



AGENDA

Ordinary Council Meeting

Tuesday, 19 September 2023

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

Date: Tuesday, 19 September 2023

Time: 9:00am

Location: Mapoon Aboriginal Shire Council Chambers

**Tom Smith
CEO**



NOTICE OF AN ORDINARY MEETING OF COUNCIL

(Local Government Regulation 2012 Chapter 8 Administration Part 2 Local Government Meetings and Committees (s 254B and s 254C).

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

Date: Tuesday, 19 September 2023

Time: 9:00am

Location: Mapoon Aboriginal Shire Council Chambers

Yours faithfully,

Tom Smith
Chief Executive Officer

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	Nil	

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1 OPEN MEETING**2 LEAVE OF ABSENCE AND APOLOGIES****3 CONFLICTS OF INTEREST AND COUNCILLOR OBLIGATIONS**

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

DECLARABLE CONFLICTS OF INTEREST**PRESCRIBED CONFLICTS OF INTEREST****REGISTERS OF INTEREST**

4 CONFIRMATION OF MINUTES

4.1 MINUTES OF THE COUNCIL HELD ON 15 AUGUST 2023

Author: Trevina Butler, Office Manager

Authoriser: Tom Smith, CEO

Attachments: 1. Minutes of the Council held on 15 August 2023

HEADING

[Type text here](#)

RECOMMENDATION

1. That the Minutes of the Council held on 15 August 2023 be received and the recommendations therein be adopted.



MINUTES

Ordinary Council Meeting

Tuesday, 15 August 2023

**MINUTES OF MAPOON ABORIGINAL SHIRE COUNCIL
ORDINARY COUNCIL MEETING
HELD AT THE MAPOON ABORIGINAL SHIRE COUNCIL CHAMBERS
ON TUESDAY, 15 AUGUST 2023 AT 9:00AM**

PRESENT: Mayor Aileen Addo (Chair), Cr Dawn Braun, Cr Janelle Ling

IN ATTENDANCE: Chief Executive Thomas Smith

Executive Manager Finance – Elzebie Groenewald – Item 8.4

Executive Manager Infrastructure & Works – Victor Mills – Item 8.5

Executive Manager Community Development – Kiri Tabuai – Item 8.6

1 OPEN MEETING

The meeting commenced at 9:04 am.

2 LEAVE OF ABSENCE & APOLOGIES

- Cr Cameron Hudson
- Deputy Mayor Daphne de Jersey

RESOLUTION C135/23

Moved: Cr Braun

Seconded: Cr Ling

That Council receive and accept the apology from Deputy Mayor Daphne de Jersey for the Ordinary Council Meeting August 2023.

CARRIED

RESOLUTION C136/23

Moved: Cr Braun

Seconded: Cr Ling

That Council receive and accept the apology from Cr Cameron Hudson and grant a leave of absence for the Ordinary Council Meeting August 2023.

CARRIED

3 CONFLICTS OF INTEREST AND COUNCILLOR OBLIGATIONS

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

DECLARABLE CONFLICTS OF INTEREST

Pursuant to Sections 150EN - 150ET of the Local Government Act 2009, no Declarable Conflict of Interests were made relating to this meeting.

PRESCRIBED CONFLICTS OF INTEREST

Pursuant to Sections 150EG - 150EM of the Local Government Act 2009, no Prescribed Conflict of Interest were made relating to this meeting.

REGISTERS OF INTEREST

Councillors were reminded of their obligation to keep their Registers of Interests and Related Parties Disclosures updated.

NIL

4 CONFIRMATION OF MINUTES

4.1 SPECIAL COUNCIL MEETING 13TH JULY 2023

RESOLUTION C137/23

Moved: Cr Braun

Seconded: Cr Ling

That the Minutes of the Special Council Meeting 13th July 2023, be confirmed and accepted as a true and correct record.

CARRIED

4.2 ORDINARY COUNCIL MEETING 18TH JULY 2023

RESOLUTION C138/23

Moved: Cr Ling

Seconded: Cr Braun

That the Minutes of the Ordinary Council Meeting held on 18th July, 2023 be confirmed and accepted as a true and correct record.

CARRIED

4.3 SPECIAL COUNCIL MEETING 31STTH JULY 2023**RESOLUTION C139/23**

Moved: Cr Ling

Seconded: Cr Braun

That the Minutes of the Special Council Meeting 31st July 2023, be confirmed and accepted as a true and correct record.

CARRIED

5 MATTERS ARISING FROM THE MINUTES

Special Council Meeting 13th July 2023 - Nil

Ordinary Council Meeting 18th July 2023 - Nil

Special Council Meeting 31st July 2023 - Nil

6 CONFIDENTIAL REPORTS

Nil

7 MAYOR AND COUNCILLOR REPORTS**RESOLUTION C140/23**

Moved: Cr Braun

Seconded: Cr Ling

That Council receives and notes the Mayor and Councillor Reports.

CARRIED

8 OPERATIONAL REPORTS**8.1 CEO MEETINGS FOR THE MONTH OF JULY 2023****PURPOSE OF REPORT**

To outline the meetings attended by the CEO on behalf or as a representative of Council.

RESOLUTION C141/23

Moved: Cr Dawn Braun

Seconded: Cr Janelle Ling

That Council receives and notes the CEO Meetings Report.

CARRIED

8.2 COUNCIL APPROVAL FOR CEO TO PAY INVOICE FROM LGM ASSETS

PURPOSE OF REPORT

Authorisation required from Council for the CEO to pay the tax invoice from LGM Assets for this Financial year's insurance premium for all assets and liabilities.

RESOLUTION C142/23

Moved: Cr Janelle Ling

Seconded: Cr Dawn Braun

That Council resolves to authorise the CEO to pay the outstanding invoice for LGM Assets for \$393,395.79 GST inclusive.

CARRIED

Council meeting stopped at 10am to meet with delegation from Aboriginal and Torres Strait Island Local Government Environment Service & Support Program until 10.45am.

Cr Janelle Ling left the meeting at 10.27am.

Cr Janelle Ling re-entered the meeting at 10.47am.

Council meeting recommenced at 10.47 am.

8.3 BUSINESS PROPOSAL'S FROM CEQ FOR THE OLD AND NEW STORE FOR CONSIDERATION BY COUNCIL

PURPOSE OF REPORT

On the 28th of July I had a meeting with Randell Crabbe and Andrew Hepworth from Community Entity Queensland to discuss the old and new store options that they had been developing and supplied for Council consideration.

RESOLUTION C143/23

Moved: Cr Janelle Ling

Seconded: Cr Dawn Braun

That for the old Store.

- That Council endorse - CEQ assume operation of the existing Mapoon store under agreement with MASC.
CEQ would fit-out, set-up, and operate store as a CEQ entity.
- Equipment supplied and utilised in existing store could be transferred to the new store.

CARRIED

RESOLUTION C144/23

Moved: Cr Braun

Seconded: Cr Ling

And for the new Store.

- That Council endorse - CEQ assume operation of the existing store under agreement with MASC.
CEQ would fit-out, set-up, and operate store as a CEQ entity.
- Both options will Require Board and Ministerial approval.

CARRIED

Council Meeting stopped for morning tea 11:05am.

Council Meeting recommenced at 11:26am.

8.4 EXECUTIVE FINANCE MANAGER JULY 2023 FINANCE 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 C145/23

Moved: Cr Dawn Braun

Seconded: Cr Janelle Ling

That Council receives and notes the Financial Reports for the Financial Period July 2023.

CARRIED

RESOLUTION C146/23

Moved: Cr Ling

Seconded: Cr Braun

That Council receives and notes the QAO 2023 Interim Audit Report.

CARRIED

8.5 EXECUTIVE MANAGER OF INFRASTRUCTURE AND WORKS REPORT**PURPOSE OF REPORT**

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

RESOLUTION C147/23

Moved: Cr Dawn Braun

Seconded: Cr Janelle Ling

That Council receives and notes the Report of the Executive Manager of Infrastructure and Works.

CARRIED

Council Meeting stopped for lunch break at 12:59pm.

Council Meeting recommenced at 1:30pm.

8.6 COMMUNITY DEVELOPMENT**PURPOSE OF REPORT**

Present Council with a report of program performance and operational actions for the month of July.

RESOLUTION C148/23

Moved: Cr Janelle Ling

Seconded: Cr Dawn Braun

That Council receives and notes the report of Executive Manager of Community Development.

CARRIED

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

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

RESOLUTION C149/23

Moved: Cr Janelle Ling

Seconded: Cr Dawn Braun

That Council receives and notes the report of Executive Manager of Environmental Services, Land and Sea and Parks and Gardens.

CARRIED

8.8 WHS REPORT FOR JULY 2023**PURPOSE OF REPORT**

To Update Council with any issues or outcome for the month of July regarding WHS within the Council organisation.

RESOLUTION C150/23

Moved: Cr Dawn Braun

Seconded: Cr Janelle Ling

That Council receives and notes the Report of the Workplace Health and Safety Officer.

CARRIED

8.9 GRANTS IN PROGRESS FOR THE MONTH OF JULY 2023**PURPOSE OF REPORT**

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

RESOLUTION C151/23

Moved: Cr Janelle Ling

Seconded: Cr Dawn Braun

That Council receive and note the Report of the Grants Manager.

CARRIED

At 12:14pm, Cr Janelle Ling left the meeting.

At 12:16pm, Cr Janelle Ling returned to the meeting.

8.10 RELATED PARTY DISCLOSURE POLICY AND RELATED PARTY DISCLOSURE FORM KEY MANAGEMENT PERSONNEL**PURPOSE OF REPORT**

Related Party Disclosure Policy.

RESOLUTION C152/23

Moved: Cr Janelle Ling

Seconded: Cr Dawn Braun

That Council resolves to adopt the MASC Related Parties Disclosure Policy V1 August 2023.

CARRIED**8.11 CONFLICT OF INTEREST POLICY****PURPOSE OF REPORT**

Conflict of Interest Policy

RESOLUTION C153/23

Moved: Cr Dawn Braun

Seconded: Cr Janelle Ling

That Council resolves to adopt the MASC Conflict of Interest Policy V1 Aug 2023.

CARRIED

8.12 GOVERNANCE ACCEPTABLE REQUEST GUIDELINES**PURPOSE OF REPORT**

Present to Council reviewed Acceptable Request Guidelines.

RESOLUTION C154/23

Moved: Cr Janelle Ling

Seconded: Cr Dawn Braun

That **COUNCIL RESOLVES** pursuant to section 170A(7) of the *Local Government Act 2009*, to adopt the Acceptable Request Guidelines attached to this report.

CARRIED

8.13 HOUSING REPORT FOR JULY 2023**PURPOSE OF REPORT**

Present to Council Department of Housing Mapoon Housing Delivery Report.

RECOMMENDATION

That Council receives and notes the Department of Housing – Mapoon Housing Delivery Report.

NOTED

8.14 RFQ FOR SUPPLY OF PROJECT MANAGEMENT SERVICES FOR THE RECONSTRUCTION OF MAPOON ESSENTIAL PUBLIC ASSETS – 2022/2023 MONSOON - AECOM PROPOSAL**PURPOSE OF REPORT**

Present to Council a recommendation for the engagement of a project management company (AECOM) to be responsible for delivery of the Mapoon Essential Public Assets - 2022/2023 monsoon season. Works include full delivery of tender, civil contractor recommendation and full-time site supervision.

RESOLUTION C155/23

Moved: Cr Janelle Ling

Seconded: Cr Dawn Braun

That Council resolves to award the contract of services for the Reconstruction of Mapoon Essential Public Assets 2022/2023 Monsoon Season to AECOM (Option 2) – total contract amount

of \$284,460.00 GST inclusive. Furthermore Council notes that all Queensland Reconstruction Authority (QRA) Reporting will be completed within required timeframes and all costs for the program will be covered under Disaster Recovery Funding Arrangements (DRFA) Funding.

CARRIED

9 ANY OTHER BUSINESS

9.1 Appointment of Interim Deputy Mayor

PURPOSE OF REPORT

Mayor Addo & CEO have received notification from Deputy Mayor Daphne de Jersey of intention to resign as a Councillor effective 23rd August 2023.

Mayor Addo will be away from community between the from 17th August to 11th September.

Pursuant to section 165 (1) (b) of the Local Government Act as the Councillor departing will be Acting Mayor in the absence of Mayor the Council will need to elect a new Deputy Mayor.

A Special Council Meeting is to be held for the election of the new Deputy Mayor on Tuesday 12th September.

In the Mayor's absence from community it is proposed Council appoint an Interim Deputy Mayor between 23rd August and 11th September given the Mayor and Council's requirements for support during the period of absence.

RESOLUTION C156/23

Moved: Cr Ling

Seconded: Mayor Addo

That Council pursuant to section 165 Local Government Act 2009 resolves to appoint Cr Dawn Braun as Interim Deputy Mayor for the period 23rd August to 11th September during the period of absence from community of the Mayor.

CARRIED

9.2 Changes to Corporate Structure – Community Development Department**PURPOSE OF REPORT**

Council has reviewed the Corporate Structure - Community Development Department. The proposed new structure aligns to the current and future workforce placements to safeguard continuity within the Department.

RESOLUTION C157/23

Moved: Cr Ling

Seconded: Cr Braun

That Council receives, notes and endorses the proposed changes to the Corporate Structure – Community Development.

CARRIED**10 CORRESPONDENCE IN****10.1 CORRESPONDENCE FROM MIKE KAISER – DIRECTOR GENERAL – DEPARTMENT OF STATE DEVELOPMENT, INFRASTRUCTURE, LOCAL GOVERNMENT AND PLANNING****PURPOSE OF REPORT**

To inform Council that the State Government Financial Aid (SGFA) is being replaced with the Indigenous Councils Funding Program (ILCP).

RECOMMENDATION

That Council receives and notes the correspondence from Director General Mike Kaiser – Department of State Development, Infrastructure, Local Government and Planning.

NOTED**11 CORRESPONDENCE OUT**

Nil

12 NEXT MEETING DATE

Date of next Ordinary Council Meeting - 19 September 2023.

13 CLOSE MEETING

The Meeting closed at 3:16pm.

The minutes of this meeting shall be confirmed at the Ordinary Council Meeting to be held on 19 September 2023.

.....

CHAIRPERSON

4.2 MINUTES OF THE SPECIAL COUNCIL HELD ON 13 SEPTEMBER 2023

Author: Trevina Butler, Office Manager

Authoriser: Tom Smith, CEO

Attachments: 1. Minutes of the Special Council held on 13 September 2023

RECOMMENDATION

1. That the Minutes of the Special Council held on 13 September 2023 be received and the recommendations therein be adopted.



MINUTES

Special Council Meeting

Wednesday, 13 September 2023

**MINUTES OF MAPOON ABORIGINAL SHIRE COUNCIL
SPECIAL COUNCIL MEETING
HELD AT THE MAPOON ABORIGINAL SHIRE COUNCIL CHAMBERS
ON WEDNESDAY, 13 SEPTEMBER 2023 AT 1 PM**

PRESENT: Mayor Aileen Addo (Chair), Cr Dawn Braun, Cr Cameron Hudson, Cr Janelle Ling
IN ATTENDANCE: Tom Smith (CEO), Kelli Leatham (Executive Manager Environmental Services), Victor Mills (Executive Manager Infrastructure & Services), Trevina Butler (Office Manager)

1 OPEN MEETING

2 LEAVE OF ABSENCE

Nil

3 OPERATIONAL REPORTS

3.1 ACTING

MAYOR

COUNCILLOR DEPARTED IS THE COUNCIL'S ACTING MAYOR, THE COUNCIL NEED TO ELECT A NEW DEPUTY MAYOR UNDER THE ACT.

PURPOSE OF REPORT

Acting Mayor

Councillor departing is the Council's Acting Mayor (please refer to section 165(1)(b) of the *Local Government Act 2009* (the Act)). The council will need to elect a new Deputy Mayor.

RECOMMENDATION

That Councillors nominate who should hold the position of Acting Mayor for the remainder of the term up to the next Local Government elections in March 2024.

This is a requirement under section 165(1)(b) of the *Local Government Act 2009* (the Act)). The council will need to elect a new Deputy Mayor.

4 CORRESPONDENCE

5 NEXT MEETING DATE

Proposed date for next meeting: 19 September 2023

6 CLOSE MEETING

The Meeting closed at [enter time](#).

The minutes of this meeting were confirmed at the Ordinary Meeting of the Mapoon Aboriginal Shire Council held on 19 September 2023.

.....

CHAIRPERSON

5 MATTERS ARISING FROM THE MINUTES

6 CONFIDENTIAL REPORTS

Nil

7 MAYOR AND COUNCILLOR REPORTS**7.1 MAYOR AND COUNCILLORS REPORT FOR SEPTEMBER 2023**

Author: Trevina Butler, Office Manager

Authoriser: Tom Smith, CEO

Attachments: Nil

PURPOSE

The Mayor and Councillors reported on the following meeting/events:

Mayor Aileen Addo

Details to be provided at the meeting.

Interim Deputy Mayor Dawn Braun

Details to be provided at the meeting.

Cr Cameron Hudson

Details to be provided at the meeting.

Cr Janelle Ling

Details to be provided at the meeting.

RECOMMENDATION

That the Mayor and Councillor reports be received and noted.

8 OPERATIONAL REPORTS

8.1 CEO MEETING FOR THE MONTH OF AUGUST

Author: Tom Smith, CEO

Authoriser: Tom Smith, CEO

Attachments: Nil

PURPOSE OF REPORT

To outline the CEO meetings on behalf of or as a representative of Council.

DISCUSSION

When	Who	Discussion topic
15 th August 2023		Council meeting
21 st August 2023	QBuild	Government framework
21 st August 2023	Kalair McArthur	Feral Pig Drone Program
22 nd August 2023	NIAA	Age care, childcare and new store
24 th August 2023	Torres and Cape Health service	Changes to health, upgrade to clinic and new accommodation
28 th August 2023	CEQ	Discuss CEQ store opportunity with CEQ Ceo.
28 th August 2023	LA3 Architects	Discuss old Mapoon Mission
30 th August 2023	QBuild public works	JOM
31 st August 2023	DSDSATSIP	Mapoon Technical Working Group meeting
1 st September 2023	CHDE	Capital Housing Group
4 th September 2023	Police Commissioner	Police forum
5 th September 2023	Police Commissioner	Police forum
6 th September 2023	DSDSATSIP	Indigenous Council Sustainability Project - Council Co-design Workshop
7 th September 2023	TCICA	Various topics
12 th September 2023	LTC	Various topics
13 th September 2023	DSDILGP	Liquidity Review key observations
13 th September 2023	Barb Schmidt	Age care
14 th September 2023	ITP (Queensland Government)	Regional Futures Collaborative Projects Program Webinar
18 th September 2023	CHDE	Mapoon - capital housing programs and future investment

RECOMMENDATION

That Council receives and notes CEO Meetings Report

8.2 RFQ FOR SUPPLY OF NEW BACKHOE MACHINE ADOPTED IN THIS YEARS BUDGET FOR REPLACEMENT

Author: Tom Smith, CEO
Authoriser: Tom Smith, CEO
Attachments: 1. Quotes for new Backhoe [↓](#)

PURPOSE OF REPORT

Present to Council recommendation for supplier for the procurement of a new Backhoe machine.

BACKGROUND

Council Went out to market went out to secure quotes from recommended suppliers of plant and machinery on the Local Buy/ Vendor panel platform, the RFQ was ran and numerous companies were approached.

DISCUSSION

On the Closing of the Tender Council received only 3 suppliers willing to quote of supply and delivery of a new replacement Backhoe.

Supplier quotes with inclusions are in the attachments, on review of the three quotes supplied the more informative and complete quote and best value for money was from Brown and Hurley Agriculture and delivered to transport once ready.

Supplier	Quoted Price for supply of new Backhoe machine
Brown and Hurley Agriculture	Case 580SN Backhoe \$219,000.00
Hastings Deering	Cat 428 07A Backhoe loader \$238,700.00
Honeycombes sales and service	JCB 3CX PRO \$261,162.00

RECOMMENDATION

That Council award the contract to Brown and Hurley Agriculture for the supply of a new Case 580SN backhoe.

Contract Amount of \$219,000.00 GST inc and authorise the CEO to Issue a Purchase order on behalf of the Council.

Brown and Hurley
 ABN: 66 010 732 966
 682 Bruce Highway, Woree
 QLD 4868



Mapoon Aboriginal Shire Council

Date: 11/08/2023

Mapoon QLD 4874

Dear Mapoon Aboriginal Shire Council

Thank you for the opportunity to quote on the supply of your new agricultural machinery. At Brown and Hurley Agriculture we pride ourselves on providing quality products and superior aftersales support. We look forward to being able to assist you with your purchase.

Description	Price Exc GST
CASE 580SN Backhoe	\$ 199,090.91
4 Cylinder 96Hp Diesel Engine	
4 Speed Powershift Transmission	
Pilot Control Centre Mount Backhoe with Extendable Dipper	
4 Wheel Drive	
Hydraulic Bucket Coupler with 4 in 1 bucket and Pallet forks	
Larger Tyre Upgrade	
GME UHF Radio	
Tinted Windows	
AUX Hydraulics	
Deluxe Air-Conditioned Cab	
Air Suspension Seat With Canvas Seat Cover	
Bucket Combo: 300mm, 450mm GP and 1800mm Mud Bucket	
Pre-Cleaner, Fire Extinguisher, Registration, LED Amber Beacons	
Made In USA 3 Year 3000 Hour Warranty	
Under Body Rust Proofing and Service Kit	
On Site Machine Induction	
Sub Total	\$ 199,090.91
GST	\$ 19,909.09
Total Inc GST	\$ 219,000.00
TOTAL Inc GST	\$ 219,000.00

We trust that this quotation meets with your approval. If you should have any questions, please do not hesitate to contact me.

