose, Acting CEO**Attachments:** Nil**PURPOSE OF REPORT**

To advise Council of the need to revise the Allocation of Councillor's Portfolios.

**BACKGROUND**

Due to Cr Kiri Tabuai being recently elected to the Mapoon Aboriginal Shire Council it is appropriate to review the current allocation of Portfolios, which is included below.

Portfolio Allocation	Cr Braun	Cr de Jersey	Cr Tabuai	Cr Hudson	Mayor Addo
Committee Member for the WCCCA (including Northern Trust)	Proxy	-	-	Portfolio	-
Alcan Ely Bauxite Mine Trust	-	-	Proxy	Portfolio	-
Land & Sea (MASC Seat on MILSAC)	Proxy	Portfolio	-	-	-
Enterprise Development	Portfolio	-	-	-	Proxy
Education (including P&C Representation)	Portfolio	Proxy	-	-	-
Community Safety, Justice	-	Portfolio	Proxy	-	-
Housing, Health & Aged Care	Proxy				Portfolio
Community Services (including Arts, Sports & Rec, Youth, Men's & Women's Group)	-	Proxy	Portfolio	-	-
Social Events	Portfolio	Portfolio	Portfolio	Portfolio	Portfolio
Emergency Services	Proxy	-	-	-	Portfolio

**RECOMMENDATION**

That Council's revised list of Portfolio Allocations are adopted as amended by Council on Monday the 19<sup>th</sup> of September.

**8.3 COMMUNITY STORE**

**Author:** Tim Rose, Acting CEO

**Authoriser:** Tim Rose, Acting CEO

**Attachments:** Nil

**PURPOSE OF REPORT**

The Purpose of this report is to discuss the future operations of the community store.

**BACKGROUND**

The community store has been owned and operated by the Mapoon Aboriginal Shire Council for a considerable time and before that it was community run for a long period of time. Council is currently in the process of building a new store so that it can expand and provide a better service to the community. Council as part of the process has invited Community Enterprise Queensland who currently run 19 IBIS Stores across the Cape and the Gulf to address Council to outline how our store might benefit from being part of their group.

**DISCUSSION**

The Executives of the Community Enterprise Group including the Chair Vonda Malone, CEO Ian Copeland, and General Manager – Stakeholder Engagement Fred Gela will be making a presentation to Council at 11.00 am. Following this presentation Council can have a discussion regarding the merits of tendering out the operations of the store once the new store is constructed.

Subject to Council Resolution a draft lease contract will be prepared by Preston Law.

**RECOMMENDATION**

That Council,

1. Under section 228 of the Local Government Act Council invite Tenders from suitably Qualified providers to Lease and operate the new Mapoon Store to be located on the corner of Wheeler and Bond Streets, Mapoon.

**9 CORRESPONDENCE IN**

Nil

**10 CORRESPONDENCE OUT**

Nil

**11 NEXT MEETING DATE**

Proposed date for next meeting: 19 October 2021

**12 CLOSE MEETING**