Kind Regards,

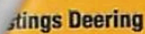
Andrew Lyons Salesperson

Brown and Hurley Agriculture

(07) 4044 4400 0410 426 466

andrew.lyons@brownandhurley.com.au

Every attempt has been made to accurately describe and price components. However we reserve the right to alter prices and descriptions without notice. This Quotation is private and confidential and intended only for the addressee. The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, re-transmission, disclosure, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If this quotation was mistakenly delivered to you please notify the Sender on 0429 554 487 and delete/destroy this quotation. Thank you for your co-operation, This is not a tax invoice.




174582-01
Aug 28, 2023

FRONT AND REAR WINDSHIELD WIPERS
AND WASHERS
LEFT AND RIGHT SIDE DOORS WITH LOCKS
AND OPENING WINDOWS
LOCKABLE STORAGE
TILT STEERING COLUMN
AIR SUSPENSION FABRIC SEAT
WITH 50MM SEAT BELT

WORKLIGHTS, 4 FRONT & 4 REAR
OPENING REAR SIDE WINDOWS
INTERNAL POWER SOCKET (12V)
RADIO READY HEADLINER
VANDAL GUARD
VISOR (PERFORATED)
2 EXTERNAL BEACON SOCKETS
STEERING WHEEL KNOB

FLUIDS

ANTIFREEZE - EXTENDED LIFE COOLANT

30C (-20F)

OTHER STANDARD EQUIPMENT

STANDARD STORAGE BOX
TRANSPORT TIE-DOWN POINTS
GROUND LINE FILL FUEL TANK WITH
160L (42.3 GAL) CAPACITY & 19L (5 GAL)
DIESEL EXHAUST FLUID
RUBBER IMPACT STRIPS ON RADIATOR

GUARD
CD-ROM PARTS MANUAL
SAFETY MANUAL
OPERATIONS AND MAINTENANCE MANUAL
LOCKABLE HOOD
TIRE VALVE STEM PROTECTION

MACHINE CONFIGURATION

428 07A BACKHOE LOADER CFG1
PT, AWD/2WS AUTOSHIFT, PILOT
PREP PACKAGE, EN474, PILOT
STICK, EXT, 4.3M, PILOT, LP
LINKAGE, LIFT, 4.3M, WITH HBCV
ENGINE, 70KW, C4.4 DITA, S3A
SOUND SUPPRESSION, EU, 102 DB
LINES, TWO-WAY, 4.3M E-STICK
HYD, MP, PILOT, 5FNC/7BNK, LKS
LOADER BUCKET PINS
BKT-MP, 1.03M3, PO, BRKTS+BOCE
LIGHTS, ROADING, LH DIP
CAB, DELUXE
WORKLIGHTS (8) HALOGEN LAMPS
SEAT, DELUXE FABRIC
AIR CONDITIONER, S3
TIRES, 12.5 80-18/16.9 28, MX
DRIVE ARRANGEMENT, STD TIRES
COUNTERWEIGHT, NONE
FRAME, STANDARD

SENSOR, PRESSURE, YELLOW
RIDE CONTROL
AUTO-UP STABILIZERS
PRODUCT LINK, CELLULAR, PLE643
GUARD, DRIVESHAFT
STABILIZER PADS, STREET
FENDERS, FRONT 4WD
LINES, HYD CPLR 4.3M EXT
COUPLING NONE
CERTIFICATE OF ORIGIN, ENGLISH
F97 LIFTING CERTIFICATE
PACK, ROLL ON/ROLL OFF BY SEA
RUST PREVENTATIVE APPLICATOR
COUPLER NONE
FENDERS, REAR EXTENSIONS
PLATE, LICENCE, LIGHTED/FOG
CATERPILLAR HD DIGGING BUCKET 305MM 0.08M3
CATERPILLAR HD DIGGING BUCKET 457MM 0.12M3
CATERPILLAR HD DIGGING BUCKET 762MM 0.23M3
CATERPILLAR MUD BUCKET 1500MM BOCE

Hastings Deering

174582-01
Aug 28, 2023**DEALER PROVIDED FEATURES**

ASSEMBLE - MACHINE
 TEST FIT ATTACHMENTS / BUCKETS
 BUCKET X 3 - DETAIL - AUTO GROOMERS
 2 X FIXED LED BEACONS
 DETAIL MACHINE - AUTO GROOMERS
 ACTIVATE PRODUCT LINK SYSTEM
 PRECLEANER - TURBINE TYP
 WINDOW TINT - T35 SOLAR (MAXITINT)
 .INSTALL GREY CANVAS SEAT COVER
 INSTALL - 2 WAY RADIO UHF TX4500
 INSTALL - REGISTRATION NUMBER PLATES
 QUEENSLAND CONDITIONAL REGISTRATION

PRODUCT SUPPORT LITERATURE - PDF O&M
 PRODUCT SUPPORT LITERATURE - PDF PARTS
 PRODUCT SUPPORT LITERATURE - PDF SERVICE
 RUST PROOFING & MACHINE CLEAR COAT
 FULL SET OF FILTERS & BELTS FOR 428
 DELIVERY TO HASTINGS DEERING CAIRNS
 255-9086 FORK GP - ROLL O
 1.5KG FIRE EXTINGUISHER - CAB
 4.5KG FIRE EXTINGUISHER - EXTERNAL
 REMOVE AM/FM RADIO
 INSTALL - 4855303 CAT QUICK COUPLER
 AUX HYD COUPLERS ON BACKHOE

PRICING INFORMATION

SELL PRICE

SUBTOTAL

INVOICE TOTAL

Ex GST	GST	Incl GST
\$217,000.00	\$21,700.00	\$238,700.00
\$217,000.00	\$21,700.00	\$238,700.00
		\$238,700.00



"North Queenslanders proudly serving North Queenslanders"

QUOTATION

Quotation For:

Mapoon Shire Council
Red Beach Road
Mapoon
4874

Scope of Supply	Quantity	Price Excluding GST	Line Total Excluding GST
JCB 3CX PRO	1	237420.70	237420.70
Total Scope of Supply			237420.70
GST TOTAL			23742.07
Total Price Including GST			261162.77

INCLUSIONS

300, 450, 600, 800MM GENERAL PURPOSE BUCKETS
1000MM MUD BUCKET
HYDRAULIC QUICK HITCH (EXCAVATOR ARM)
CANVAS SEAT COVERS
TINT
GME UHF
JCB FIRST SERVICE KIT & USB WITH PARTS & WORKSHOP MANUALS
REGISTRATION
RUST PROOFING
DELIVERY TO MAPOON & INDUCTION ON MACHINE
STANDARD ROLL-OVER FORKS (1500KG)
4-IN-1 BUCKET

OPTIONAL EXTRA'S (AS PROVIDED TO PREVIOUS COUNCILS)

2 TON PALLET FORKS & QUICK HITCH ATTACHMENT	\$	4,300.00
HYDRAULIC QUICK HITCH	\$	14,017.14
FITTING OF HITCH	\$	4,900.00
ALTERATION OF 4-IN-1 BUCKET TO SUIT HITCH	\$	1,915.00
TOTAL EXC GST	\$	25,132.14
GST	\$	2,513.21
TOTAL INC GST	\$	27,645.35





"North Queenslanders proudly serving North Queenslanders"

QUOTATION

Quotation For:

Mapoon Shire Council
Red Beach Road
Mapoon
4874

Scope of Supply	Quantity	Price Excluding GST	Line Total Excluding GST
JCB 5CX PRO	1	262752.17	262752.17
Total Scope of Supply			262752.17
GST TOTAL			26275.22
Total Price Including GST			289027.39

INCLUSIONS

300, 450, 600, 800MM GENERAL PURPOSE BUCKETS
1000MM MUD BUCKET
HYDRAULIC QUICK HITCH (EXCAVATOR ARM)
CANVAS SEAT COVERS
TINT
GME UHF
JCB FIRST SERVICE KIT & USB WITH PARTS & WORKSHOP MANUALS
REGISTRATION
RUST PROOFING
DELIVERY TO MAPOON & INDUCTION ON MACHINE
STANDARD ROLL-OVER FORKS (1500KG)
4-IN-1 BUCKET

OPTIONAL EXTRA'S (AS PROVIDED TO PREVIOUS COUNCILS)

2 TON PALLET FORKS & QUICK HITCH ATTACHMENT	\$	4,300.00
HYDRAULIC QUICK HITCH	\$	14,017.14
FITTING OF HITCH	\$	4,900.00
ALTERATION OF 4-IN-1 BUCKET TO SUIT HITCH	\$	1,915.00
TOTAL EXC GST	\$	25,132.14
GST	\$	2,513.21
TOTAL INC GST	\$	27,645.35





"North Queenslanders proudly serving North Queenslanders"

QUOTATION

Quotation For:

Mapoon Shire Council
Red Beach Road
Mapoon
4874

Scope of Supply	Quantity	Price Excluding GST	Line Total Excluding GST
JCB 3CX PLUS	1	228152.48	228152.48
Total Scope of Supply			228152.48
GST TOTAL			22815.25
Total Price Including GST			250967.73

INCLUSIONS

300, 450, 600, 800MM GENERAL PURPOSE BUCKETS
1000MM MUD BUCKET
HYDRAULIC QUICK HITCH (EXCAVATOR ARM)
CANVAS SEAT COVERS
TINT
GME UHF
JCB FIRST SERVICE KIT & USB WITH PARTS & WORKSHOP MANUALS
REGISTRATION
RUST PROOFING
DELIVERY TO MAPOON & INDUCTION ON MACHINE
STANDARD ROLL-OVER FORKS (1500KG)
4-IN-1 BUCKET

OPTIONAL EXTRA'S (AS PROVIDED TO PREVIOUS COUNCILS)

2 TON PALLET FORKS & QUICK HITCH ATTACHMENT	\$	4,300.00
HYDRAULIC QUICK HITCH	\$	14,017.14
FITTING OF HITCH	\$	4,900.00
ALTERATION OF 4-IN-1 BUCKET TO SUIT HITCH	\$	1,915.00
TOTAL EXC GST	\$	25,132.14
GST	\$	2,513.21
TOTAL INC GST	\$	27,645.35





"North Queenslanders proudly serving North Queenslanders"

QUOTATION

Quotation For:

Mapoon Shire Council
Red Beach Road
Mapoon
4874

Scope of Supply	Quantity	Price Excluding GST	Line Total Excluding GST
JCB 3CX ECO	1	177395.12	177395.12
Total Scope of Supply			177395.12
GST TOTAL			17739.51
Total Price Including GST			195134.63

INCLUSIONS

300, 450, 600, 800MM GENERAL PURPOSE BUCKETS
1000MM MUD BUCKET
HYDRAULIC QUICK HITCH (EXCAVATOR ARM)
CANVAS SEAT COVERS
TINT
GME UHF
JCB FIRST SERVICE KIT & USB WITH PARTS & WORKSHOP MANUALS
REGISTRATION
RUST PROOFING
DELIVERY TO MAPOON & INDUCTION ON MACHINE
STANDARD ROLL-OVER FORKS (1500KG)
4-IN-1 BUCKET

OPTIONAL EXTRA'S (AS PROVIDED TO PREVIOUS COUNCILS)

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HYDRAULIC QUICK HITCH	\$	14,017.14
FITTING OF HITCH	\$	4,900.00
ALTERATION OF 4-IN-1 BUCKET TO SUIT HITCH	\$	1,915.00
TOTAL EXC GST	\$	25,132.14
GST	\$	2,513.21
TOTAL INC GST	\$	27,645.35



8.3 RFQ FOR SUPPLY OF 3 TOILET BLOCK BUILDING FOR BOTH THE CULLEN POINT CAMPGROUND DEVELOPMENT AND THE OLD MAPOON MISSION DEVELOPMENT

Author: Tom Smith, CEO

Authoriser: Tom Smith, CEO

Attachments:

1. Atlantis custom toilet block Modus [↓](#)
2. Yarra custom toilet block Modus [↓](#)
3. Total Offer Modus [↓](#)
4. Non-Total offer from Moodie [↓](#)
5. toilets Moodie [↓](#)
6. Toilets Moodie [↓](#)

PURPOSE OF REPORT

Present to Council recommendation for supplier for the procurement of 3 toilet blocks.

BACKGROUND

Council Went out to market went out to secure quotes from recommended Fabricators of restrooms and toilet blocks on the Local Buy/ Vendor panel platform, the RFQ was ran and numerous companies were approached.

DISCUSSION

On the Closing of the Tender Council received only 2 suppliers willing to quote of supply and delivery of the toilet blocks.

Breakdown and plans of the requested building are in the attachments, on review of the two quotes supplied the more informative and complete quote was supplied by Modus Australia who have supplied Council previously on similar projects and offered a better product and value for money, with all products delivered to Mapoon once ready.

Supplier	Quoted Price for 2x 7 cubicles and 1x2 cubicles
Moodie outdoor products	Didn't supply complete price
Modus Australia	\$233,896.00 EX GST for 2x7 cubicle \$143,218.00 EX GST for 1x2 cubicle and BBQs.

RECOMMENDATION

That Council award the contract to Modus for the supply of 2x7 cubicle toilet shower blocks and 1x2 toilet and BBQ block.

Contract Amount of \$414,825.40 GST inc and authorise the CEO to Issue a Purchase order on behalf of the Council.

MODUS PROPOSAL MA6518



VP373448 || Toilet Block

ATLANTIS-2 CUSTOM TOILET BUILDING

modus
Australia
Restrooms & Toilet Buildings

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- 
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Letter of introduction
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Plan view of building
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Detailed specification of building elements
 - 7 FIXTURES**
Internal fixtures schedule and specification
 - 8 Colour + Material Options**
Standard materials and colours
 - 9 SCOPE**
Project scope and responsibilities
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Small selection of previous project images
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Our terms and conditions of trade
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Order Confirmation to proceed

THE MODUS DIFFERENCE

We make it easy for you to deliver great looking and functional public toilet buildings. Partnering with Modus ensures a hassle-free project from forward planning to cutting the ribbon.

Here's how we do it:



EXPERT ADVICE WHENEVER YOU NEED IT

It's not always easy to know what you need from your toilet building.

From the number of cubicles required, to best floorplan layout and building style for the open space, or even just what will fit your budget – there's plenty of things to consider. Our project consultants are there to help when you're planning your toilet building project.

When it comes to construction, we also have experts on hand to provide technical support and documentation to make this easy too.



PRE-FAB MODULAR FOR FASTEST INSTALL

We do the hard work off-site so your toilet project happens faster, better and at a lower cost.

With our unique pre-fabricated modular design, your building comes delivered in flat-pack panels, which are pre-clad both sides and doors pre-hung. This means construction is fast, accurate and no specialist installation team is required – you can engage a local carpenter to put it up.

Be wary of other systems sold as 'pre-fabricated kit-form' that arrive on site more or less as a bundle of individual materials.



PRE-DESIGNED, ENGINEERED AND COMPLIANT

No need for an endless number of external consultants to design, engineer and ensure compliance of your toilet building.

Our buildings come in a wide range of pre-designed, engineered and access compliant floorplans, available in a range of attractive styles to suit any location.

We can also customise our buildings with different colours, finishes and design enhancements so you can customise it to match the aesthetic of your open space.

INTRODUCTION

Date: 24/8/2023

Attn: Mapoon Aboriginal Shire Council

Dear Mapoon Aboriginal Shire Council,

Thank you for your valued enquiry regarding our toilet and amenity solutions. Please see the below proposal for your consideration. We trust it meets with your satisfaction.

ATLANTIS-2 CUSTOM TOILET BUILDING

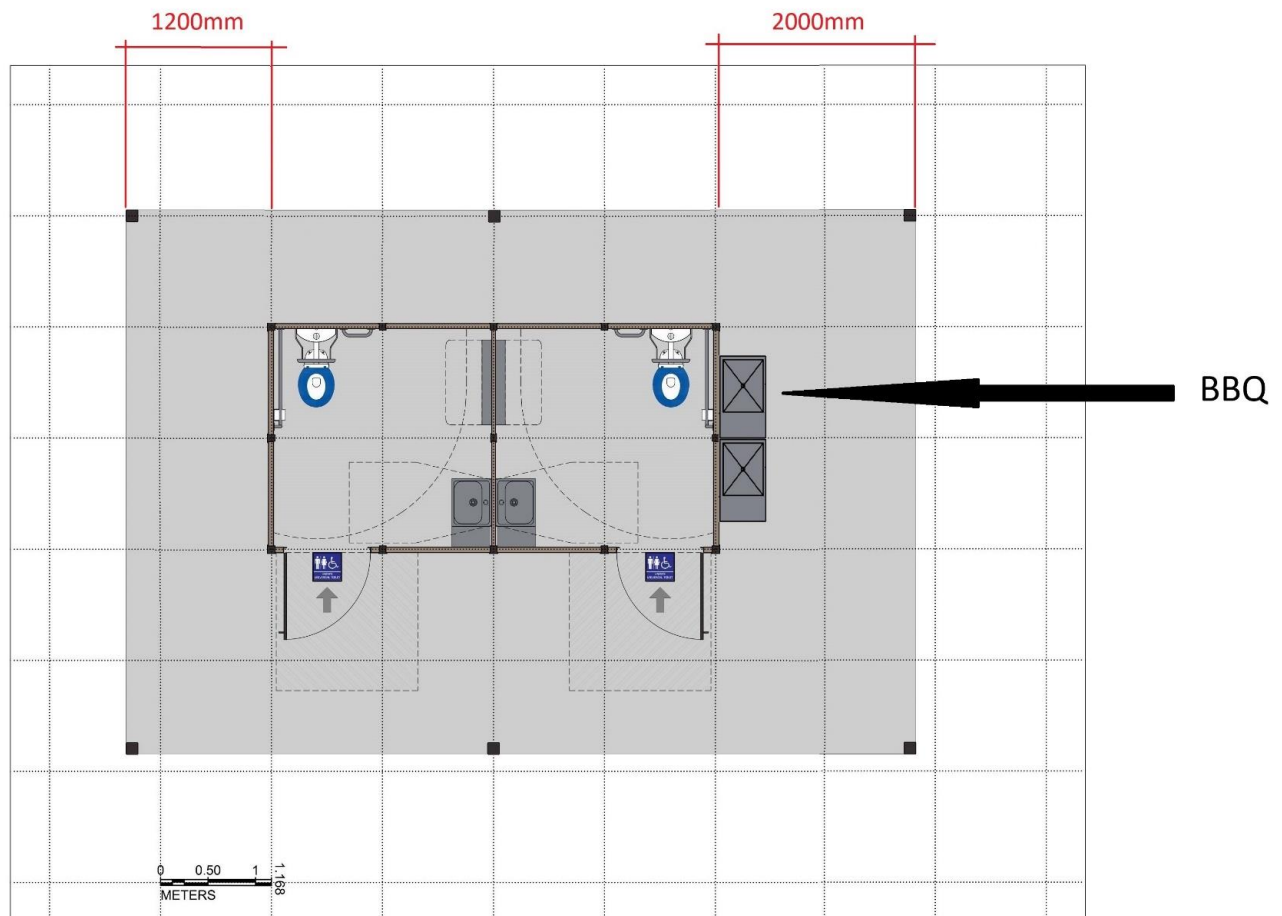
The Atlantis Toilet Building and Shelter distinguishes itself from a standard toilet building with a distinctive skillion style roof line, designed to integrate seamlessly into any environment whilst adding an architectural compliment to its surroundings.



Note 3D renders/photos may not reflect the exact building in this proposal, we can provide an accurate render upon confirmed order.

FLOOR PLAN

ATLANTIS-2 CUSTOM TOILET BUILDING



Floor plan above may not contain all fixtures and modifications included in this proposal. For accuracy, refer to the Building Fixtures section. An accurate floor plan can be provided upon confirmed order.

SPECIFICATION

ATLANTIS-2 CUSTOM TOILET BUILDING

ELEMENT	DETAILS
Wall Framing	Proprietary panel system, fully welded steel hot dip galvanized after fabrication
Proprietary Wall Panel System	Pre-clad panels (inside and out) Nutserts fitted to panel sides for bolt together construction on site
External Wall Cladding	Colorbond® Custom Orb sheeting in Ultra finish to mid height and powder coated aluminium fascia planking above Above Door: Powdercoated aluminium battens
Internal Wall Cladding	Mini-orb sheeting in Zinalume finish
Roof	Custom Orb Sheeting in Ultra finish
Door	Solid Core with Colorbond metal skin
Door Hardware	Heavy duty marine grade stainless steel hinges, indicator bolts, door closers (dead locks additional), internal and external pull handles
Door Signage	Tactile Braille blue/white (compliant with AS 1428.1)
Fasteners	Class 3 in painted finish to match building colours
Structural Fixings	Stainless Steel
Structural Engineering Rating	<i>Region C</i>
Exposed Steel	Galvanised and 2 pack epoxy paint finish

BUILDING FIXTURES

ATLANTIS-2 CUSTOM TOILET BUILDING

Modus Standard Fixtures

ITEM	QUANTITY
Porcelain Pan Toilet Suite	2
Large Stainless Steel Wash Hand Basin with Time Flow Tap	2
Set of Stainless Steel Grab Rails	2
Stainless Steel Single Toilet Roll Dispenser	2
Distribution Enclosure with Main Switch and MCB/RCD	1
LED Batten Light with day/night switch	10

Additional Modus Standard Fixtures

ITEM	QUANTITY
OMNI DOUBLE GREENPLATE BBQ QOD (x2) Electric BBQ plates in cabinet with prep area Plate/Bench top: G316 stainless steel satin finish Cabinet: Robust aluminium in powder coated finish. Colour: TBC Power Consumption: Eco-friendly 1.8kW @ 7.8amps (per plate) Dimensions: 840mm W x 2020mm L x 865mm H	1

Non-Standard Fixtures**ITEM****QUANTITY**

COLOURS

LEGEND

① Also available in COLORBOND® Ultra steel for coastal and industrial environments. All other colours are available in COLORBOND® Ultra steel on request, please speak with your supplier.

② Also available in COLORBOND® Stainless steel for severe coastal and industrial environments. Please speak to your supplier for more information regarding availability.

For further details on the legend, please refer to the back page.

CLASSIC colour range¹



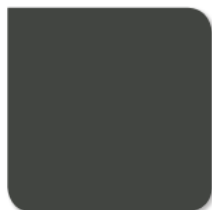
CLASSIC CREAM™
SA = 0.32. BCA = L



PAPERBARK®
SA = 0.42. BCA = M



PALE EUCALYPT®
SA = 0.60. BCA = M



WOODLAND GREY® ①
SA = 0.71. BCA = D



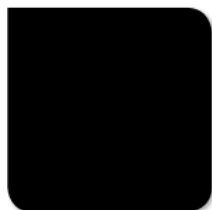
DEEP OCEAN® ②
SA = 0.75. BCA = D



COTTAGE GREEN®
SA = 0.75. BCA = D



MANOR RED®
SA = 0.69. BCA = D



NIGHT SKY®
SA = 0.96. BCA = D

CONTEMPORARY colour range¹



SURFMIST® ①②
SA = 0.32. BCA = L



EVENING HAZE®
SA = 0.43. BCA = M



SHALE GREY™
SA = 0.43. BCA = M



DUNE® ①②
SA = 0.47. BCA = M



COVE™
SA = 0.54. BCA = M



WINDSPRAY® ①②
SA = 0.58. BCA = M



GULLY™
SA = 0.63. BCA = D



MANGROVE™
SA = 0.64. BCA = D



WALLABY™ ②
SA = 0.64. BCA = D



JASPER®
SA = 0.68. BCA = D



BASALT™
SA = 0.69. BCA = D



IRONSTONE®
SA = 0.74. BCA = D



TERRAIN®
SA = 0.69. BCA = D



MONUMENT® ②
SA = 0.73. BCA = D

Note: Pricing allows for the above colours from the standard Classic and Contemporary Colorbond® ranges only, additional materials and finishes available upon request

SCOPE OF WORKS

ATLANTIS-2 CUSTOM TOILET BUILDING

ITEM	BY MODUS	BY OTHERS	N/A
DESIGN + ENGINEERING			
Engineering Drawings	•		
Concrete Specification Plan	•		
Plumbing Pre-Lay Plan	•		
Structural Engineer Sign Off	•		
TOILET BUILDING SUPPLY			
Fabrication, Coating and Pre-assembly of Components	•		
Freight of Kit-Form Building to Site	•		
OTHER ITEMS			
Local Building Permits, Approvals and Fees		•	
Sitework and Installation		•	

*Customer to provide soil classification specific to site, standard engineering limited to following soil types; A, S, M, H1 and H2

INVESTMENT VALUE

ATLANTIS-2 CUSTOM TOILET BUILDING

ITEM	QUANTITY	VALUE
ATLANTIS-2 CUSTOM Toilet Building Including Scope and Fixtures as noted	1	\$ 133,603.00
Delivery to Mareeba QLD 4880	1	\$ 9,615.00
TOTAL		\$ 143,218.00 + GST

NOTES

- Delivery allows for items delivered on pallets, mechanical off-loading (forklift) to be provided by client unless specifically allowed for in above pricing

Please note this proposal is provided on a 'commercial in confidence' basis. Publishing in part or full of this proposal in tender documents or the like, without prior approval by Modus, will be considered a breach. If you would like to include specific parts of this in tender documents, please let us know and we will be more than happy to discuss and approve if warranted.

Thank you for the opportunity to provide a proposal on our solution for your needs, if you have any questions please get in touch with me on the details below. We look forward to assisting you further soon.

Best regards,



Jon Cook

Senior Project Consultant

M 0439 902 180

P 1300 945 930

E jon@modusaustralia.com.au

PREFERRED SUPPLIER TO LOCAL GOVERNMENT



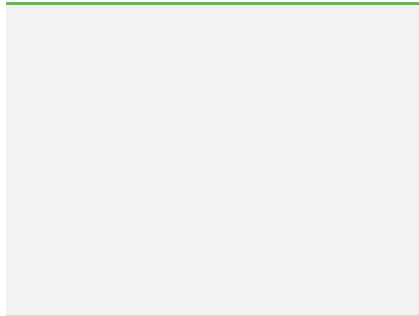
OPTIONAL EXTRAS

ITEM	VALUE (+GST)
Unloading Fee – necessary if no forklifts available on site	\$ 900.00
Stainless Steel Pans Upgrade	\$ 6,144.00
Solar Lighting (10 OFF)	\$ 3,984.00
Baby Change Table (horizontal); each	\$ 752.00
Deadlocks (per door, pre-fitted) <i>We recommend deadlocks are retrofitted to building after install by your preferred locksmith, if ability to lock doors is required</i>	\$ 325.00
Stainless Steel Hand Dryer ; each	\$ 619.00
Stainless Steel 1.2L Vertical Soap Dispenser ; each	\$ 152.00
Stainless Steel Hand Towel Dispenser ; each	\$ 259.00
Stainless Steel Triple Toilet Roll Dispenser ; each <i>Not for use in Disabled Cubicle – non-compliant</i>	\$ 252.00
Stainless Steel Jumbo Toilet Roll Dispenser ; each	\$ 209.00
Stainless Steel Mirror ; 600mm W x 1000mm H; each	\$ 633.00

EXCLUSIONS / NON-CONFORMANCES

SPECIFICATION REFERENCE

EXCLUSION / NON-CONFORMANCE



Please note general standard exclusions are noted in our terms and conditions.

PROJECTS



TERMS + CONDITIONS

These Trading Terms & Conditions ("Terms") are deemed to be a part of any subcontract or orders for the supply of Goods by Landmark Engineering & Design Pty Ltd (ACN 14 987 095) trading as Modus Australia ('LED') to a Customer from time to time. Acceptance of this proposal will deem acceptance of these conditions by the Customer. Any party who acts as an agent for another party such as the developer, builder or owner, must take all responsibility to accept the conditions of contract and payment of goods, and accept that they have full authority to liaise or negotiate with Modus regarding this agreement.

1 Interpretation

In these terms unless the contrary intention appears:

"LED" means Landmark Engineering & Design Pty Ltd, ACN 147 987 095, including its trading entity Modus Australia.

"Additional Charges" includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Customer to LED arising out of the sale of the Goods.

"Proposal" means any quotation or written advice of price from LED for its Goods.

"Customer" means the person to or for whom the Goods are to be supplied by LED.

"Goods" means the Goods sold to the Customer by LED and includes any services provided by LED to Customer.

"Intellectual Property Right" means any patent, registered design, patent, trademark, copy-right, trade secret or any other proprietary right of a third party or parties, registered or unregistered, in any country.

"PPSA" means the *Personal Property Securities Act 2009 (Cth)*.

"Purchase Price" means the list price for the Goods as charged by LED at the date of delivery or such other price as may be agreed by LED and the Customer prior to delivery of the Goods. Quoted prices are to be treated as estimates only and are subject to withdrawal, correction or alteration at any time before acceptance of the order by LED.

2 Proposals

- 2.1 Proposals from LED for Goods remain valid for 30 days from date of issue.
- 2.2 Unless otherwise stated, prices provided by LED are based on the following (as relevant and unless expressly stated otherwise in the proposal):
 - 2.2.1 Uninterrupted access to the site and location of product to be installed, by heavy vehicles including concrete trucks and Hiab crane trucks;
 - 2.2.2 Security monitoring of products to prevent damage, including concrete during curing period, to be provided by the Customer;
 - 2.2.3 Site fencing and personnel barriers to be provided by the Customer;
 - 2.2.4 Inductions and WHS compliance to be advised prior to attending site, by the Customer;
 - 2.2.5 Surveying of site and location of services to be conducted by the Customer and report provided to LED;
 - 2.2.6 Soil testing for engineering purposes to be conducted by the Customer and report provided to LED, standard engineering limited to following soil types; A, S, M, H1 and H2;

- 2.2.7 All risk for the Goods to transfer to the Customer upon delivery to site;

- 2.3 Unless otherwise stated, prices provided by LED do not include (as relevant and unless expressly stated otherwise in the proposal):

- 2.3.1 Goods & Services Tax (GST);
- 2.3.2 Delivery of Goods;
- 2.3.3 Installation of Goods;
- 2.3.4 Hard digging and rock breaking;
- 2.3.5 Site or the Customer's specific induction or compliance requirements.

3 Order for Goods

- 3.1 An order given to LED is binding on LED and the Customer, if:
 - 3.1.1 a written acceptance is signed for or on behalf of LED; or
 - 3.1.2 the Goods are supplied by LED in accordance with the order.
- 3.2 An acceptance of the order by LED is then to be an acceptance of these Terms by LED and the Customer and these Terms will override any conditions contained in the Customer's order. LED reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on LED until accepted by it.
- 3.3 An order which has been accepted in whole or in part by LED cannot be cancelled by the Customer without obtaining the prior written approval of LED, which it may refuse in its absolute discretion.

4 Limitation of Liability

- 4.1 LED liability is limited to, to the extent permissible by law and at LED's option:
 - 4.1.1 in relation to the Goods:
 - 4.1.1.1 the replacement of the Goods or the supply of equivalent goods
 - 4.1.1.2 the repair of the Goods
 - 4.1.1.3 the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
 - 4.1.1.4 The payment of the cost of having the Goods repaired
 - 4.1.2 Where the Goods are services:
 - 4.1.2.1 the supply of service again; or
 - 4.1.2.2 the payment of the cost of having the services supplied again.
- 4.2 Any claims to be made against LED for short delivery of Goods must be lodged with LED in writing within 7 days of the delivery date.
- 4.3 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms are excluded and LED is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:

- 4.3.1 any increased costs or expenses;
 - 4.3.2 any loss of profit, revenue, business, contracts or anticipated savings;
 - 4.3.3 any loss or expense resulting from a claim by a third party; or
 - 4.3.4 any special, indirect or consequential loss or damage of any nature whatsoever caused by LED's failure to complete or delay in completing the order to deliver the Goods.
 - 4.3.5 defects or damages caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by LED) or accident;
 - 4.3.6 Any transport, installation, removal, labour or other costs;
- 4.4 The exemption, limitations, terms and conditions in these Terms apply whether the loss or damage is caused by negligence or actions constituting fundamental breach of contract.

5 Delivery

- 5.1 The times quoted for delivery are estimates only and LED accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of LED.
- 5.2 Where the Customer causes delay in delivery, LED may require, at its sole discretion, a storage fee of \$25.00 per pallet per week after a period of 14 days. Should a storage fee be required, the Customer will be notified in writing. LED will not be liable for any loss or damage to stored Goods. Storage is at the risk of the Customer.
- 5.3 The Customer, unless by mutual alternate arrangement with LED, is to provide mechanical and/or physical assistance in unloading the Goods at point of delivery.
- 5.4 Risk in accepting the Goods passes on delivery to the Customer.
- 5.5 All Additional Charges are payable by the Customer in addition to the Purchase Price of the Goods.
- 5.6 Return of Goods will not be accepted by LED except by prior agreement in writing with LED. Any Goods returned by written agreement with LED will be subject to a restocking charge of 10% of the Purchase Price of those Goods.

6 Variations

Should there be any variation in details, specification, sizes and quantities, delivery instructions or any other item or matter on which the proposal or invoice is based, LED reserves the right to revise and amend the Purchase Price accordingly. LED requires advice of variation requests from the Customer in writing, which will only be accepted based on LED acceptance in writing. Where variation is accepted by LED, the Customer accepts the resulting change to the Purchase Price and delivery timing.

7 Price and Payment

- 7.1 The Customer must pay the Purchase Price and the Additional Charges to LED in full at the specified terms, whether standard terms or those imposed at the discretion of LED.
- 7.2 Due to made-to-order nature of products, standard terms are 20% deposit prior to commencement of any works/services or manufacture, additional 30% upon completion of manufacture prior to delivery, balance upon delivery or project completion. Progress claims will be made for site works completed during month period. LED may at its discretion, require the Customer to pay in full prior to delivery. Deposit and progress payments are required, even if the Customer has been approved for credit with LED.
- 7.3 Should the Customer cancel an order prior to fulfilment, LED will at its sole discretion determine the costs that are payable by the Customer.
- 7.4 If the Customer is in default, LED may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.
- 7.5 Interest is charged at the rate of 2% per month from the expiry of that period until the date payment is received by LED.

- 7.6 LED does not accept retention monies being held by the Customer, but can provide a bank guarantee in lieu of such upon request
- 7.7 All amounts payable by the Customer under these Terms must be paid without set-off or counter claim of any kind.

8 Intellectual Property

- 8.1 All branding and artwork provided by the Customer is the intellectual property of the Customer. Artwork and branding supplied will only be used for the purposes of satisfying these Terms.
- 8.2 Customer warrants that the use by LED of any intellectual property provided by Customer to LED so that LED may provide the Goods and/or services under these Terms does not infringe any Intellectual Property Rights.
- 8.3 Customer must indemnify and keep indemnified LED against any and all liabilities, expenses, losses and/or damages including attorney's fees whether direct, indirect or consequential, arising from a third party, alleging that the Goods infringe the Intellectual Property Right of the third party due to LED's use in the production of the Goods of any branding, artwork or other intellectual property provided to LED by Customer.

9 Retention of Title

- 9.1 Ownership, title and property in the Goods and in the proceeds of sale of those Goods remains with LED until payment in full for the Goods and all sums due and owing by the Customer to LED on any account has been made. Until the date of payment:
 - 9.1.1 the Customer has the right to sell the Goods in the ordinary course of business;
 - 9.1.2 the Goods are always at the risk of the Customer.
- 9.2 The Customer is deemed to be in default immediately upon the happening of any of the following events:
 - 9.2.1 if any payment to LED is not made promptly before the due date for payment;
 - 9.2.2 if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Customer payable to LED is dishonoured;
- 9.3 In the event of a default by the Customer, then without prejudice to any other rights which LED may have at law or under this Agreement:
 - 9.3.1 LED or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.
 - 9.3.2 LED may recover and resell the Goods;
 - 9.3.3 if the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, LED may in its absolute discretion seize all Goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of LED and the Customer may be ascertained. LED must promptly return to the Customer any Goods the property of the Customer and LED is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.
 - 9.3.4 In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for LED. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the LED at the time of the receipt of such proceeds. The Customer will pay LED such funds held in trust upon the demand of LED.
- 9.4 Separately, Customer hereby charges all its right, title and interest to and in the proceeds of sale of the Collateral (as defined in the PPSA) as original collateral, or any of it, in favour of the LED.

10 PPSA

- 10.1 Defined terms in this clause have the same meaning as given to them in the PPSA.
- 10.2 LED and the Customer acknowledge that these Terms constitute a Security Agreement and entitle the LED to claim:
- 10.2.1 a Purchase Money Security Interest ("PMSI") in favour of LED over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms; and
- 10.2.2 a security interest over the proceeds of sale of the Collateral referred to in (a) as original collateral.
- 10.3 The Goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Terms.
- 10.4 The Proceeds of sale of the Collateral referred to in clause 10.2.1 falls within the PPSA classification of "Account".
- 10.5 LED and the Customer acknowledge that LED, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Terms and in the relevant Proceeds.
- 10.6 To the extent permissible at law, the Customer:
- 10.6.1 waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to LED.
- 10.6.2 agrees to indemnify LED on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;
- 10.6.2.1 registration or amendment or discharge of any Financing Statement registered by or on behalf of LED; and
- 10.6.2.2 enforcement or attempted enforcement of any Security Interest granted to LED by the Customer;
- 10.6.3 agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms;
- 10.6.4 agrees to waive its right to do any of the following under the PPSA:
- 10.6.4.1 receive notice of removal of an Accession under section 95;
- 10.6.4.2 receive notice of an intention to seize Collateral under section 123;
- 10.6.4.3 object to the purchase of the Collateral by the Secured Party under section 129;
- 10.6.4.4 receive notice of disposal of Collateral under section 130;
- 10.6.4.5 receive a Statement of Account if there is no disposal under section 132(4);
- 10.6.4.6 receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
- 10.6.4.7 receive notice of retention of Collateral under section 135;
- 10.6.4.8 redeem the Collateral under section 142; and
- 10.6.4.9 reinstate the Security Agreement under section 143.
- 10.6.5 All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

11 No Implied Service

The Customer acknowledges that except as provided by law this Agreement does not entitle the Customer to demand to receive from us any site inspection or service of the Goods supplied, delivered and/or installed, such work to be the subject of a separate agreement if applicable.

12 Regulatory and Government Approvals

Unless specifically stated otherwise, LED is not responsible for building or development application or fees to Council or relevant approvals for installation and use of Goods as may be required by Council or Government Codes. Responsibility to obtain such approvals rests solely with the Customer.

13 On-Sale

The Customer agrees that upon the on-sale of any Goods to third parties, it will:

- 13.1 inform any third party involved of these Terms;
- 13.2 inform any third party of LED's product warranties if any; and
- 13.3 not make any misrepresentations to third parties about the Goods.

14 Trustee Capacity

If Customer is the trustee of a trust (whether disclosed to LED or not), Customer warrants to LED that:

- 14.1 Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
- 14.2 Customer has the right to be indemnified out of trust assets;
- 14.3 Customer has the power under the trust deed to enter into this Agreement; and
- 14.4 Customer will not retire as trustee of the trust or appoint any new or additional trustee without first advising the LED.

15 Clerical Errors

Clerical errors in computations, typing or otherwise of catalogue, quotation, acceptance offer, invoice, delivery docket, credit note, specifications of LED shall be subject to correction.

16 Indemnity

To the full extent permitted by law, Customer will indemnify LED and keep LED indemnified from and against any liability and any loss or damage LED may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by Customer or its representatives.

17 General

- 17.1 These Terms are to be construed in accordance with the laws from time to time in the State of Western Australia and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia, Australia and any courts which may hear appeals from those courts in respect to any proceedings in connection with these Terms.
- 17.2 These Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- 17.3 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.
- 17.4 LED may, at its sole discretion, subcontract or assign its rights and obligations hereunder.
- 17.5 The Customer may not assign its rights and obligations hereunder without the express written permission of LED.

No waiver of any of these Terms or failure to exercise a right or remedy by LED will be considered to imply or constitute a further waiver by LED of the same or any other term, condition, right or remedy.

ACCEPTANCE

Let's do this. Review all details, sign below and send to us so we can get this happening for you.

SUMMARY

Proposal No.	MA6518
Contract Total	\$ 143,218.00 + GST
Scope	As detailed in this proposal

Please note acceptance of this proposal confirms your acceptance of our terms and conditions.

Once we've received your acceptance, we will be in touch to confirm your order and advise any further information required for us to commence your order.

I wish to proceed with this proposal:

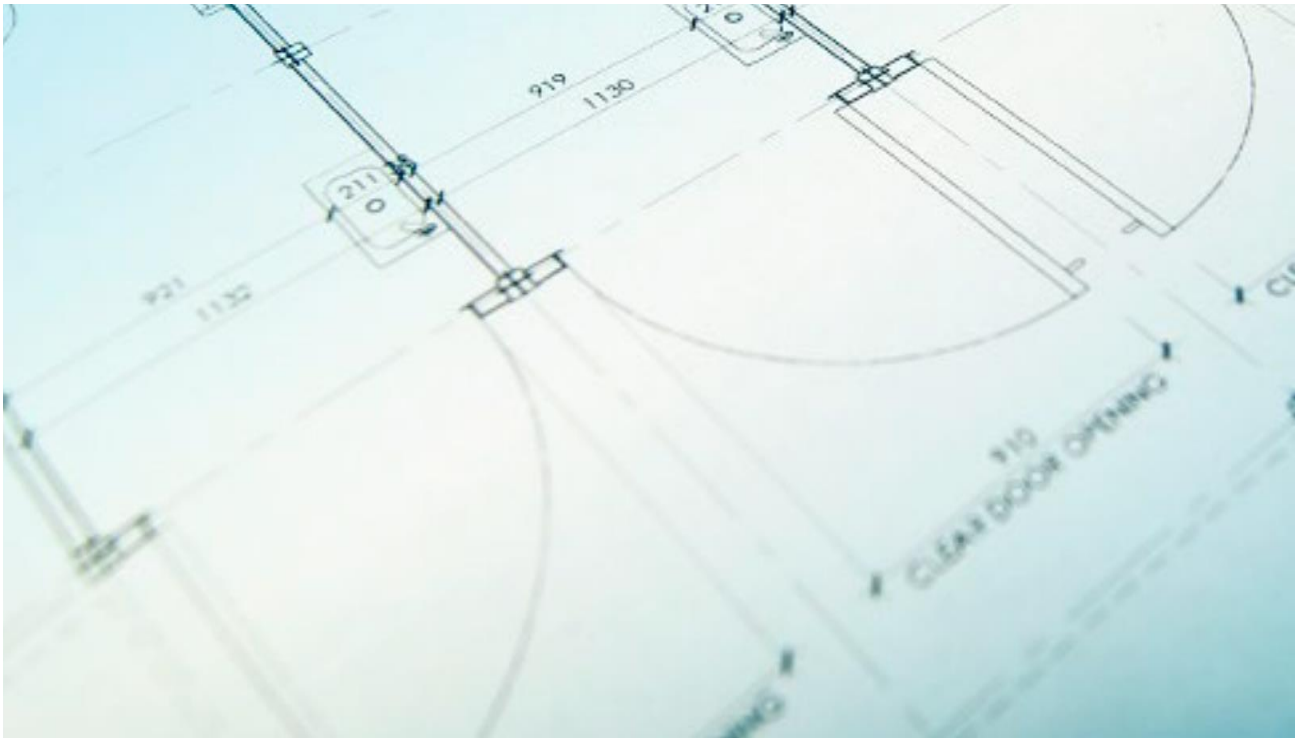
Your Name and Title

Company Name

Authorised Signature

Purchase Order / Contract No. (if required)

Date



TOILET AMENITY BUILDING PROJECTS MADE EASY

- **Design Consultation** and project planning assistance
- **Documentation Package**, including certified engineering drawings, plumbing pre-lay and concrete spec plans
- **Prefabricated Modular Building Kit**
- **Technical Support Team**



GOT QUESTIONS?

Get in touch



1300 945 930



info@modusaustralia.com.au



modusaustralia.com.au

MODUS PROPOSAL MA4368-C



VP373448 || Toilet Block

YARRA-7 TOILET BUILDING

modus
Australia
Restrooms & Toilet Buildings

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Order Confirmation to proceed

THE MODUS DIFFERENCE

We make it easy for you to deliver great looking and functional public toilet buildings. Partnering with Modus ensures a hassle-free project from forward planning to cutting the ribbon.

Here's how we do it:



EXPERT ADVICE WHENEVER YOU NEED IT

It's not always easy to know what you need from your toilet building.

From the number of cubicles required, to best floorplan layout and building style for the open space, or even just what will fit your budget – there's plenty of things to consider. Our project consultants are there to help when you're planning your toilet building project.

When it comes to construction, we also have experts on hand to provide technical support and documentation to make this easy too.



PRE-FAB MODULAR FOR FASTEST INSTALL

We do the hard work off-site so your toilet project happens faster, better and at a lower cost.

With our unique pre-fabricated modular design, your building comes delivered in flat-pack panels, which are pre-clad both sides and doors pre-hung. This means construction is fast, accurate and no specialist installation team is required – you can engage a local carpenter to put it up.

Be wary of other systems sold as 'pre-fabricated kit-form' that arrive on site more or less as a bundle of individual materials.



PRE-DESIGNED, ENGINEERED AND COMPLIANT

No need for an endless number of external consultants to design, engineer and ensure compliance of your toilet building.

Our buildings come in a wide range of pre-designed, engineered and access compliant floorplans, available in a range of attractive styles to suit any location.

We can also customise our buildings with different colours, finishes and design enhancements so you can customise it to match the aesthetic of your open space.

INTRODUCTION

Date: 24/8/2023

Attn: Mapoon Aboriginal Shire Council

Dear Mapoon Aboriginal Shire Council,

Thank you for your valued enquiry regarding our toilet and amenity solutions. Please see the below proposal for your consideration. We trust it meets with your satisfaction.

YARRA-7 TOILET BUILDING

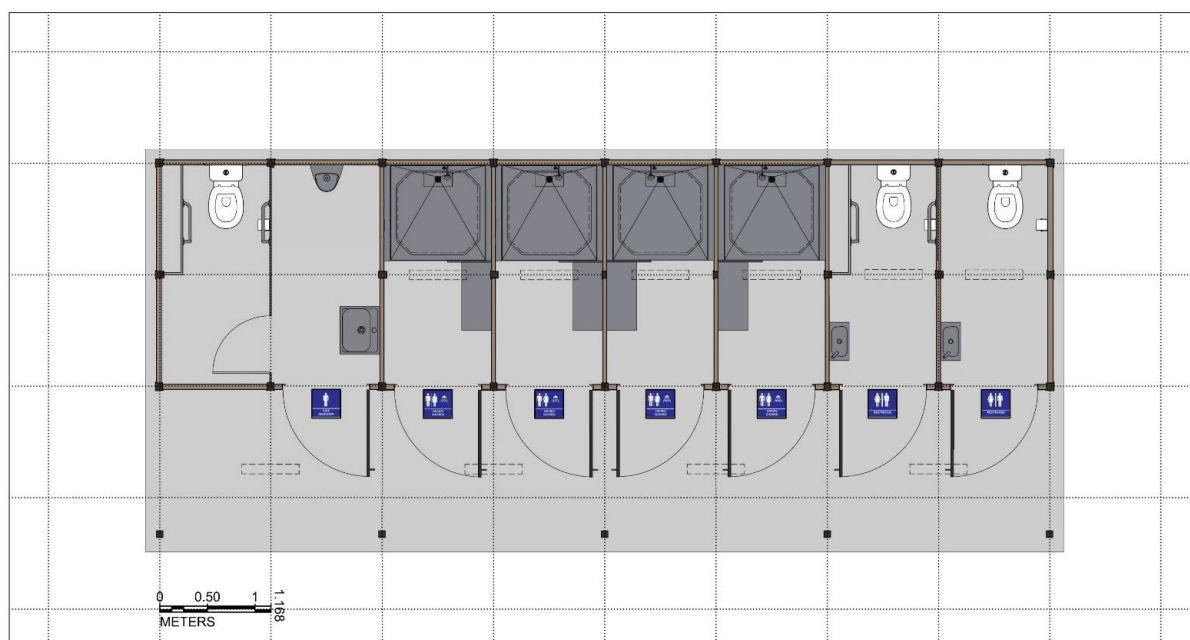
The Yarra Toilet Building distinguishes itself from a standard toilet building with a distinctive skillion style roof line, designed to integrate seamlessly into any environment whilst adding an architectural compliment to its surroundings.



Note 3D renders/photos may not reflect the exact building in this proposal, we can provide an accurate render upon confirmed order.

FLOOR PLAN

YARRA-7 TOILET BUILDING



Floor plan above may not contain all fixtures and modifications included in this proposal. For accuracy, refer to the Building Fixtures section. An accurate floor plan can be provided upon confirmed order.

SPECIFICATION

YARRA-7 TOILET BUILDING

ELEMENT	DETAILS
Wall Framing	Proprietary panel system, fully welded steel hot dip galvanized after fabrication
Proprietary Wall Panel System	Pre-clad panels (inside and out) Nutserts fitted to panel sides for bolt together construction on site
External Wall Cladding	Colorbond® Custom Orb sheeting in Ultra finish to mid height and powder coated aluminium fascia planking above Above Door: Powdercoated aluminium battens
Internal Wall Cladding	Mini-orb sheeting in Zinalume finish
Roof	Custom Orb Sheeting in Ultra finish
Door	Solid Core with Colorbond metal skin
Door Hardware	Heavy duty marine grade stainless steel hinges, indicator bolts, door closers (dead locks additional), internal and external pull handles
Door Signage	Tactile Braille blue/white (compliant with AS 1428.1)
Fasteners	Class 3 in painted finish to match building colours
Structural Fixings	Stainless Steel
Structural Engineering Rating	<i>Region C</i>
Exposed Steel	Galvanised and 2 pack epoxy paint finish

BUILDING FIXTURES

YARRA-7 TOILET BUILDING

Modus Standard Fixtures

ITEM	QUANTITY
Porcelain Pan Toilet Suite	3
Large Stainless Steel Wash Hand Basin with Time Flow Tap	1
Small Stainless Steel Wash Hand Basin with Time Flow Tap	2
Set of Stainless Steel Grab Rails	2
Stainless Steel Single Toilet Roll Dispenser	3
Distribution Enclosure with Main Switch and MCB/RCD	1
LED Batten Light with day/night switch	12

Additional Modus Standard Fixtures

ITEM	QUANTITY
Durable Shower Unit	4
600mm Aluminium Shower Bench, Floor Mounted	4
Clothes Hook	8
Stainless Steel Individual Wall Mounted Urinal	1

Non-Standard Fixtures

ITEM	QUANTITY
Split System Solar Water Heater - Streamline 322 MLV	1

COLOURS

LEGEND

① Also available in COLORBOND® Ultra steel for coastal and industrial environments. All other colours are available in COLORBOND® Ultra steel on request, please speak with your supplier.

② Also available in COLORBOND® Stainless steel for severe coastal and industrial environments. Please speak to your supplier for more information regarding availability.

For further details on the legend, please refer to the back page.

CLASSIC colour range¹



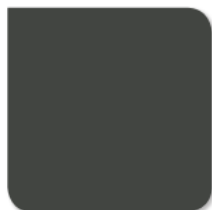
CLASSIC CREAM™
SA = 0.32. BCA = L



PAPERBARK®
SA = 0.42. BCA = M



PALE EUCALYPT®
SA = 0.60. BCA = M



WOODLAND GREY® ①
SA = 0.71. BCA = D



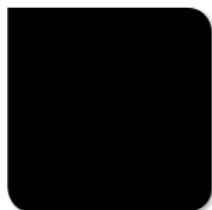
DEEP OCEAN® ②
SA = 0.75. BCA = D



COTTAGE GREEN®
SA = 0.75. BCA = D



MANOR RED®
SA = 0.69. BCA = D



NIGHT SKY®
SA = 0.96. BCA = D

CONTEMPORARY colour range¹



SURFMIST® ①②
SA = 0.32. BCA = L



EVENING HAZE®
SA = 0.43. BCA = M



SHALE GREY™
SA = 0.43. BCA = M



DUNE® ①②
SA = 0.47. BCA = M



COVE™
SA = 0.54. BCA = M



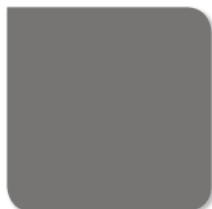
WINDSPRAY® ①②
SA = 0.58. BCA = M



GULLY™
SA = 0.63. BCA = D



MANGROVE™
SA = 0.64. BCA = D



WALLABY™ ②
SA = 0.64. BCA = D



JASPER®
SA = 0.68. BCA = D



BASALT™
SA = 0.69. BCA = D



IRONSTONE®
SA = 0.74. BCA = D



TERRAIN®
SA = 0.69. BCA = D



MONUMENT® ②
SA = 0.73. BCA = D

Note: Pricing allows for the above colours from the standard Classic and Contemporary Colorbond® ranges only, additional materials and finishes available upon request

SCOPE OF WORKS

YARRA-7 TOILET BUILDING

ITEM	BY MODUS	BY OTHERS	N/A
DESIGN + ENGINEERING			
Engineering Drawings	•		
Concrete Specification Plan	•		
Plumbing Pre-Lay Plan	•		
Structural Engineer Sign Off	•		
TOILET BUILDING SUPPLY			
Fabrication, Coating and Pre-assembly of Components	•		
Freight of Kit-Form Building to Site	•		
OTHER ITEMS			
Local Building Permits, Approvals and Fees		•	
Sitework and Installation		•	

*Customer to provide soil classification specific to site, standard engineering limited to following soil types; A, S, M, H1 and H2

INVESTMENT VALUE

YARRA-7 TOILET BUILDING

ITEM	QUANTITY	UNIT VALUE	VALUE
YARRA-7 Toilet Building with Coastal Specification Including Scope and Fixtures as noted	2	\$ 107,717.00	215,434.00
Delivery to Mapoon QLD 4874	2	\$ 9,231.00	18,462.00
TOTAL			\$ 233,896.00

NOTES

- Delivery allows for items delivered on pallets, mechanical off-loading (forklift) to be provided by client unless specifically allowed for in above pricing

Please note this proposal is provided on a 'commercial in confidence' basis. Publishing in part or full of this proposal in tender documents or the like, without prior approval by Modus, will be considered a breach. If you would like to include specific parts of this in tender documents, please let us know and we will be more than happy to discuss and approve if warranted.

Thank you for the opportunity to provide a proposal on our solution for your needs, if you have any questions please get in touch with me on the details below. We look forward to assisting you further soon.

Best regards,



Jon Cook

Senior Project Consultant

M 0439 902 180

P 1300 945 930

E jon@modusaustralia.com.au

PREFERRED SUPPLIER TO LOCAL GOVERNMENT



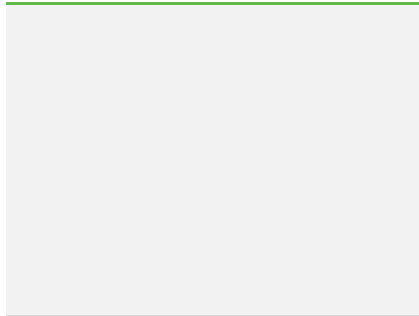
OPTIONAL EXTRAS

ITEM	VALUE (+GST)
Unloading Fee – necessary if no forklifts available on site	\$ 900.00
Stainless Steel Pan Upgrade ; price for TWO toilet buildings	\$ 21,032.00
Solar Lighting (12 OFF) ; price for TWO toilet buildings	\$ 12,614.00
Baby Change Table (horizontal); each	\$ 752.00
Deadlocks (per door, pre-fitted) <i>We recommend deadlocks are retrofitted to building after install by your preferred locksmith, if ability to lock doors is required</i>	\$ 325.00
Stainless Steel Hand Dryer ; each	\$ 619.00
Stainless Steel 1.2L Vertical Soap Dispenser ; each	\$ 152.00
Stainless Steel Hand Towel Dispenser ; each	\$ 259.00
Stainless Steel Triple Toilet Roll Dispenser ; each <i>Not for use in Disabled Cubicle – non-compliant</i>	\$ 252.00
Stainless Steel Jumbo Toilet Roll Dispenser ; each	\$ 209.00
Stainless Steel Mirror ; 600mm W x 1000mm H; each	\$ 633.00

EXCLUSIONS / NON-CONFORMANCES

SPECIFICATION REFERENCE

EXCLUSION / NON-CONFORMANCE



Please note general standard exclusions are noted in our terms and conditions.

PROJECTS



TERMS + CONDITIONS

These Trading Terms & Conditions ("Terms") are deemed to be a part of any subcontract or orders for the supply of Goods by Landmark Engineering & Design Pty Ltd (ACN 14 987 095) trading as Modus Australia ('LED') to a Customer from time to time. Acceptance of this proposal will deem acceptance of these conditions by the Customer. Any party who acts as an agent for another party such as the developer, builder or owner, must take all responsibility to accept the conditions of contract and payment of goods, and accept that they have full authority to liaise or negotiate with Modus regarding this agreement.

1 Interpretation

In these terms unless the contrary intention appears:

"LED" means Landmark Engineering & Design Pty Ltd, ACN 147 987 095, including its trading entity Modus Australia.

"Additional Charges" includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Customer to LED arising out of the sale of the Goods.

"Proposal" means any quotation or written advice of price from LED for its Goods.

"Customer" means the person to or for whom the Goods are to be supplied by LED.

"Goods" means the Goods sold to the Customer by LED and includes any services provided by LED to Customer.

"Intellectual Property Right" means any patent, registered design, patent, trademark, copy-right, trade secret or any other proprietary right of a third party or parties, registered or unregistered, in any country.

"PPSA" means the *Personal Property Securities Act 2009 (Cth)*.

"Purchase Price" means the list price for the Goods as charged by LED at the date of delivery or such other price as may be agreed by LED and the Customer prior to delivery of the Goods. Quoted prices are to be treated as estimates only and are subject to withdrawal, correction or alteration at any time before acceptance of the order by LED.

2 Proposals

- 2.1 Proposals from LED for Goods remain valid for 30 days from date of issue.
- 2.2 Unless otherwise stated, prices provided by LED are based on the following (as relevant and unless expressly stated otherwise in the proposal):
 - 2.2.1 Uninterrupted access to the site and location of product to be installed, by heavy vehicles including concrete trucks and Hiab crane trucks;
 - 2.2.2 Security monitoring of products to prevent damage, including concrete during curing period, to be provided by the Customer;
 - 2.2.3 Site fencing and personnel barriers to be provided by the Customer;
 - 2.2.4 Inductions and WHS compliance to be advised prior to attending site, by the Customer;
 - 2.2.5 Surveying of site and location of services to be conducted by the Customer and report provided to LED;
 - 2.2.6 Soil testing for engineering purposes to be conducted by the Customer and report provided to LED, standard engineering limited to following soil types; A, S, M, H1 and H2;

- 2.2.7 All risk for the Goods to transfer to the Customer upon delivery to site;

- 2.3 Unless otherwise stated, prices provided by LED do not include (as relevant and unless expressly stated otherwise in the proposal):

- 2.3.1 Goods & Services Tax (GST);
- 2.3.2 Delivery of Goods;
- 2.3.3 Installation of Goods;
- 2.3.4 Hard digging and rock breaking;
- 2.3.5 Site or the Customer's specific induction or compliance requirements.

3 Order for Goods

- 3.1 An order given to LED is binding on LED and the Customer, if:
 - 3.1.1 a written acceptance is signed for or on behalf of LED; or
 - 3.1.2 the Goods are supplied by LED in accordance with the order.
- 3.2 An acceptance of the order by LED is then to be an acceptance of these Terms by LED and the Customer and these Terms will override any conditions contained in the Customer's order. LED reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on LED until accepted by it.
- 3.3 An order which has been accepted in whole or in part by LED cannot be cancelled by the Customer without obtaining the prior written approval of LED, which it may refuse in its absolute discretion.

4 Limitation of Liability

- 4.1 LED liability is limited to, to the extent permissible by law and at LED's option:
 - 4.1.1 in relation to the Goods:
 - 4.1.1.1 the replacement of the Goods or the supply of equivalent goods
 - 4.1.1.2 the repair of the Goods
 - 4.1.1.3 the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
 - 4.1.1.4 The payment of the cost of having the Goods repaired
 - 4.1.2 Where the Goods are services:
 - 4.1.2.1 the supply of service again; or
 - 4.1.2.2 the payment of the cost of having the services supplied again.
- 4.2 Any claims to be made against LED for short delivery of Goods must be lodged with LED in writing within 7 days of the delivery date.
- 4.3 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms are excluded and LED is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate Customer for:

- 4.3.1 any increased costs or expenses;
 - 4.3.2 any loss of profit, revenue, business, contracts or anticipated savings;
 - 4.3.3 any loss or expense resulting from a claim by a third party; or
 - 4.3.4 any special, indirect or consequential loss or damage of any nature whatsoever caused by LED's failure to complete or delay in completing the order to deliver the Goods.
 - 4.3.5 defects or damages caused in whole or in part by misuse, abuse, neglect, electrical or other overload, non-suitable lubricant, improper installation repair or alteration (other than by LED) or accident;
 - 4.3.6 Any transport, installation, removal, labour or other costs;
- 4.4 The exemption, limitations, terms and conditions in these Terms apply whether the loss or damage is caused by negligence or actions constituting fundamental breach of contract.

5 Delivery

- 5.1 The times quoted for delivery are estimates only and LED accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of LED.
- 5.2 Where the Customer causes delay in delivery, LED may require, at its sole discretion, a storage fee of \$25.00 per pallet per week after a period of 14 days. Should a storage fee be required, the Customer will be notified in writing. LED will not be liable for any loss or damage to stored Goods. Storage is at the risk of the Customer.
- 5.3 The Customer, unless by mutual alternate arrangement with LED, is to provide mechanical and/or physical assistance in unloading the Goods at point of delivery.
- 5.4 Risk in accepting the Goods passes on delivery to the Customer.
- 5.5 All Additional Charges are payable by the Customer in addition to the Purchase Price of the Goods.
- 5.6 Return of Goods will not be accepted by LED except by prior agreement in writing with LED. Any Goods returned by written agreement with LED will be subject to a restocking charge of 10% of the Purchase Price of those Goods.

6 Variations

Should there be any variation in details, specification, sizes and quantities, delivery instructions or any other item or matter on which the proposal or invoice is based, LED reserves the right to revise and amend the Purchase Price accordingly. LED requires advice of variation requests from the Customer in writing, which will only be accepted based on LED acceptance in writing. Where variation is accepted by LED, the Customer accepts the resulting change to the Purchase Price and delivery timing.

7 Price and Payment

- 7.1 The Customer must pay the Purchase Price and the Additional Charges to LED in full at the specified terms, whether standard terms or those imposed at the discretion of LED.
- 7.2 Due to made-to-order nature of products, standard terms are 20% deposit prior to commencement of any works/services or manufacture, additional 30% upon completion of manufacture prior to delivery, balance upon delivery or project completion. Progress claims will be made for site works completed during month period. LED may at its discretion, require the Customer to pay in full prior to delivery. Deposit and progress payments are required, even if the Customer has been approved for credit with LED.
- 7.3 Should the Customer cancel an order prior to fulfilment, LED will at its sole discretion determine the costs that are payable by the Customer.
- 7.4 If the Customer is in default, LED may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.
- 7.5 Interest is charged at the rate of 2% per month from the expiry of that period until the date payment is received by LED.

- 7.6 LED does not accept retention monies being held by the Customer, but can provide a bank guarantee in lieu of such upon request
- 7.7 All amounts payable by the Customer under these Terms must be paid without set-off or counter claim of any kind.

8 Intellectual Property

- 8.1 All branding and artwork provided by the Customer is the intellectual property of the Customer. Artwork and branding supplied will only be used for the purposes of satisfying these Terms.
- 8.2 Customer warrants that the use by LED of any intellectual property provided by Customer to LED so that LED may provide the Goods and/or services under these Terms does not infringe any Intellectual Property Rights.
- 8.3 Customer must indemnify and keep indemnified LED against any and all liabilities, expenses, losses and/or damages including attorney's fees whether direct, indirect or consequential, arising from a third party, alleging that the Goods infringe the Intellectual Property Right of the third party due to LED's use in the production of the Goods of any branding, artwork or other intellectual property provided to LED by Customer.

9 Retention of Title

- 9.1 Ownership, title and property in the Goods and in the proceeds of sale of those Goods remains with LED until payment in full for the Goods and all sums due and owing by the Customer to LED on any account has been made. Until the date of payment:
 - 9.1.1 the Customer has the right to sell the Goods in the ordinary course of business;
 - 9.1.2 the Goods are always at the risk of the Customer.
- 9.2 The Customer is deemed to be in default immediately upon the happening of any of the following events:
 - 9.2.1 if any payment to LED is not made promptly before the due date for payment;
 - 9.2.2 if the Customer ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Customer payable to LED is dishonoured;
- 9.3 In the event of a default by the Customer, then without prejudice to any other rights which LED may have at law or under this Agreement:
 - 9.3.1 LED or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.
 - 9.3.2 LED may recover and resell the Goods;
 - 9.3.3 if the Goods cannot be distinguished from similar Goods which the Customer has or claims to have paid for in full, LED may in its absolute discretion seize all Goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of LED and the Customer may be ascertained. LED must promptly return to the Customer any Goods the property of the Customer and LED is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Customer's business howsoever arising from the seizure of the Goods.
 - 9.3.4 In the event that the Customer uses the Goods in some manufacturing or construction process of its own or some third party, then the Customer must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for LED. Such part will be an amount equal in dollar terms to the amount owing by the Customer to the LED at the time of the receipt of such proceeds. The Customer will pay LED such funds held in trust upon the demand of LED.
- 9.4 Separately, Customer hereby charges all its right, title and interest to and in the proceeds of sale of the Collateral (as defined in the PPSA) as original collateral, or any of it, in favour of the LED.

10 PPSA

- 10.1 Defined terms in this clause have the same meaning as given to them in the PPSA.
- 10.2 LED and the Customer acknowledge that these Terms constitute a Security Agreement and entitle the LED to claim:
- 10.2.1 a Purchase Money Security Interest ("PMSI") in favour of LED over the Collateral supplied or to be supplied to the Customer as Grantor pursuant to these Terms; and
- 10.2.2 a security interest over the proceeds of sale of the Collateral referred to in (a) as original collateral.
- 10.3 The Goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Terms.
- 10.4 The Proceeds of sale of the Collateral referred to in clause 10.2.1 falls within the PPSA classification of "Account".
- 10.5 LED and the Customer acknowledge that LED, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to Customer pursuant to these Terms and in the relevant Proceeds.
- 10.6 To the extent permissible at law, the Customer:
- 10.6.1 waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to LED.
- 10.6.2 agrees to indemnify LED on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the;
- 10.6.2.1 registration or amendment or discharge of any Financing Statement registered by or on behalf of LED; and
- 10.6.2.2 enforcement or attempted enforcement of any Security Interest granted to LED by the Customer;
- 10.6.3 agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms;
- 10.6.4 agrees to waive its right to do any of the following under the PPSA:
- 10.6.4.1 receive notice of removal of an Accession under section 95;
- 10.6.4.2 receive notice of an intention to seize Collateral under section 123;
- 10.6.4.3 object to the purchase of the Collateral by the Secured Party under section 129;
- 10.6.4.4 receive notice of disposal of Collateral under section 130;
- 10.6.4.5 receive a Statement of Account if there is no disposal under section 132(4);
- 10.6.4.6 receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
- 10.6.4.7 receive notice of retention of Collateral under section 135;
- 10.6.4.8 redeem the Collateral under section 142; and
- 10.6.4.9 reinstate the Security Agreement under section 143.
- 10.6.5 All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.

11 No Implied Service

The Customer acknowledges that except as provided by law this Agreement does not entitle the Customer to demand to receive from us any site inspection or service of the Goods supplied, delivered and/or installed, such work to be the subject of a separate agreement if applicable.

12 Regulatory and Government Approvals

Unless specifically stated otherwise, LED is not responsible for building or development application or fees to Council or relevant approvals for installation and use of Goods as may be required by Council or Government Codes. Responsibility to obtain such approvals rests solely with the Customer.

13 On-Sale

The Customer agrees that upon the on-sale of any Goods to third parties, it will:

- 13.1 inform any third party involved of these Terms;
- 13.2 inform any third party of LED's product warranties if any; and
- 13.3 not make any misrepresentations to third parties about the Goods.

14 Trustee Capacity

If Customer is the trustee of a trust (whether disclosed to LED or not), Customer warrants to LED that:

- 14.1 Customer enters into this Agreement in both its capacity as trustee and in its personal capacity;
- 14.2 Customer has the right to be indemnified out of trust assets;
- 14.3 Customer has the power under the trust deed to enter into this Agreement; and
- 14.4 Customer will not retire as trustee of the trust or appoint any new or additional trustee without first advising the LED.

15 Clerical Errors

Clerical errors in computations, typing or otherwise of catalogue, quotation, acceptance offer, invoice, delivery docket, credit note, specifications of LED shall be subject to correction.

16 Indemnity

To the full extent permitted by law, Customer will indemnify LED and keep LED indemnified from and against any liability and any loss or damage LED may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by Customer or its representatives.

17 General

- 17.1 These Terms are to be construed in accordance with the laws from time to time in the State of Western Australia and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia, Australia and any courts which may hear appeals from those courts in respect to any proceedings in connection with these Terms.
- 17.2 These Terms contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- 17.3 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.
- 17.4 LED may, at its sole discretion, subcontract or assign its rights and obligations hereunder.
- 17.5 The Customer may not assign its rights and obligations hereunder without the express written permission of LED.

No waiver of any of these Terms or failure to exercise a right or remedy by LED will be considered to imply or constitute a further waiver by LED of the same or any other term, condition, right or remedy.

ACCEPTANCE

Let's do this. Review all details, sign below and send to us so we can get this happening for you.

SUMMARY

Proposal No.	MA4368-C
Contract Total	\$ 233,896.00+ GST
Scope	As detailed in this proposal

Please note acceptance of this proposal confirms your acceptance of our terms and conditions.

Once we've received your acceptance, we will be in touch to confirm your order and advise any further information required for us to commence your order.

I wish to proceed with this proposal:

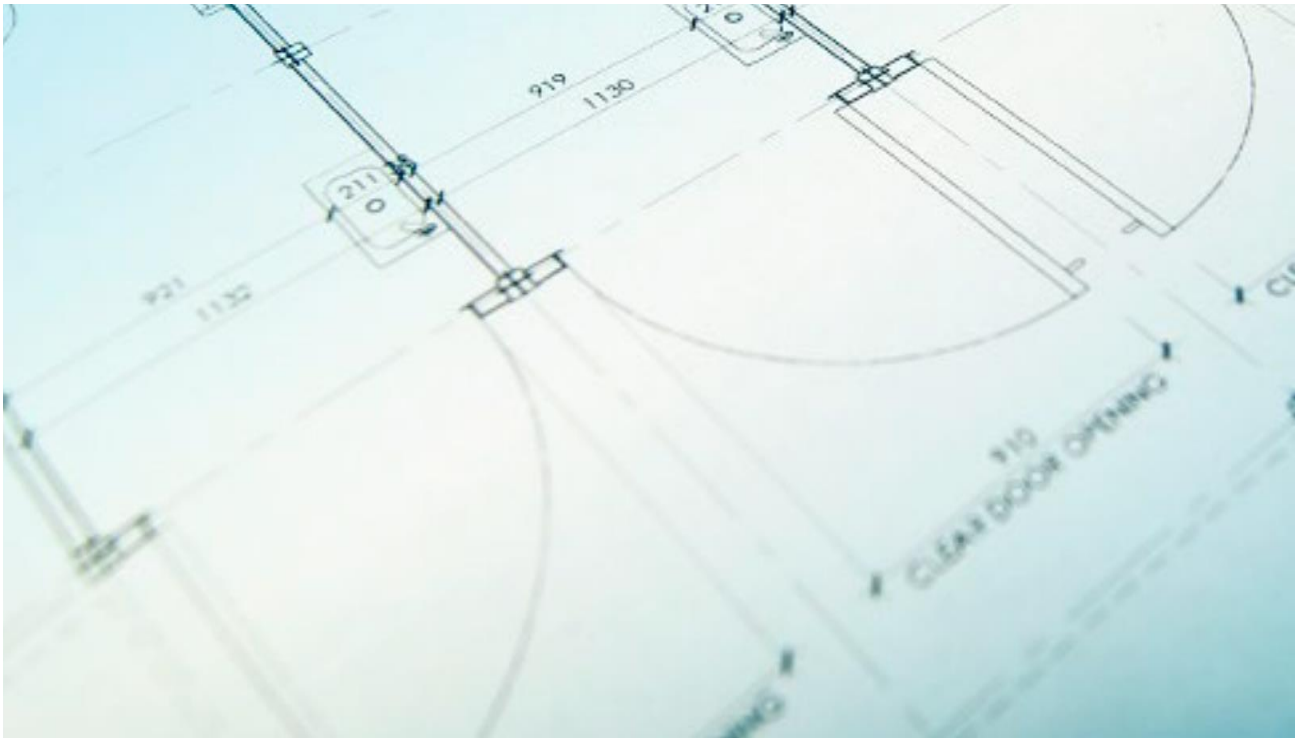
Your Name and Title

Company Name

Authorised Signature

Purchase Order / Contract No. (if required)

Date



TOILET AMENITY BUILDING PROJECTS MADE EASY

- **Design Consultation** and project planning assistance
- **Documentation Package**, including certified engineering drawings, plumbing pre-lay and concrete spec plans
- **Prefabricated Modular Building Kit**
- **Technical Support Team**



GOT QUESTIONS?

Get in touch



1300 945 930



info@modusaustralia.com.au



modusaustralia.com.au



Modus Australia

Response to :

DESIGN FABRICATION AND SUPPLY OF TOILET BLOCKS AS PER ATTACHED DRAWINGS AND REQUIREMENTS.

Reference Number : VP373448

Response posted on 08/Sep/2023 11:06 AM

Response Reference: - MA 4368-C & 6518 - Mapoon Aboriginal Shire Council

Response ID: VPR646117

Response created by:

Modus Australia Restrooms And Toilet Buildings (projectsales@modusaustralia.com.au)

Response posted via the Public Areas Facilities, Parks & Amenities LB304 (Contract name/number: LB304, Expiry
date: 31/Oct/2024)

[Mapoon Aboriginal Shire Council](#)

Response from:

Response ID: VPR646117

Created Date: Friday 08 September 2023 10:54 AM

Posted Date: Friday 08 September 2023 11:06 AM

Response reference: - MA 4368-C & 6518 - Mapoon Aboriginal Shire Council

Response via: Public Areas Facilities, Parks & Amenities LB304

Contract name/number: LB304

Expiry date: 31/Oct/2024

Business: **Modus Australia**

ABN **53 147 987 095**

Location: Level 27, 32 Turbot Street
Brisbane
4000, Queensland Australia



Contact: *Contact Name:* Modus Australia Restrooms And Toilet Buildings
Position: Sales Manager
Main Phone: 1300945930
Mobile Phone: 0439902180
Email: projectsales@modusaustralia.com.au

Web Site: <http://www.modusaustralia.com.au>

Description: Modus Toilet Buildings supply direct as a preferred supplier to QLD and NT local government projects. Our tailored technical engineering support and expert proposal service personnel are focused on each clients' needs to ensure open spaces continue to benefit the public.

"Toilet solutions tailored to every situation and any location." Gavin Cook, Sales Director at Modus Australia

MODULAR | PREFAB HYBRID | KIT-FORM

- Cubicle controlled configuration, means each Modus floorplan is fit-for-purpose. Precise prefabrication delivers a package which is easy to install saving by less construction time and minimal onsite waste for a sustainable solution.

BUILDING STYLES - Standard | Multi | Shelter

- From one single cubicle right up to multiple mixed use amenity building for beaches, pony clubs and showgrounds. Designs to meet our clients' specific needs
- Common layouts can be adapted to include a kitchen, laundry, change room, drink fountain, tourism noticeboard, façade lasercut panels and solar lighting.

FLEXIBLE SOLUTIONS

Internal fixtures and external features can be modified to suit the project specific design intent and are backed by an experienced team who can help provide all the technical assistance required.

UNIQUE BUILDINGS

Changing places provide a secure facility with 24 hours access, additional floor space and necessary equipment to assist people living with a severe disability. Modus Australia offer two Changing Place designs as a stand-alone facility with specific floor space and equipment.

INCUBE - Urban design for architectural expression with premium fixtures and creative expressive external graphics.

Docs attached by the list admin to this supplier: None...

Compliance Details:

Type:	Product Liability Insurance
Policy/Doc #:	BAW001-432-992
Coverage Value \$:	20000000
Issued by :	Allianz
Expiry:	01/Apr/2024
Comments:	Not provided
Type:	Professional Indemnity Insurance
Policy/Doc #:	176R000286PLP
Coverage Value \$:	20000000
Issued by :	Allianz
Expiry:	01/Apr/2024
Comments:	Not provided
Type:	Public Liability Insurance
Policy/Doc #:	BAW001-432-992
Coverage Value \$:	20000000
Issued by :	Allianz
Expiry:	01/Apr/2024
Comments:	Not provided
Type:	Workers Compensation Insurance
Policy/Doc #:	WCW004948360
Coverage Value \$:	50000000
Issued by :	GIO
Expiry:	01/Apr/2024
Comments:	Not provided

Selection Status:

Your decision Undecided

Your personal notes:

None added

Your attachments to this response

None provided

Suppliers response:

Good Afternoon,

Thank you for giving us this opportunity to submit.

Please see attached proposal and drawings of product/s as requested.

Feel free to reply or call with any queries or feedback.

Hope to hear from you soon, Look forward to working with you.

Your criteria/questions

Q1 - [Required]: Please provide an overview of your available resources.

Modus Australia currently has the resources and staff capacity to take on the proposed contract.

Q2 - [Required]: Outline technical specifications of your recommended product...

Please see attached documents:

- 1.1_MA6518 - Mapoon Aboriginal Shire Council - Toilet - Atlantis-2 Custom
- 1.2_MA4368-C - Mapoon Aboriginal Shire Council - Toilet - Yarra-7
- 1.6_Anti-Vandal Toilet Buildings
- 1.7_Prefab Modular Kit-Form Construction
- 1.8_Install_Prefab Modular Construction

Supplier provided pricing

Price EXCLUDING Tax:	\$ 377,114.00 AUD
Tax component:	\$ 37,711.40 AUD
TOTAL PRICE:	\$ 414,825.40 AUD
These prices are:	Fixed
Comments:	Not provided.

Invoicing Details

If successful, the supplier will invoice with the following details

Business Name:	Modus Australia
Business Number:	53 147 987 095 (ABN)

Suppliers Attachments

The supplier has attached 1 document to this response. You can find it in this zip file under
'/Responses/Modus_Australia/VPR646117/Response Docs/'



Moodie Outdoor Products P/L

Response to :

DESIGN FABRICATION AND SUPPLY OF TOILET BLOCKS AS PER ATTACHED DRAWINGS AND REQUIREMENTS.

Reference Number : VP373448

Response posted on 08/Sep/2023 11:42 AM

Response Reference: none provided

Response ID: VPR646130

Response created by:

Neal Moodie (neal@moodie.com.au)

Response posted via the Public Areas Facilities, Parks & Amenities LB304 (Contract name/number: LB304, Expiry date: 31/Oct/2024)

[Mapoon Aboriginal Shire Council](#)

Response from:

Response ID: VPR646130

Created Date: Friday 08 September 2023 11:30 AM

Posted Date: Friday 08 September 2023 11:42 AM

Response reference: None provided

Response via: Public Areas Facilities, Parks & Amenities LB304

Contract name/number: LB304

Expiry date: 31/Oct/2024

Business: **Moodie Outdoor Products P/L**
Validated Business Name: MOODIE OUTDOOR PRODUCTS PTY LTD

ABN **97 104 788 329**

Location: Unit 9, 33-37 College Street
Gladesville
2111, New South Wales Australia

Contact: *Contact Name:* Neal Moodie
Position: Sales Manager
Main Phone: 0417763180
Mobile Phone: None Provided
Email: neal@moodie.com.au

Web Site: <http://www.moodie.com.au>

Description: Distribution & Installation of street, park furniture and structures, prefabricated public toilets both automatic and conventional, playground and outdoor fitness equipment and "Roocycle" recycled timber/plastic. Additional products include bridges, boardwalks, park shelters. Accessible picnic settings, seats, benches, bubblers and BBQ. Shade protection products are available in both fabric and metal versions.

Docs attached by the list admin to this supplier: The following document(s) have been linked to this supplier by the Public Areas Facilities, Parks & Amenities LB304 panel administrator.

- lb304_moodie_price schedule_goods & consumables.xls

Document(s) listed above NOT INCLUDED in this zip file for this supplier can be accessed by logging into VendorPanel and viewing the details for Moodie Outdoor Products P/L on the Public Areas Facilities, Parks & Amenities LB304 list of suppliers.



Compliance Details:	Type:	Product Liability Insurance
	Policy/Doc #:	21100014
	Value:	20000000
	Insurer:	Sterling Insurance
	Expiry:	31/Oct/2023
	Comments:	Not provided
	Type:	Professional Indemnity Insurance
	Status:	Pending approval...
	Type:	Public Liability Insurance
	Policy/Doc #:	21100014
	Value:	20000000
	Insurer:	Sterling Insurance
	Expiry:	31/Oct/2023
	Comments:	Not provided
	Type:	Workers Compensation Insurance
	Policy/Doc #:	WAD110463710
	Value:	Not provided
	Insurer:	WorkCover Queensland
	Expiry:	30/Sep/2023
	Comments:	Not provided

Selection Status:

Your decision Undecided

Your personal notes:

None added

Your attachments to this response

None provided

Suppliers response:

Moodie Outdoor Products has extensive experience in supplying high quality outdoor products ranging from furniture, shelters, restrooms and playgrounds. Our website outlines the range of products available - www.moodie.com.au

Moodie Outdoor Products has completed numerous projects similar to this scope all around Australia. The restrooms come with a 10 year structural warranty.

A preliminary drawing has been included for Council to review in the proposal stage.

Refer to document BUR-2D-B1.pdf for the 2D building.

For the shower and cubicles building, we have supplied an example drawing of a different 1D4A building to mainly highlight how the Service Duct is orientated and can be used to store hot water systems, switchboards, concealed cisterns, and other maintenance equipment and supplies.

Full BA drawings are provided with delivery.

An installation manual is provided to assist local contractors to install the toilet block. We are happy to provide guidance to local contractors used. Engineering drawings and building approvals are included.

We have made a note that we recommend that the Hot Water system and electrical works are arranged locally with the installation works. (A more qualified trades person can specify the right sized equipment for the new facility)

In terms of delivery, if the 2D building is supplied at the same time as the larger building, then we can fit it on the same truck and not incur any additional delivery charges.

Your criteria/questions

Q1 - [Required]: Please provide an overview of your available resources.

The building is produced by the manufacturer, Outside Products, based at Brendale, Qld. The manufacturer has over 30 years experience, and has manufactured buildings for all parts of Australia and for cyclone rated environments. The manufacturer works with local suppliers to coordinate the fabrication of the restroom kits.

Typical manufacturing timelines span 10-12 weeks including preparation of drawings. There would be no problems to meet the specified delivery time for this project. We would also provide regular progress updates during manufacturing.

Expected timeline

1-2 weeks - agreement on pump room size, drawings finalised for Council approval, and Factory Instructions document finalised with colour specifications by Council

2-10 weeks - fabrication is conducted including sourcing and preparing materials, galvanising, powdercoating.

8-12 weeks - manufacturing and kit assembly. Installation manuals prepared. Delivery scheduled.

Q2 - [Required]: Outline technical specifications of your recommended product...

Please refer to the attached price quote for the specification of these buildings.

Other examples of our custom specification restroom capabilities are listed on the following webpage.

https://www.moodie.com.au/?product_cat=custom_spec

Supplier provided pricing

Price EXCLUDING Tax:	\$ 106,813.00 AUD
Tax component:	\$ 10,681.00 AUD
TOTAL PRICE:	\$ 117,494.00 AUD
These prices are:	Fixed
Comments:	Price only for the 3A1U4S building. Please refer to attached quotes for price of 2D building, and other optional specifications.

Invoicing Details

If successful, the supplier will invoice with the following details

Business Name:	MOODIE OUTDOOR PRODUCTS PTY LTD
Business Number:	97 104 788 329 (ABN)

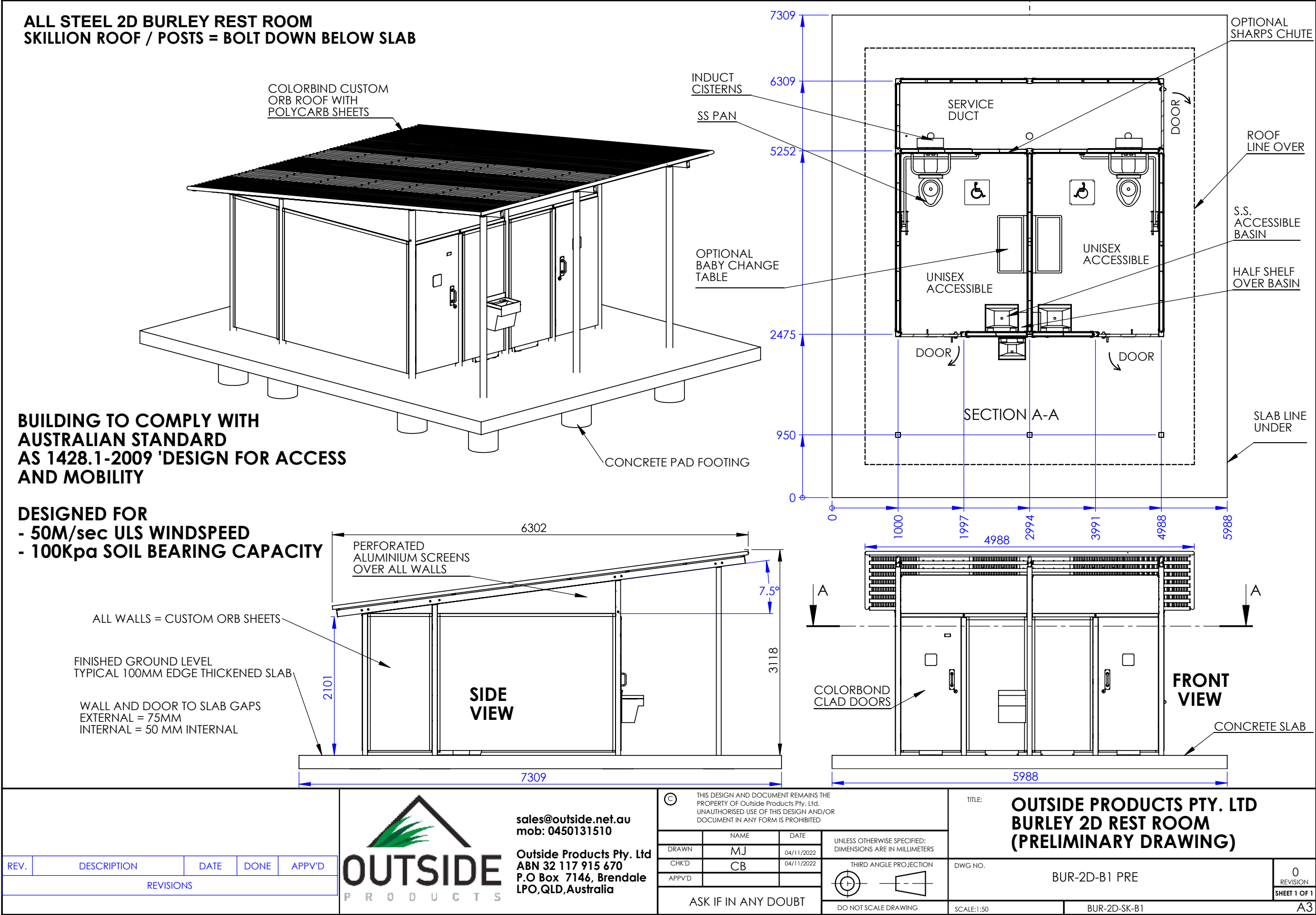
Additional Supplier Comments:

For solar lighting. We can offer the following unit for \$1100 ex GST per light.


Security housing for 2-part solar light fitting - 304 stainless steel with polycarbonate cover 135x250x70mm - solar panel included + Moodie Solar sensor light (Light globes 5 watt -Battery 16.28 watts Li-ion). Supply only.

Suppliers Attachments

The supplier has attached 4 documents to this response. You can find them in this zip file under
'/Responses/Moodie_Outdoor_Products_P_L/VPR646130/Response Docs/'





		<p>sales@outside.net.au mob: 0450 131 510</p> <p>Outside Products Pty Ltd, ABN 32 117 915 670</p>	
<p>© Outside Products Pty Ltd.</p> <p>THIS DESIGN AND DOCUMENT REMAIN THE PROPERTY OF Outside Products Pty Ltd. UNAUTHORISED USE OF THIS DESIGN AND/OR DOCUMENT IN ANY FORM IS PROHIBITED.</p>			
<p>REVISION</p>		<p>DATE</p>	
<p>1 code 2009</p>		<p>24.05.11</p>	
<p>2 new doors</p>		<p>9/6/11</p>	
<p>3</p>			
<p>4</p>			
<p>5</p>			
<p>6</p>			
<p>Burley Restroom 1D4C Outside Products Standard Range Plan and Elevations</p>			
<p>DRAWN</p>	<p>DATE</p>	<p>SCALE</p>	<p>DWG No.</p>
<p>snh</p>	<p>24.05.11</p>	<p>AS NOTED</p>	<p>A3</p>
		<p>A3</p>	<p>BUR-1D4C-1.0</p>
			<p>REV</p>
			<p>2</p>

8.4 RFQ FOR SUPPLY OF LARGE DRIVE IN FRIDGE/FREEZER FOR THE NEW STORE DEVELOPMENT

Author: Tom Smith, CEO

Authoriser: Tom Smith, CEO

Attachments: 1. Redbuild Refrigeration Quote [↓](#)

PURPOSE OF REPORT

Present to Council recommendation for supplier and installer of the large drive in Fridge and freezer.

BACKGROUND

Council Went out to market went out to secure quotes from recommended Fabricators to supply and install large commercial fridge freezers for the new store.

DISCUSSION

On the Closing of the RFQ Council received only 1 supplier willing to quote of supply and delivery of the Fridge/Freezer.

Full breakdown quote in the attachments.

Supplier	Quoted Price for supply and installation of fridge/freezer as per plans supplied.
Redbuilt Refrigeration	\$177,632.40 GST INC

RECOMMENDATION

That Council award the contract to Redbuilt refrigeration for the supply and install of the Commercial Fridge/Freezer to the new store.

Contract Amount of \$177,632.40 GST inc and authorise the CEO to Issue a Purchase order on behalf of the Council.

Redbuilt Refrigeration Pty Ltd**Rodney Brett****P O Box 331
Weipa Qld 4874**

redbuiltrefrigeration@gmail.com

A.B.N 54 162 914 061

A.C.N 162 914 061



BSA Licence: 15065203
Refrigerant Handling Licence: L126704
Refrigerant Trading Authority: AU40121
Phone: 0428963520

Quote**Bill To:**

Mapoon Aboriginal Shire Council
 Weipa Qld 4874

Invoice No.: 00002390**Date:** 18/05/2023

DATE	DESCRIPTION	TOTAL AMOUNT	CODE
	Specifications: Freezer room panel 150mm thick Coldroom panel 100mm thick 2 x refrigeration units per room with 65% duty on each unit LED lighting throughout	\$0.00	
	Payment Terms: 30% of total quote on acceptance of quote 30% of total quote on proof of equipment order Balance of quote on job completion Total cost	\$161,484.00	GST

Account Details:

Redbuilt Refrigeration PL
BSB 654-000
Account 41475254

Amount Applied: \$0.00

GST

\$16,148.40

Balance Due: \$177,632.40

Redbuilt Refrigeration Pty Ltd**Rodney Brett****P O Box 331
Weipa Qld 4874**

redbuiltrefrigeration@gmail.com

A.B.N 54 162 914 061

A.C.N 162 914 061



BSA Licence: 15065203
Refrigerant Handling Licence: L126704
Refrigerant Trading Authority: AU40121
Phone: 0428963520

Quote**Bill To:**

Mapoon Aboriginal Shire Council
 Weipa Qld 4874

Invoice No.: 00002390**Date:** 18/05/2023

DATE	DESCRIPTION	TOTAL AMOUNT	CODE
14/05/2023	Location: Mapoon Supermarket Supply and construct drive-in Coldroom/Freezer on site at Mapoon Supermarket Supply, install and commission dual refrigeration units into each room Supply and install all control wiring and lighting system to rooms Supply and install all condensation drainage to rooms Supply and install all wiring from main isolators Notes: Mains power to be supplied to isolators adjacent to outdoor units by others All freight from Cairns for materials to be paid by Mapoon Council All concrete slabs in rooms to be supplied by others	\$0.00 \$0.00	

Account Details:

Redbuilt Refrigeration PL
BSB 654-000
Account 41475254

Amount Applied:

GST

\$16,148.40

Balance Due:

8.5 WHS REPORT FOR AUGUST 2023

Author: Tom Smith, CEO

Authoriser: Tom Smith, CEO

Attachments: Nil

PURPOSE OF REPORT

To Update Council with any issues or outcome for the month of July regarding WHS within the Council organisation,

Mapoon Aboriginal Shire Council.

WHS Attendance, Risk Audit and Compliance Report – July/August 2023

WHS documents developed/under review -

- Developed 2 x SOPs for Rangers – Firearms and Drones
- Developed SOP for LPG gas handling.
- Developed SWMS for Rangers – Boat/Barge operations.
- Reviewed the Safe Driving Policy and Procedure- updated P&P submitted for review.
- Developed and submitted a new Policy and Procedure – Mobile Telephones (personal Use)
- Developed new Procedures for the Rangers – Drone Operations Procedure and Firearms Management Procedure
- Developed and submitted a LPG Gas handling Policy and Procedure
- Updated the WHS incident register.
- Updated the Hazards register.
- Council WHS Attendance report.
- Developed Interview Questions for the interview Panel re the WHSO position.
- Developed a folder for the new WHSO containing all required forms and information to assist him when he commences work. Folder contains toolbox signing forms, toolbox training topics and information, incident report forms, hazard reporting forms, inspection check lists etc.

Hazard, incident, and risk reporting –

- July/Aug 2023 – 14 x Hazard reports received, submitted, all yet to be actioned.

Hazard Register updated.

Incident reports received:

- July/Aug 2023 – 6 x Incident reports received for the period, 1 staff member suffered minor injuries while at work. 5 x Plant/Vehicle damage reports.

Incident Register updated.

LTIFR Reports**Calculation:**

(Number of lost time injuries in the reporting period x 1,000,000 / 1,216 hours)

Lost Time Injury Frequency Rate = Nil hours for July/Aug 2023.

Safe Work Method Statements developed and provided for the month.

- 1 x SWMS developed for Rangers – Boat and Barge operations.

Meetings

- Entry meeting with CEO
- Meeting with Exe Manager Communities to discuss WHS progress and any issues.
- Meeting with Rangers Coordinator re required P&P's and SOPs.
- Met with new Infrastructure Manager regarding WHS issues.
- Met with Exec Manager Community Development regarding Aged Care WHS issues.
- Met with Workshop manager re Plant/Vehicle incidents.
- Conducted 2 x Job Interviews for the vacant WHSO position.
- Conducted telephone interviews re references confirmations.
- Exit meeting with CEO.

Training and Inductions.

- Provided 2 x toolbox training sessions for Housing regarding Manual Handling and Fire Fighting Equipment use.
- Conducted New Employee WHS Induction training.

Site safety inspections conducted:

- Safety inspections of community areas
- Mechanical workshop
- Landfill site
- Paanja Lodge
- New Shop Construction
- Water Treatment plant
- Airport
- Aged Facility (3 x Haz report)
- Child Care Centre (2 x Haz report)
- Fitness Centre (2 x Haz report)
- Depot Gas storage (5 x Haz report)
- Café (4 x Haz report)

WHS Continuous Improvement Activities.

- LPG Gas Safety Management System
- Develop and implement a safety committee - ongoing.
- Sourced a training provider for the provision of construction white cards for new staff.

Objectives proposed for next attendance to Council.

During my next visit I will be focusing on the following tasks: -

High Priority

- Focus on incident reporting as not all incidents are being reported.
- Focus on implementing SWMS for all high-risk activities,
- Organise BA and chlorine gas operations training for plumbers and environmental health workers.
 - **MSMWHS216 – Operate Breathing apparatus.**
 - **NWPTRT013 – Operate and Control Liquefied Chlorine Gas Disinfection**

- Implement a safety committee, to include a member from each department.
- Toolbox talks and training sessions to be conducted with all council employees.
- Provide fire safety and WHS refresher courses for all staff.
- Conduct WHS inspections of building projects currently underway.
- Follow up on submitted hazard reports to ensure timely rectification/elimination.

Priority

- Conduct Fire safety training for new staff etc.
- Conduct Induction training for staff and contractors.
- Conduct toolbox training sessions for Housing and Rangers
- Conduct site inspections and prestart meetings.
- Continue the work on Hazardous chemicals risk register and SDS updates.
- Continued work on Hazard inspections.

RECOMMENDATION

That the Report of the Workplace health and Safety Officer be received and noted.

8.6 GRANTS IN PROGRESS FOR THE MONTH OF AUGUST 2023**Author:** Tom Smith, CEO**Authoriser:** Tom Smith, CEO**Attachments:** Nil**PURPOSE OF REPORT**

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

GRANTS

Monthly update August 2023

Priority	Grants open	Closing Date	Status
	SQW Skilling Qlders for Work 2023-4 R2	21 September	
	IPA Sea Country (see summary below)	6 October 2023	
	SES Support Grant- Due to open 4 October		
	Telecommunications Disaster Resilience Innovation (TDRI)	20-Oct-2023	
	Applications in progress		
	Investing in Our Communities (LiOC) [aka Priority community Infrastructure Program (PCIP)] rock wall -grant applications extension of time to 30 November	30 November 2023	In progress
	Applications submitted awaiting outcome		
	Growing Regions Program EOI-sports oval development	1/8/23	Submitted
	Water bottling plant feasibility-Deadly Innovation		Submitted
	Brief to DES for supporting equipment for Boss Beach Cleaner submitted – waiting for approval by RACQ		Submitted
	Indigenous Language Program-\$10k	26/6/23	Submitted
	Local Staff Accommodation units- EOI		Submitted
	Applications successful/unsuccessful		
	SQW R1 Skilling Queenslanders for Work 2023-24 Funding. For 7x 6month traineeships 4 in construction; 1 hospitality; 1 retail; and 1 business		successful

	S&R Minor Infrastructure Program- Lights for football oval		Successful
	ILSC Barge		Successful
	QCoast CHAS implementation funding-Cullen Point dune revegetation		Successful
	Reports and acquittals		
	RCIF Cullen Point additional information request	5 September 2023	submitted
	NIAA Food security-freezer for store report EoT	30 September 2023	Approved
	RAUP final report-Request for EoT to 30 September		Approved
	PACLS-SES Shed fitout final report-EoT		Approved
	BBRF-Ranger Base progress report 3 completed	28 July2023	In progress
	Projects looking for grants	Project value	Status
	Clermont St-Cullen Point Road shoulder and reseal-possible QRA for shoulder and RTR for reseal	\$1.2m	
	Cemetery/ Cemetery Planning	\$?	
	Paanja Festival 2024	\$150,000	
	Car and waste shredder-business opportunity \$239,000 for excavator; \$980,112 shredder \$? operator	\$1.3m	
	Tourism marketing strategy and signage	\$?	
	Triplex staff accommodation		
	Can crusher	?	
	Childcare astroturf for play area	?	
	Waste transfer station- de-gas equipment	?	
	Aquaponic farm	?	
	Solar street lights	?	

RECOMMENDATION

That the Report of the Grants Manager be received and noted.

8.7 EXECUTIVE FINANCE MANAGER AUGUST 2023 REPORT

Author: Elzebie Groenewald, Executive Manager Financial Services

Authoriser: Tom Smith, CEO

Attachments: 1. Finance Report August 2023 [↓](#)

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 internal auditors preparing the working papers for End of Financial Year and Audit. A preliminary finance report has been prepared for August 2023 as we are still in the process of finalising end of year balances and asset valuations. Council is meeting the QAO milestones to date. We have a new finance staff member, so we are back to a full team in time for end of year audit.

Profit & Loss

As at 31st August 2023 the Council made a net profit of \$2.007M. This includes depreciation of \$343,862 which makes the operating profit less depreciation \$2.351M.

Revenue

As at 31st August 2023 the Council received revenue totalling \$4.404M, 24% above the budget of \$3.555M. This is due to timing difference of funds received from funding bodies.

General Expenses & Cost of Goods Sold

As at 31st August 2023 Council total expenditure was \$2.397M, 36% below the budget of \$3.791M. This is due to a timing difference on completing projects.

Accommodation

The Accumulated Profit for accommodation and camping at 31st August 2023 is \$21,571. The average occupancy rate for July and August was 22% in the cabins and 72% at Cullen Point Camp.

Untied Funds

The Council currently holds \$3.208M in untied funds.

RECOMMENDATION

That Council endorses the Financial Report for the period August 2023.

PO Box 213
Weipa Qld 4874

Profit & Loss [Budget Analysis]

July 2023 through June 2024

	Selected Period	Budgeted	\$ Difference	% Difference
Income				
Agency Fees				
Income - Centrelink Agency Fee	\$5,105.48	\$4,957.00	\$148.48	3%
Income - Postal Agency Commis	\$1,744.50	\$1,744.50	\$0.00	0%
Council Dog Registration Fees	\$0.00	\$0.00	\$0.00	
Landing Fees	\$0.00	\$130.00	-\$130.00	
Revenue - Hire - Plant & Equip	\$0.00	\$70,084.67	-\$70,084.67	
Revenue - Hire of Vehicle	\$8,971.24	\$8,982.67	-\$11.43	0%
Income - Fishing Licence	\$1,200.00	\$1,200.00	\$0.00	0%
Membership Fee	\$227.28	\$2,448.00	-\$2,220.72	-91%
Ranger Contract Services	\$86,189.27	\$42,133.83	\$44,055.44	105%
L&S Miscellaneous Income	\$0.00	\$750.00	-\$750.00	
Rental Receipts Social Housing	\$2,827.20	\$3,347.17	-\$519.97	-16%
Staff Housing	\$0.00	\$9,040.00	-\$9,040.00	
Rates	\$0.00	\$4,798.83	-\$4,798.83	
Lease payments Housing	\$310,592.90	\$57,960.00	\$252,632.90	436%
Accommodation	\$47,836.46	\$81,992.83	-\$34,156.37	-42%
Rental - Misc properties	\$18,571.52	\$33,465.00	-\$14,893.48	-45%
Income - Administration Fees	\$20,668.29	\$105,665.00	-\$84,996.71	-80%
Interest received	\$0.00	\$0.00	\$0.00	
Income - Bank Interest	\$13,064.16	\$9,104.00	\$3,960.16	43%
Works Sales - Houses	\$164,842.25	\$673,264.67	-\$508,422.42	-76%
Workshop Sales - Mech External	\$321.55	\$973.50	-\$651.95	-67%
Workshop sales Internal	\$8,712.74	\$17,727.33	-\$9,014.59	-51%
Workshop sales Fuel Internal	\$18,201.34	\$16,940.50	\$1,260.84	7%
Workshop sales fuel External	\$0.00	\$83.50	-\$83.50	
Camping Fees- Town , Cullen Pt	\$11,777.30	\$5,475.00	\$6,302.30	115%
Camping Fees-Outside town area	\$0.00	\$0.00	\$0.00	
Store sales - Fuel	\$92,654.06	\$80,785.33	\$11,868.73	15%
ATM - Rebates	\$0.00	\$333.33	-\$333.33	
Café - Sales	\$754.54	\$75,000.00	-\$74,245.46	-99%
Aged Care Meals	\$445.46	\$0.00	\$445.46	
Sales - Gas Bottles	\$3,818.22	\$2,684.83	\$1,133.39	42%
Washing Machine, Coin operated	\$0.00	\$69.67	-\$69.67	
Mapoon Shirts - CommunitySalea	\$2,363.60	\$1,964.00	\$399.60	20%
Reimbursements	\$58,964.02	\$22,154.33	\$36,809.69	166%
Refunds/Claims	\$218,856.00	\$0.00	\$218,856.00	
Grants - General Purpose	\$20,000.00	\$5,347.00	\$14,653.00	274%
Grants - Operating - State	\$2,625,081.50	\$1,065,653.50	\$1,559,428.00	146%
Grants - Operating - C'wlth	\$632,784.11	\$268,260.00	\$364,524.11	136%
Grants - Operating - Other	\$10,000.00	\$7,083.33	\$2,916.67	41%
Grants - Capital - State	\$0.00	\$752,020.67	-\$752,020.67	

Grants - Capital - C'With	\$0.00	\$104,017.33	-\$104,017.33	
Grants - Capital - Other	\$0.00	\$0.00	\$0.00	
Donated Assets	\$0.00	\$0.00	\$0.00	
Donations	\$1,818.18	\$1,500.67	\$317.51	21%
Disposal of assets	\$16,363.64	\$16,666.67	-\$303.03	-2%
Total Income	\$4,404,756.81	\$3,555,808.67	\$848,948.14	24%

Cost of Sales

Store CoS Fuel	\$78,659.40	\$76,879.00	\$1,780.40	2%
Camp Fee Royalties	\$0.00	\$4,927.50	-\$4,927.50	
Purchases - Cafe	\$271.03	\$20,465.33	-\$20,194.30	-99%
Purchases - Workshop Stock	\$6,176.38	\$0.00	\$6,176.38	
Purchases - Workshop Fuel	\$14,515.95	\$0.00	\$14,515.95	
Freight- Workshop	\$496.08	\$0.00	\$496.08	
Works Materials - Houses	\$36,104.00	\$99,725.00	-\$63,621.00	-64%
Works Materials -not-Houses	\$34,446.57	\$294,022.50	-\$259,575.93	-88%
Freight - Works - houses	\$2,835.39	\$55.50	\$2,779.89	5009%
Freight General	\$0.00	\$0.00	\$0.00	
Works - Contractors - Houses	\$67,895.11	\$276,480.17	-\$208,585.06	-75%
Works Contractors - not houses	\$404,276.31	\$801,919.00	-\$397,642.69	-50%
Gravel Purchases - OMAC	\$11,731.50	\$1,043.67	\$10,687.83	1024%
Works - Small tools	\$0.00	\$241.50	-\$241.50	
Purchases - Gas Bottles	\$10,636.37	\$2,748.67	\$7,887.70	287%
Test Inspection Costs	\$0.00	\$182.33	-\$182.33	
Water Supply expenses	\$4,639.96	\$7,010.50	-\$2,370.54	-34%
Waste disposal costs	\$2,350.00	\$0.00	\$2,350.00	
Total Cost of Sales	\$675,034.05	\$1,585,700.67	-\$910,666.62	-57%

Gross Profit	\$3,729,722.76	\$1,970,108.00	\$1,759,614.76	89%
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Expenses

Employment Expenses				
Wages and Salaries				
Wages & Salaries	\$502,161.88	\$705,508.00	-\$203,346.12	-29%
Councillors' Remuneration	\$48,797.73	\$58,872.00	-\$10,074.27	-17%
Annual Leave	\$54,378.54	\$77,758.00	-\$23,379.46	-30%
Long service leave	\$624.39	\$163.17	\$461.22	283%
Sick leave	\$21,910.16	\$36,153.67	-\$14,243.51	-39%
Bereavement/Special leave	\$0.00	\$0.00	\$0.00	
Superannuation	\$79,231.81	\$112,569.83	-\$33,338.02	-30%
Employment related Expenses	\$0.00	\$0.00	\$0.00	
Staff Amenities	\$388.58	\$8.67	\$379.91	4384%
Staff Recruitment & Relocation	\$10,153.00	\$4,481.50	\$5,671.50	127%
Training Costs	\$800.00	\$16,099.67	-\$15,299.67	-95%
Training Wages	\$0.00	\$44.00	-\$44.00	
Employee Allowances	\$9,967.22	\$10,063.33	-\$96.11	-1%
Uniforms	\$2,069.80	\$2,481.00	-\$411.20	-17%
Workers' Compensation	\$36,507.73	\$7,841.83	\$28,665.90	366%

Flight entitlements	\$2,065.52	\$1,614.50	\$451.02	28%
Other Employer Expenses	\$0.00	\$0.00	\$0.00	
Workplace Health & Safety	\$14,482.61	\$3,945.67	\$10,536.94	267%
Administration / Overheads	\$20,623.74	\$105,665.00	-\$85,041.26	-80%
Advertising (not employment)	\$595.00	\$304.83	\$290.17	95%
Freight	\$10,053.39	\$10,441.67	-\$388.28	-4%
Hire of Equipment - non works	\$850.94	\$295.00	\$555.94	188%
Accounting Fees (Not overhead)	\$7,500.00	\$21,111.17	-\$13,611.17	-64%
Insurance	\$66,491.77	\$67,993.17	-\$1,501.40	-2%
Tools & Minor Equipment	\$3,839.65	\$3,622.50	\$217.15	6%
Tools & Equipment >\$500	\$5,353.63	\$7,173.50	-\$1,819.87	-25%
Catering	\$1,944.37	\$1,648.67	\$295.70	18%
Cleaning Expenses	\$1,134.97	\$1,138.33	-\$3.36	0%
Fees/Charges/Licences	\$38,897.22	\$14,021.67	\$24,875.55	177%
Legal Fees	\$35,278.13	\$8,633.50	\$26,644.63	309%
First Aid Supplies	\$0.00	\$0.00	\$0.00	
Admin Freight Paid	\$0.00	\$19.50	-\$19.50	
Sundry Expenses	\$0.00	\$0.00	\$0.00	
Service Fees	\$32.43	\$0.00	\$32.43	
Computer Equipment	\$0.00	\$4,257.33	-\$4,257.33	
Office Supplies	\$1,702.05	\$1,579.67	\$122.38	8%
Printing & Stationery	\$3,570.27	\$3,506.50	\$63.77	2%
Security Expenses	\$117.27	\$136.17	-\$18.90	-14%
Grounds Maintenance	\$3,209.47	\$5,956.00	-\$2,746.53	-46%
Audit	\$0.00	\$0.00	\$0.00	
Audit Fees	\$22,800.00	\$13,675.00	\$9,125.00	67%
Communications and IT	\$0.00	\$0.00	\$0.00	
IT - Data Control	\$4,779.80	\$4,603.50	\$176.30	4%
IT - Internet & Email Fee	\$38,592.78	\$14,568.83	\$24,023.95	165%
IT - Support (Helpdesk)	\$0.00	\$2,311.17	-\$2,311.17	
IT - Server & Data Storage	\$5,425.36	\$6,127.33	-\$701.97	-11%
IT - Website	\$0.00	\$0.00	\$0.00	
Telephone & Fax	\$7,621.73	\$20,399.17	-\$12,777.44	-63%
Postage	\$0.00	\$37.67	-\$37.67	
Consultants	\$0.00	\$0.00	\$0.00	
Consultancy Fees	\$51,652.65	\$93,530.00	-\$41,877.35	-45%
Financial Controller Expense	\$0.00	\$0.00	\$0.00	
Contractors	\$37,517.87	\$10,994.67	\$26,523.20	241%
Donations	\$0.00	\$0.00	\$0.00	
Council Donation	\$0.00	\$833.33	-\$833.33	
Power	\$0.00	\$0.00	\$0.00	
Electricity	\$24,213.96	\$13,855.00	\$10,358.96	75%
Gas Bottles - Council Use	\$0.00	\$0.00	\$0.00	
Repairs & Maintenance	\$0.00	\$0.00	\$0.00	
R&M: Council Buildings	\$26,083.07	\$14,812.33	\$11,270.74	76%
R&M: Equipment	\$2,100.56	\$2,047.17	\$53.39	3%
R&M: Infrastructure	\$10,480.00	\$7,768.83	\$2,711.17	35%
R&M: Plant & Equipment	\$17,129.41	\$8,732.83	\$8,396.58	96%
R&M Septic GreaseTrap Pump Out	\$0.00	\$399.00	-\$399.00	
R&M Water Supply	\$1,270.66	\$1,293.17	-\$22.51	-2%

Office Rental	\$3,541.70	\$3,541.67	\$0.03	0%
Subscriptions & Fees	\$16,901.16	\$11,414.17	\$5,486.99	48%
MV Fuel	\$30,441.40	\$21,962.33	\$8,479.07	39%
MV Hire	\$9,480.34	\$8,675.17	\$805.17	9%
MV Insurance	\$6,346.40	\$8,121.33	-\$1,774.93	-22%
MV Registration	\$0.00	\$7,355.17	-\$7,355.17	
MV Repairs & Maintenance	\$18,234.56	\$22,857.67	-\$4,623.11	-20%
Accommodation	\$5,644.16	\$9,691.50	-\$4,047.34	-42%
Airfares	\$5,718.52	\$8,652.17	-\$2,933.65	-34%
Taxi Fares (inc Cab Charge)	\$98.02	\$350.83	-\$252.81	-72%
Travel Allowance	\$2,895.40	\$4,133.50	-\$1,238.10	-30%
Travel Other	\$431.45	\$163.67	\$267.78	164%
Isolation Leave Travel	\$0.00	\$0.00	\$0.00	
Artist Costs	\$0.00	\$116.67	-\$116.67	
Visitor Management	\$0.00	\$0.00	\$0.00	
Rangers - Camping Equipment	\$1,389.67	\$233.83	\$1,155.84	494%
Rangers - Field Consumables	\$1,737.26	\$1,690.33	\$46.93	3%
Food	\$9,161.77	\$4,519.17	\$4,642.60	103%
Materials & Supplies	\$25,161.03	\$33,920.00	-\$8,758.97	-26%
Meeting & Seminar Costs	\$722.72	\$1,925.67	-\$1,202.95	-62%
Pest Control	\$3,493.18	\$2,503.33	\$989.85	40%
Sports & Recreation Expenses	\$0.00	\$10,240.00	-\$10,240.00	
Turtle Camp Costs	\$1,711.82	\$0.00	\$1,711.82	
Interest Expense	\$0.00	\$0.00	\$0.00	
Finance Charges - non bank	\$0.00	\$0.00	\$0.00	
Bank Fees & Charges	\$1,160.63	\$910.17	\$250.46	28%
Impairment of Debts	\$0.00	\$0.00	\$0.00	
Depreciation	\$0.00	\$0.00	\$0.00	
Depn - Houses	\$31,590.00	\$31,591.00	-\$1.00	0%
Depreciation, House F&F	\$0.00	\$0.00	\$0.00	
Depreciation, Buildings	\$103,370.00	\$103,371.50	-\$1.50	0%
Depn - Major Plant	\$0.00	\$0.00	\$0.00	
Depreciation, Motor Vehicles	\$0.00	\$0.00	\$0.00	
Depreciation, Office Equipment	\$3,624.00	\$3,831.83	-\$207.83	-5%
Depreciation, Plant & Equipm't	\$55,864.00	\$53,694.50	\$2,169.50	4%
Depreciation, Store Equip't	\$1,466.00	\$3,401.17	-\$1,935.17	-57%
Depn - Roads	\$91,884.00	\$91,883.83	\$0.17	0%
Depn - Water	\$31,434.00	\$31,433.83	\$0.17	0%
Depreciation Landfill	\$0.00	\$518.67	-\$518.67	
Depreciation, Airstrip	\$15,120.00	\$14,602.83	\$517.17	4%
Depn - Boat ramp	\$9,510.00	\$8,941.83	\$568.17	6%
Depn- Fibre Optic Cable	\$0.00	\$566.17	-\$566.17	
Depn - Other Infrastructure	\$0.00	\$0.00	\$0.00	
Capital Expenditure	\$0.00	\$187,500.00	-\$187,500.00	
Total Expenses	\$1,722,534.31	\$2,205,413.50	-\$482,879.19	-22%
Operating Profit/(Loss)	\$2,007,188.45	-\$235,305.50	\$2,242,493.95	
Operating profit less depreciation	\$2,351,050.45	\$108,531.67		

Mapoon Aboriginal Shire Council
Balance Sheet
As of August 31, 2023

Assets

Current Assets

11110-QCB - General Account	5,721,462.75
11112-QCB Shares	10.00
11117-QCB - Remote Housing 2	705,938.78
11118-QCB - Online Save A/C No9	2,774,925.90
11119-QCB - Online Banking - Remote Capital Program	67,618.10
11120-CBA Main account	238,086.96
Account Receivable	206,493.06
Inventories	72,805.18
Other Current Assets	605,529.90

Total Current Assets	10,392,870.63
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Property, Plant and Equipment	41,237,716.16
Accumulated Depreciation	(12,392,582.21)
Intangible Assets	65,000.00

Total Assets	39,303,004.58
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Liabilities

Current Liabilities

Accounts Payable	248,961.46
Taxes Payable	(47,481.32)
Other Current liabilities	259,788.39

Total Current Liabilities	461,268.53
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Total Liabilities	461,268.53
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Shareholders' Equity

Net Income / (Loss)	274,708,097.45
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Total Shareholders' Equity	274,708,097.45
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Total Liabilities & Shareholders' Equity	275,169,365.98
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Mapoon Aboriginal Shire Council					
Budget Analysis by Department					
Aug-23					
Accommodation	Actual	BudgetYTD	Variance to budget	Variance %	Comments
Income	59,668	87,538	-27,869	-32%	
Expense	38,098	91,358	-53,260	-58%	
Profit / (Loss)	21,571	-3,820	25,391	-665%	
Administration & Corporate Services	Actual	BudgetYTD	Variance to budget	Variance %	
Income	835,532	1,148,402	-312,870	-27%	
Expense	881,013	1,278,729	-397,716	-31%	Includes Depreciation of \$343,862
Profit / (Loss)	-45,481	-130,327	84,846	-65%	
Store	Actual	BudgetYTD	Variance to budget	Variance %	
Income	100,065	88,737	11,328	13%	
Expense	84,448	84,157	290	0%	
Profit / (Loss)	15,617	4,580	11,038	241%	
Parks & Gardens	Actual	BudgetYTD	Variance to budget	Variance %	
Income	0	750	-750	0%	
Expense	15,223	22,856	-7,633	100%	
Profit / (Loss)	-15,223	-22,106	6,883	100%	
Land & Sea	Actual	BudgetYTD	Variance to budget	Variance %	
Income	1,000,410	286,259	714,151	249%	Funding received in advance
Expense	307,690	261,627	46,063	18%	
Profit / (Loss)	692,720	24,632	668,088	2712%	
Aged Care Services	Actual	BudgetYTD	Variance to budget	Variance %	
Income	108,161	93,030	15,131	16%	CHSP funds received 6 months in advance - accrued monthly
Expense	105,027	132,593	-27,566	-21%	
Profit / (Loss)	3,134	-39,563	42,698		
Water & Sanitation	Actual	BudgetYTD	Variance to budget	Variance %	
Income	0	0	0		
Expense	47,682	68,892	-21,210	-31%	
Profit / (Loss)	-47,682	-68,892	21,210	-31%	
Works Contract & Housing Maintenance	Actual	BudgetYTD	Variance to budget	Variance %	
Income	164,348	468,755	-304,407	-65%	
Expense	262,118	386,900	-124,783	-32%	
Profit / (Loss)	-97,770	81,855	-179,624	-219%	
Works Other	Actual	BudgetYTD	Variance to budget	Variance %	
Income	2,109,337	1,346,645	762,692	57%	
Expense	603,850	1,431,401	-827,551	-58%	
Profit / (Loss)	1,505,487	-84,756	1,590,243	-1876%	
Workshop	Actual	BudgetYTD	Variance to budget	Variance %	
Income	27,236	35,694	-8,458	-24%	
Expense	52,421	32,601	19,820	61%	
Profit / (Loss)	-25,185	3,093	-28,278	-914%	
Total Works	Actual	BudgetYTD	Variance to budget	Variance %	
Income	2,300,921	1,851,094	449,827	24%	
Expense	966,071	1,919,794	2,885,865	150%	
Profit / (Loss)	1,334,850	-68,701	1,403,550	-2043%	
Total Divisions	Actual	BudgetYTD	Variance to budget	Variance %	
Income	4,404,757	3,555,809	848,948	24%	
Expense	2,397,568	3,791,114	-1,393,546	-37%	
Profit / (Loss)	2,007,188	-235,306	2,242,494	-953%	Includes Depreciation of \$343,862

Mapoon Aboriginal Shire Council
Statement of untied funds as at August-2023

Cash & Money in bank	9,508,042	
Debtors	206,493	
Total Cash & Debtors		9,714,536
Less		
Tied Grants	6,967,606	
Liabilities	-461,269	
Total Tied Grants & Liabilities		6,506,337
Untied Funds		3,208,198
Total cash less liabilities		3,001,705
Debtors		206,493
Total untied cash & Debtors		3,208,198

Mapoon Aboriginal Shire Council

Financial Sustainability Ratios

August-2023

The Financial Sustainability of Councils continue to be the cornerstone of Local Government Act and a core responsibility of Mapoon Aboriginal Shire Council

Asset sustainability ratio (aim for > 90%)

Capital expenditure on replacement of assets (renewals)

Depreciation expense

Ratios

Comments

11%

38,737

343,862

(a)

Operating surplus ratio (aim for 0 - 10%)

46%

Operating result or Net result (excluding capital items)

Total Operating revenue (excluding capital items)

2,029,562

4,388,393

(b)

(c)

Net Financial liabilities ratio (aim for < 60%)

-226%

Total liabilities less current assets

Total Operating revenue (excluding capital items)

(9,931,602)

4,388,393

(a)

(b)

(c)

Capital expenditure currently not captured until year end

Net result includes capital additions until year end therefore ratio will look worse than actually is throughout the year

Capital grants and any other capital income to be removed

8.8 EXECUTIVE MANAGER OF ENVIRONMENTAL SERVICES, LAND AND SEA, PARKS AND GARDENS

Author: Kelli Leatham, Executive of Environmental Services, Land & Sea, Parks & Gardens

Authoriser: Tom Smith, CEO

Attachments: Nil

PURPOSE OF REPORT

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

BACKGROUND

This report details the Program and Operational action from Mapoon Land and Sea Rangers and Parks and Gardens

DISCUSSION

- Cultural Heritage
 - Guiding visitors through the Cultural Keeping Place and discussions on the history of Mapoon, clan groups and surrounding areas. 76 visitors for the month, 536 since the opening.
 - Meeting and discussions with CEO regarding new Cultural Heritage projects, including the Old Mapoon Mission site project and the amendments of the Cultural Awareness training.
 - Research of information for the Old Mapoon Mission site project.
 - Correspondence with Yupangathi representatives and Mokwiri, regarding the ancestral remains and reburial at Pennefather. Will hear back from them, after they have their meetings, to discuss.
 - Discussions with the SLQ Specialist Librarian of the QLD Memories Unit, and Geoff Wharton on the First Nations Elders Oral History project, regarding the proposed oral history recording with Elder William Busch.
 - Research and information collation for a proposed website for the Cultural Centre.
 - SLQ Local Studies Meeting. Topics included: Summary of Indigenous Cultural and Intellectual Property (ICIP) rights, Overview of the Heritage Library's Tony Masche Photography collection and digital images used to create an exhibition, preserving an ephemera collection including indexing approximately 1000 items, Branding Local Studies – outreach events, museum open days, Reviewing Map Collections, and an update on the National Local Studies Seminar.
- Visitor Management
 - Toilets hosed out and cleaned, bins emptied Mondays and Fridays.
 - Bins at Barge ramp, Back Beach, Fish Creek, and Cloughs Landing checked and emptied when required.

- Permit checks conducted weekly. Most visitors have been utilising the online booking system.
- Q Coast
 - Received notification of successful grant application for the implementation of a Coastal Adaption Strategy.
 - The project will revegetate sections of coastal dune with the emphasis on nature based solutions with environmental benefits that enhance or preserve the natural character of the coast.
 - The project start date is October 2023 and will be looking for plant stock before wet season.
- Turtle Monitoring
 - Rangers spend the month of August glamping at Janie Creek. Rangers travel by vessel day and night to Flinders and cover the entire length of the beach every trip.
 - Night is the most eventful as that's when turtles are seen, measured, tagged, and microchipped if not already. Rangers were privileged this year to see several nests hatching, this often occurs after camp is over. With 11 crocodiles marked along the beach this year Rangers had to be vigilant with a Ranger being always on watch. The largest of them being 72cm across the belly, back height as high as your knee and 42cm feet. There was also a track measured on Back Beach very similar to this with a 68cm belly.
 - Rangers welcomed the Bawinanga Rangers to Mapoon as so they could experience the turtle monitoring process to its full extent. They are hoping to start their own monitoring program next year and took home a wealth of knowledge and experience from the visit. Rangers have made some new mates and an invitation to visit their country.
 - It was a busy month with final totals yet to be collated, stake numbers exceeded 550 which is a very positive season.
- Fee for Service
 - Rangers continued with transfers of the Cultural Heritage and Ecotone teams to Skardon Port, sharing the trips around between them allowing the deckhand to gain sea time. There has been excellent feedback on how professional Ranger's conduct has been.
- Parks and Gardens
 - Minimal watering of gardens, just trying to keep alive.
 - Rubbish runs from town to end of bitumen and from town to Cullen Point. I am still astounded on how many cans are collected.
 - Playgroup area being cleaned of leaves every week and a couple of requests from Aged Care clients to tidy yards, Water treatment Plant and Paanja Lodge.
 - Removal of a copious number of leaves from Council Yard, Anzac Park and Ranger Base.

RECOMMENDATION

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

8.9 COMMUNITY DEVELOPMENT

Author: Kiri Tabuai, Executive Manager - Community Development

Authoriser: Tom Smith, CEO

Attachments:

1. Out n About Afterschool Activities Report - August [↓](#)
2. Aged Care Compliance Report - August [↓](#)
3. Playgroup Brag [↓](#)
4. IKC Report [↓](#)

PURPOSE OF REPORT

Present Council with a report of program performance and operational actions for the month of August.

BACKGROUND

Council provides a range of community-based services for the benefit of Mapoon residents and visitors.

DISCUSSION

Provide an update of the programs under the Community Development area for the past month of August.

Programs**Status Report**

<u>Community Development</u>	Gym and Youth Activities Gym Memberships for the month of August. Members are happy with the changes of hours. Defibrillator has been ordered, arriving in September. Youth Activities Afterschool Activities are being delivered by Out n About. Report attached.
<u>Community Services</u> Aged Care Playgroup	Aged Care Services 1 Staff member went for Aged Care Management Training in the month of August. Aged care compliance report is attached. The Playgroup program. Playgroup has been running well although with only one staff member it has felt overwhelming. Re-advertised twice for playgroup assistant and 0 applicants. Have been spreading the word out for community and encouraging community members.

	<p>The two groups program is no longer followed due to some parents have asked to come everyday as they are bored. Not all daily programs are followed as it always depends on the age group and abilities. Slight change to the program time which works out for most parents and looking at making in more formal. Program was closed due to health concerns (virus) spreading in community, which allowed the program to clean the centre and equipment effectively. Program lunch is prepared by the Council Café. Referrals: 1</p> <p>Attendance 1st – 3rd August = 23children 7th – 10th August = 33children 14th – 17th August = 28 children 21st – 24th August = 0 children 28th – 31st August = 43 children</p>
<u>Community Engagement</u>	<p>Regular communication through social media and face to face with community. 2 Events Committee Meetings. Preparation for the Paanja Touch/60th Anniversary & Barra Bash 2023.</p>
<u>Business Units</u> Accommodation	<p>Accommodation services; Paanja Lodge, Cabins, and Cullen Point campground. Paanja Lodge has had 19.35% occupancy for the month 29 occupants. Which has been more other services utilizing accommodation. Cullen Point has had 80.47% occupancy for the month with 113 occupants.</p> <p>Cullen Point was fully booked on a couple of occasions. Staff had to refuse any walk-ins as no availability.</p> <p>Feedback Visitors in the Paanja Lodge has provided verbal feedback about the cabins, very tidy and clean.</p> <p>Cultural Centre</p> <ul style="list-style-type: none"> • Meeting with State Library QLD support officer on the 2022/23 Annual Reporting. • Completion of State Library QLD Annual Reporting 2022-23. • First 5 Forever program, information session with Brisbane representative Andrea Hurley and Western Cape Indigenous Knowledge Centre's.

	<ul style="list-style-type: none"> • Meeting with Polly Smith, regarding the use of the IKC for the Women's Group meetings. • Completion of new signage for the Cultural Centre. • Several meetings with SLQ Support Officer, Troy Agombar, who spent the last week of August at the Mapoon IKC, for training and planning. • Created Cultural Centre promotions, for display at the Mapoon Day Celebrations and the 2023 Barra Bash. • Created planning documents and data collection sheets for the IKC. • Assisted Lana with the First 5 Forever activity plans for 2023-24. <p>Indigenous Knowledge Centre Report Attached</p> <p>Café Staffing has had a huge impact on the Café operation.</p>
<p><u>Disaster Recovery Operation</u></p> <p>The Disaster Recovery Plans review is ongoing.</p>	No major recovery actions were required during July.
<p><u>Economic Development</u></p>	Many Rivers proposed October to visit community around Business management.
<p><u>Executive Manager Report</u></p>	<p>Cairns Leadership Workshop 1st – 4th August</p> <p>LTC Education Board Meeting 7th August</p> <p>LTC Meeting 8th August</p> <p>NIAA meeting 22nd & 23rd August</p> <p>Teams meeting with QCSS 24th August</p> <p>State Library Queensland 29th August</p> <p>Playgroup meeting 29th August</p> <p>Weekly/fortnightly meetings with program managers/supervisors</p>

RECOMMENDATION

That the report of Executive Manager of Community Development be received and noted.



167 Paanja Street Mapoon 4874

M: 0460861161/ 0475785151 E: outnaboutmapoon@gmail.com

Out n About Afterschool Program

Report August

Attendance (Number over the 4 days each week):

Week 1 31st July – 3rd August – 83

Week 2 7th – 10th August - 71

Week 3 14th – 17th August – 32

Week 4 21st– 24th August– 19

Week 5 28th – 31st August – 99 (This was two nights of Community Engagement)

Challenges:

First challenge we came across is the need of certain equipment. We have a good variety of sports equipment and found that we needed longer skipping ropes to do some exercises/games with the kids. We have spoken with MASC to address the issue and we will be getting some new resources very soon.

We have faced some troubles when parents have not come to collect their children on time. Several times we have had to contact parents/caregivers to come collect their children. We have notified parents and reminded the children that there is no transportation provided. This issue has mostly resolved itself.

Another challenge we faced starting in week 4 when there was an incident at the local primary school. Due to a safety issue the whole school went on lockdown and that coincidentally affected our numbers attending the program. We have encouraged the students to attend and hope to get the numbers back up again soon.

Good News Stories:

On Week 6 we held a family Community Engagement night to help increase interest within our program. We had parents volunteering their time and skills cooking, manning the BBQ, meal prepping and serving the food. It was great to see everyone attend and bring their whole families down to enjoy the fun and games and of course have a great feed. We had two very successful nights and received positive feedback, encouragement, and support from the community. The attendees were children, parents, and volunteers.

Attendance Monday 28th August 2023 – 54

Attendance Tuesday 29th August 2023 - 45



167 Paanja Street Mapoon 4874

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Feedback provided:

Great to see locals having a go, providing a much-needed service to our younger generation -Community Elder F

I like coming to the hall because Uncle Eli and I shoot hoops and I'm getting better at it – 7years old M

I come to Afterschool Program so I can meet my friends and cousins and play and have fun – 11year old F

Afterschool Program is fun because I learnt how to play table tennis and its my favourite sport right now – 8year old F

When I come to hall its fun because we get to play games and have fun and it has my friends here too – 8year old M

Feedback was provided verbally but we are developing a feedback form and storing it at the local store. We will provide the outcomes in the next monthly report.

Future Goals/Activities:

Our main goal now is to get the numbers back up again. We plan to work with the school in the next school term to help build a positive relationship with the children to encourage attendance and build a happy active lifestyle.

We would like to introduce a Bicycle Club where we can teach the children how to ride a bike, show them bicycle safety equipment, teach safe road rules all whilst encouraging a healthy fun active lifestyle.

Photos

Playing Touch at the Oval





167 Paanja Street Mapoon 4874

M: 0460861161/ 0475785151 E: outnaboutmapoon@gmail.com

Community Engagement on the 28th & 29th August.



Kids doing some yoga.





AGED CARE MONTHLY COMPLIANCE REPORT

REPORT TO	CEO
REPORT MONTH	AUGUST 2023
REPORT FROM	Aged Care Manager

AGED CARE SERVICE DELIVERY

Summary of HCP client status

Reporting item	Number	Comment
HCP Clients	7	Level 1: 0 Level 2: 4 Level 3: 1 Level 4: 2
New HCP Clients	0	Level 1: Level 2: Level 3: Level 4:
HCP Enquires	1	M.A.C - CHSP reassessment completed, referred for ACAT awaiting comprehensive assessment for HCP.

Summary of CHSP client status and activity

Reporting item	Number	Comment	
Number of clients	15	Additional 3 persons referred to MAC awaiting RAS assessment.	
Number of new clients	1	Transitioned from defunct QCSS program to CHSP.	
Clients on waiting list-	2	Awaiting RAS/ MAC assessment & funded services.	
Number of clients transitioned to HCP	0		
CHSP Hours	Monthly target	Hours delivered	Comment
Social Support (Ind)	31	69.45hr	
Social Support (Group)	84	64.15hr	
Transport	59	86	IN OCCASIONS MAPOON=83. WEIPA=18
Meals	191	148	MEAL DELIVERY IN OCCASIONS
Personal care	4	0	
Domestic assistance	15	6hr	
Home maintenance	16	0	

Aged care legislative compliance status report

Compliance requirement	Current	Overdue	Action taken
Charter of aged care rights explained	10	11	
Signed Client agreements	9	12	
Signed current care plans	7	15	
Advanced health directives completed (HCP clients)	1		

Aged care activity reporting

Agency	Report submitted in the past month	Date due	Date Submitted
CoA Department of Health	CHSP- DEX reporting	14th of month	1/9/2023

QGOV Department of Communities Housing and Digital Economy	QGOV F21 platform awaiting access and process training	QGOV in future	
CoA Department of Health	HCP- Medicare/ Age care portal	6/9/23	TBC

QUALITY IMPROVEMENT-**EVENTS DURING THE MONTH-**

2ND AUGUST- Weipa community care visit.

30th AUGUST- Housing officers visit information and advice.

30TH AUGUST- Weipa community care visit.

Progress against Aged Care Plan for Continuous Improvement

- Early stages of improving systems, evidence via documentation and quality of services.
- Introducing new mandatory department requirements for service providers, as legislated from the Age Care Royal Commission findings.
- Activity data collection (ticksheets) compliance has improved and is now aligned to department reporting requirements ie measured in hours for some reportable activities; and occasions for other reportable activities.

Aged Care Complaints

Complaints	Total No	Type of complaints			
		Employee	Service	Facilities	Other
Complaints in the reporting period	1		1		
Investigation completed with 5 days					

Quality improvements implemented in response to feedback

Meal delivery time to start at 1200, 1230 at the latest.

Aged Care Incidents

Incidents	Total No	Type of incident			
		Employee	Equipment	Facility	Other
Incidents in the reporting period	0				
Investigation completed with 5 days					

Quality improvements implemented in response to incident.**HUMAN RESOURCE MANAGEMENT**

Aged Care staff

Staff	Current Aged Care staff establishment	Number of Aged Care resignations	Number of new aged staff
Total staff	6	0	0
HCP Carers			

HR Management – Aged Care staff

Reporting item	Completed	Overdue	Action required
Police checks	5 up to date	1 In progress	To collaborate with HR in developing a register to record all Staff essential documentation. Mandatory Key personnel register in progress.
Drivers licence	4	0	1x unlicensed staff member & 1x awaiting medical clearance to renew.
Code of conduct	6		
Performance review			
Annual Fluvax			
COVID fully vaccinated			

Status of Mandatory training – Aged Care staff

Mandatory training	Current	Overdue	Action Required
Orientation	YES		
Fire Safety	YES		8/6/22
First Aid		4	CPR only 2; 1 st Aid & CPR 2
Manual Handling	?		Age care relevant MH to be organised.
Infection control	YES		
Elder Abuse	3	3?	CHECKING HR- ORGANISE TRAINING IF NO RECORD
Food Safety	YES	1	7/4/22 & 12/5/22
Open disclosure	YES		20/7/22

Training attended over the last month– Aged Care staff.

28th-1st August- Rural and remote Aged Care Manager training program- SDAP presented by Barabara Schmidt & associates - Leading hand/ Team leader attended.

Online training-

24th QCSS & CT program P2i training. Presented by Department of Treaty, Aboriginal and Torres Strait Islander Partnerships, Communities, and the Arts -Manager attended.

_____**Greg Bryan**

Signature – Aged Care Manager

Date 7/9/23

Feedback provided: ☐ Yes ☐ No If yes date: _____

Feedback provided by: _____

Playgroup Brag



IKC August Report 2023

The Mapoon IKC had 55 people come through, including several tourists, for the month of August. Both adults and children have come to connect to the NBN and to use the computers, while others come in for a yarn or watch movies.

The computers in the library are running smoothly and are being used quite often by community members. A login book for the donated Ash Barty Foundation computer assists with data usage, particularly when it comes to both monthly and annual reporting.

We recently had our second exchange of books, which was sent from the Cannon Hill Statewide Collection, which distributes books to IKCs every quarter.

Our State Library QLD Support Officer Troy from the Cairns team visited in the last week of August. He had conducted training with me throughout the week, going over items such as:

- Annual Reporting
- First 5 Forever Forward Plan 2023/24
- Afterschool activities – and discussions regarding the providing of snacks for the children, after school, depending on funding etc.
- IKC Membership and Community Engagement
- Satisfaction Surveys
- Working with children with disabilities and/or special needs
- First 5 Forever activities and resources
- Shelving of items (Book loans and returns)
- Aurora Library Management System
- Resources on the SLQ, PL Connect website
- Rural Libraries and IKC networking
- Library programs
- Visitor data

I have been doing arts and crafts activities with the children after school, particularly on the creation of Father's Day gifts. This was thoroughly enjoyed by the children, and it was good to see them interested in something other than computers and the WiFi.

- Jason had assisted me with the completion of the First 5 Forever Forward Plan
- Checking and replying to emails
- Supervising the kids within the library
- Cleaning and stacking shelves
- Conducting the First 5 Forever program. Created F5F take home packs for the parents, to read and do activities with their children.
- Assisting people with their queries
- Housekeeping
- Stocking and creating an inventory of newly purchased items for the IKC.
- Encouraging young Mums to read books to the children. Have been researching appropriate activities and resources, to introduce to the Mothers.
- I have also discussed with troy from the cairns team to how can we access supplies to kids with special needs

8.10 LOCAL THRIVING COMMUNITIES

Author: Kiri Tabuai, Executive Manager - Community Development

Authoriser: Tom Smith, CEO

Attachments: 1. Terms Of Reference - Interim Mapoon Local Thriving Communities Advisory Committee [↓](#)

PURPOSE OF REPORT

To provide the Council with the Local Thriving Communities Report for August.

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BACKGROUND

1. Mapoon Interim Local Thriving Communities Committee meeting report held on 8th August 2023
2. Terms Of Reference for the Interim Mapoon Local Thriving Communities Advisory Committee
3. Resignation of Interim Mapoon Local Thriving Communities Advisory Member – Diane Ludwick

DISCUSSION

For Council to discuss

RECOMMENDATION

That Council

1.
 - (a) Receive and note the report.
 - (b) Endorse the draft Terms of Reference for the Advisory Committee as attached.
 - (c) Delegate the Chief Executive Officer to advertise the Expression Of Interest to appointment a community member for the Interim Mapoon Local Thriving Communities Advisory Committee; Expression Of Interest are then to be tabled at the next Council meeting to appoint new member pursuant to Section 264 of the Local Government Regulation 2012.



TERMS OF REFERENCE

Interim Mapoon Local Thriving Communities Advisory Committee

The following table sets out the formal terms of reference for the Committee:

Head of Power - Advisory Committee appointed by Council under Section 264 of the *Local Government Regulation 2012*.

General Purpose - The Committee shall provide advice to Council to guide its decisions relating to the implementation of the Queensland Government's Thriving Local Communities Initiative.

Membership - The Committee shall be made up of

- the MASC Mayor,
- the MASC Deputy Mayor
- 5 Community members appointed by Council

The Committee will be chaired by the MASC Mayor

The Committee shall appoint a Deputy Chair from one of the Committee members.

Attendance At LTC Meetings – If three (3) consecutive apologies of non- attendance then committee member(s) will receive a notice of cessation of the LTC committee / membership.

Quorum - There must be at least 4 members of the Committee present at each meeting to form a quorum, including at least two community members. Where a quorum is not obtained for a particular meeting within 30 minutes of the appointed starting time of the meeting, the Chair shall postpone the meeting to a later date.

Appointment of Other External Members - Recruitment and appointment of community members will be managed by the CEO and endorsed by Council.

Meeting Frequency - Meetings of the Committee shall be quarterly. Additional meetings may be called as deemed appropriate provided the overall number of meetings each year does not exceed eight (8) in a financial year.

Notice of Meetings - At least once a year, Council will publish notice of the days and times when Committee meetings will be held, on Council's website. Notice will also be provided in a conspicuous place at Council's public office.

Integration of Meetings with Council's Budget and Planning Operations -The CEO, in consultation with the Mayor, will determine meeting dates for the financial year ahead. In

1

TERMS OF REFERENCE - Interim Mapoon Local Thriving Communities Advisory Committee v2

Adopted by Council – Meeting 30 April 2021 - Item 7.2

Amended by Council – Meeting 20 July 2021 - Item 7.13

determining meeting dates the CEO will ensure consideration is given to integrating meetings with Council's statutory and non statutory planning timeframes including annual budget and operational plan processes, etc.

Meeting Location - Meetings will be held in Council chambers wherever possible though meetings can be moved to a suitable alternative venue, preferably at a Council's facility, provided approval of the Chair is received and appropriate notice (at least two days) is provided to all members.

Standing Orders - For all matters not covered by these Terms of Reference, Council's Standing Orders will apply, and all Committee members will be required to abide by the Standing Orders.

Meeting Reports - The CEO shall provide a secretariat for the Committee. The secretariat shall prepare an agenda and provide a copy of the agenda to all Committee members not later than two (2) business days before each meeting. The secretariat shall also prepare a report of each meeting with the report to be provided to all Committee members not later than five (5) business days after the conclusion of each meeting. All Meeting Reports will be presented to the following Council meeting for consideration.

Committee Recommendations - Recommendations at each meeting will be open with questions decided by a consensus of the members present. Non-member Councillors may attend meetings and provide input, as regulated by the Chair. It should be noted Councillors and the full Council will consider and vote upon any recommendations of the committee at a full Council meeting. (The committee has no delegated authority).

Attendance at Meetings by Employees or Other Parties and Requests for Employee Assistance - From time to time senior management employees or other employees with specific expertise might be asked to attend Committee Meetings to present information, answer questions, provide advice etc. Where employees are required to attend meetings, they will provide full, frank and meaningful advice on all issues within their capacity. Other external parties (contractors, consultants etc) may also be invited to meetings to provide input at the discretion of the Chair.

Where information is required from employees outside of Committee Meetings, such requests will be directed through the CEO and employees will make every effort to respond in a reasonable timeframe.

Referral of Committee Recommendations - Reports of each meeting will be referred to the next available General Meeting of Council for consideration of recommendations. Council may endorse, amend or reject the recommendations as it deems appropriate by resolution. Council may refer particular recommendations back to the Advisory Committee for further consideration.

Reviews of Terms of Reference - These terms of reference will be reviewed periodically by the Committee as deemed necessary provided that they must be reviewed at least once every twelve (12) months. Minor changes to the Terms of Reference that do not alter the intent of the Committee or its structure etc. can be approved by the Committee provided the changes are referred to all Council for noting. Changes to the intent of the Committee or its structure etc. must be ratified by Council resolution.

It is noted that the role of the Committee will be further defined as the State Government clarifies its LTC's initiatives.

2

TERMS OF REFERENCE - Interim Mapoon Local Thriving Communities Advisory Committee v2

Adopted by Council – Meeting 30 April 2021 - Item 7.2

Amended by Council – Meeting 20 July 2021 - Item 7.13

Delegated Authority - In accordance with the constraints of the *Local Government Act 2009*, Council cannot delegate authority to the Committee.

Public Access to Meetings - All formal meetings will be open to the public, consistent with legislative requirements and normal practice at Council's General Meeting. By exception, and in accordance with the *Local Government Act 2009*, confidential matters may be considered in closed session without the public present and informative and/or deliberative workshops may be conducted if necessary, without public access.

Remuneration – Unless determined otherwise by the State Government, no remuneration is applicable for community members. Councillors and Council Staff (excluding Council Staff who are appointed to the Advisory Committee as community members) will receive no additional remuneration for this committee.

Conflict of Interest - Councillor members of the Committee are required to discharge any prescribed or declarable conflict of interest in the same fashion as required under the *Local Government Act 2009*. In the event that a Community Committee member has a prescribed or declarable conflict of interest, they shall declare same to the Chair or the Mayor as soon as they become aware of the situation and the report of the meeting shall record the interest.

8.11 HUMAN RESOURCES - AUGUST 2023

Author: Rachel Faithfull, Human Resources

Authoriser: Tom Smith, CEO

Attachments: Nil

PURPOSE OF REPORT**Employment Outlook**Current number of employees

Department	Number of Employees
Infrastructure and Works	16
Environmental Services	16
Community and Development	14
Finance	4
Executive/Corporate	4
Total	54

Resignations/Terminations

Department	Number of Employees
Infrastructure and Works	2
Environmental	0
Community and Development	2
Finance	0
Executive/Corporate	0
Total	4

RecruitmentPositions Advertised:

Position	Status
Work Health & Safety Trainee/Officer	Employee commenced on 16 August 2023.
Skilling Queensland Workers (SQW) Trainees in Hospitality, Construction and Business.	Currently seeking applications.
Playgroup Assistant	Position readvertised, applications close on 8 September 2023.
Carpenter	Ongoing. Have registered position with two labour hire firms.

New Appointments

Name of Employee	Position	Department
Ronald Turvey	Trades Assistant	Infrastructure Services
David Reid	Trades Assistant	Infrastructure Services
Tracy Sands	Finance Officer	Executive / Corporate Services
Anthony Mannatan	WH&S Officer	Executive / Corporate Services

Absenteeism

Number of hours absenteeism (unauthorised leave):

Department	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023
Infrastructure and Works	77 hours (6 employees)	54 hours (4 employees)	92 hours (6 employees)	64.5 hours (7 employees)	74 hours (6 employees)	269 hours (7 employees)
Environmental Services	59.25 hours (5 employees)	46.25 hours (6 employees)	150 hours (7 employees)	42 hours (4 employees)	64.25 hours (5 employees)	53 Hours (5 employees)
Community and Development	0 hours	0 hours	0 hours	8 hours (2 employees)	0 hours	54 hours (1 employee)
Finance	8.25 hours (1 employee)	0 hours	18.25 (1 employee)	0 hours	0 hours	0 hours
Executive/Corporate Services	0 hours	0 hours	0 hours	1 hour (1 employee)	4.75 hours (2 employees)	0 hours
Total	144.5 hours	100.25 hours	260.25 hours	115.5 hours	79.25 hours	376 hours

RECOMMENDATION

That Council notes the Human Resources monthly reports for August 2023.

8.12 EXECUTIVE MANAGER OF INFRASTRUCTURE AND WORKS REPORT

Author: Victor Mills, Executive Manager of Infrastructure and Services

Authoriser: Tom Smith, 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:**

The Works for Queensland (W4QLD 20-21) Store Project:	<ul style="list-style-type: none"> • 95% complete • Handover should take place in mid - September
SES shed upgrade	<ul style="list-style-type: none"> • 100% complete.
New Ranger Base	<ul style="list-style-type: none"> • Awaiting tender process for concrete works.
Social Housing blocks Stage 2:	<ul style="list-style-type: none"> • House pads 100% complete.
New Transfer Station	<ul style="list-style-type: none"> • Fencing being procured. • Procurement for electrical works, waiting on 1 more quote. • Concrete works are at tender phase. • Ergon upgrade 100% complete. • Set out retaining wall and pour concrete.
QBuild Maintenance:	<ul style="list-style-type: none"> • The process has picked up a bit with staff producing job cards with timesheet and invoicing has commenced. • A slow process but we'll get on top of it.

QBuild Upgrades:	<ul style="list-style-type: none"> • Waiting on P/O from housing for all the tendered works.
AMO EHW:	<ul style="list-style-type: none"> • Council has employed David Reid to assist Patrick with the EHO/AMO program. • David will commence his Cert IV in Animal Management. • Community awareness on water usage requires to be escalated as a lot of wastage is due to overuse of garden hoses and sprinklers. • With the ongoing issue with excess water usage, it is making the task very challenging for our staff to collect correct data.
Workshop	<ul style="list-style-type: none"> • All necessary equipment that was required at the workshop has been sourced and installed. All council vehicles are up to date in their servicing. • Due to a work vehicle that was stolen (760-FU9) the new vehicle has arrived that replaced the stolen vehicle and has been accepted and placed into our fleet. <p>For Council Recommendation/Resolution</p> <ul style="list-style-type: none"> • ONE ONLY BACKHOE, AS THE CURRENT BACKHOE IS DEVELOPING OIL LEAKS FROM THE ENGINE AND THE TRANSMISSION AS WELL AS THE CONSTANT REPAIR OF HOSES AND HYD SYSTEM DUE TO AGE. TENDERS HAVE BEEN ISSUED AND THEY HAVE BEEN RECEIVED BACK, IT IS THEREFOR RECOMMENDED THAT THE COUNCIL GO WITH CASE EQUIPMENT TENDER OF \$219,000.00. IT HAS A ETA OF APPROX 3 TO 5 WEEKS • 2 X HILUX WORKMATE 4 X 2 UTES TO REPLACE THE TWO OLD UTES CURRENTLY IN USE WITH THE BUILDERS AND WATER TREATMENT. TENDERS HAVE BEEN ISSUED AND HAVE BEEN RECEIVED BACK IT IS THEREFOR RECOMMENDED THAT COUNCIL GO WITH MT ISA ISUZU TENDER FOR THE TWO VEHICLES,

<p>.....</p> <p>AIRPORT</p>	<p>THEY HAVE AN ETA OF APR 2024. COST \$52990 AND \$43990.00 RESPECTIVELY</p> <ul style="list-style-type: none"> • THE PLAY GROUP BUS IS DUE FOR RENEWAL AND TENDERS HAVE BEEN ISSUED AND HAVE BEEN RECEIVED BACK. IT IS THERE FOR RECOMMENDED THAT COUNCIL GO WITH WESTCO MOTORS AND THE LDV DELIVER 9 12-SEATER BUS \$62049.47 ETA NEW VEHICLE IS 2 TO 4 WEEKS. • IT IS RECOMMENDED THAT THE DOG WASH TRAILER WHICH IS CURRENTLY UNDERUTILIZED BE LEASED OUT TO A MEMBER OF THE COMMUNITY TO USE AS A DOG WASHING SERVICE, UNIT TO BE MAINTAINED BY THE COUNCIL. • Permission is sought for the disposal of the vehicles which are surplus to the council needs by a silent Auction that is conducted here in Mapoon for the following vehicles. <p>The vehicles rego numbers are: 358-SDD and 593-WGI</p> <ul style="list-style-type: none"> • Final works to be compliant with CASA. • Dozer on site clearing buffer zone 100% complete. • Seats at waiting shed have been procured and installed. • 15 runway lights have been replaced. • Runway markers are installed. • Awaiting delivery of the front fence and gates.
<p>Other upcoming Projects & Thoughts</p>	<ul style="list-style-type: none"> • Sewer Treatment Plant. • Cullen Point Road maintenance. • Cullen Point Camping grounds. • Cullen Point Cultural Track. • Drainage Upgrade? • All driveway accesses to be reviewed and scoped? • Provide more seating areas in parkland for visitors?

RECOMMENDATION

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

9 ANY OTHER BUSINESS

Nil

10 CORRESPONDENCE IN

Nil

11 CORRESPONDENCE OUT

Nil

12 NEXT MEETING DATE

Proposed date for next meeting: 17 October 2023

13 CLOSE MEETING