2013

General Council Meeting

BIGGENDEN

North Burnett Regional Council

December 17, 2013

DOCUMENT ID **555870**

Attendees	**Agenda Item 1**	**Attendees**	
Welcome	**Agenda Item 2**	**Welcome / Housekeeping**	
Apologies	**Agenda Item 3**	**Apologies**	
Declaration	**Agenda Item 4**	**Declaration of Interest**	
Deputations	**Agenda Item 5**	**Deputations/Petitions**	
	5.1	Michael Whereat Digital Economy Group - 10.00am	
Minutes	**Agenda Item 6**	**Confirmation of Minutes**	
	6.1	11 - November - General Meeting - Minutes – 191113	**005-015**
	6.2	11 - November - Policy and Planning Standing Committee Meeting - Minutes – 271113	**016-018**
	6.3	11 - November - Technical Services Standing Committee - Minutes – 271113	**019-020**
Governance	**Agenda Item 7**	**Governance Report**	
	7.1	Gayndah Show Society – Exemption of Building Fees	**021-024**
	7.2	Leased Land – Part of Lot 86 on SP 227537	**025-031**
	7.3	Request for Lease Agreement – Gayndah Horse & Pony Club Inc	**032-128**
	7.4	Overdue Rates and Charges	**129-136**
	7.5	Overdue Rates and Charges – Intention to Sell Update	**137-138**
	7.6	Finance Report	**139-147**
	7.7	Revenue & Expenditure Report	**148-152**
	7.8	Current Asset Position Report	**153-154**
	7.9	Financial Report – Insurance	**155-156**
	7.10	Flood Mitigation Study Final Report	
Infrastructure Report	**Agenda Item 8**	**Infrastructure Report**	
Economic	**Agenda Item 9**	**Economic Report**	
	9.1	Adopted Infrastructure Charges	**157-168**
Social	**Agenda Item 10**	**Social Report**	

Environmental	**Agenda Item 11**	**Environmental Report**	
Confidential Reports	**Agenda Item 12**	**Confidential Reports**	
	12.1	Ratepayer – Request for Waiver	
	12.2	Ratepayer – Request to Waive Outstanding Rates in Interest Charges	
	12.3	Ratepayer – Late Application for Natural Disaster Rates Relief	
	12.4	Financial Report – Write off of Debtors Invoices	
	12.5	Sundry Debtor – Request for Payment Arrangements	
	12.6	Waste Collection Contract	
	12.7	Upper Burnett Early Warning System	
General Business	**Agenda Item 13**	**General Business**	
Councillor Reports	**Agenda Item 14**	**Councillor Reports**	
	14.1	Cr Don Waugh	**169-170**
	14.2	Cr Faye Whelan	**171-172**
	14.3	Cr John Bowen	**173-174**
	14.4	Cr Lofty Wendt OAM BEM	**175**
	14.5	Cr Paul Francis	**176-177**
	14.6	Cr Paul Lobegeier	**178**
	14.7	Cr Joanne Dowling	**179-180**
Closure of Meeting	**Agenda Item 15**	**Closure of Meeting**	

NOTICE OF GENERAL MEETING

To: **Cr DG Waugh (Mayor)**
Cr FO Whelan (Deputy Mayor)
Cr KS Wendt OAM BEM
Cr PW Francis
Cr WJ Bowen
Cr JF Dowling
Cr PW Lobegeier

Please be advised that the **General Meeting** of the North Burnett Regional Council will be held at the Biggenden Boardroom on **Tuesday 17 December 2013** commencing at 9.00am.

An agenda is attached for your information.

MJP Pitt
CHIEF EXECUTIVE OFFICER

Attendees **Agenda Item 1** **Attendees**

Councillors
Cr DG Waugh, Mayor
Cr FO Whelan, Deputy Mayor
Cr PW Francis
Cr WG Bowen
Cr KS Wendt OEM BEM
Cr P Lobegeier
Cr JF Dowling

Officers
Chief Executive Officer, MJP Pitt
Director of Corporate Services, LD Hotz
Director of Development & Environment, BJ Savage
Director of Community and Cultural Services, AM Jackson
Assistant Director of Technical Services, TJ Harvey
Administration Officer, SE Aberdein

Welcome **Agenda Item 2** **Welcome / Housekeeping**

567-11-2013 Mayor, DG Waugh welcomed all to the meeting at 9.00am, with the following public gallery members present:

Katherine Kokkonen, Central and North Burnett Times
Cr Chris Loft, Fraser Coast Regional Council
Cr Darren Everard, Fraser Coast Regional Council
Cr James Hansen, Fraser Coast Regional Council

578-11-2013 Mayor DG Waugh invited and welcomed Minister Fay Barton, who lead the meeting in prayer.

Apologies **Agenda Item 3** **Apologies**

Declaration **Agenda Item 4** **Declaration of Interest**

Deputations **Agenda Item 5** **Deputations/Petitions**

5.1 Citizenship Ceremony – 10.00am

Minutes **Agenda Item 6** **Confirmation of Minutes**

6.1 General Meeting Minutes – 15 October 2013 – Pages 378-382

578-11-2013 Cr JF Dowling moved and Cr KS Wendt OAM BEM seconded: That the minutes of the 15 October 2013, General Meeting be adopted as amended. **CARRIED 7/0**

DRAFT

Governance **Agenda Item 7** **Governance Report**

Grants to Community Organisations 7.1 Grants to Community Organisations

579-11-2013 Cr PW Francis moved and Cr JF Dowling seconded: That Council approve the Director of Community Services recommendation as outlined in the following table (Attachment A) for financial and in-kind assistance, under Policy 102 Grants to Community Organisations. Further, that Council endorse the following pre-commitments of Community Grant funds for the 2013-2014 financial year:

Precommitments	**$**	**Item 1**
Australian Red Cross	100.00	Red Cross Calling Appeal
Fruit Fly Mat Cup Program	360.00	Fruit Fly Program
NAIDOC	450.00	Naidoc School initiative
Bundaberg Health Service Rotary House	10,000.00	Annual Contribution
Action Rescue Helicopter	10,000.00	Annual Contribution
Total	**$20,910**	

DRAFT

Doc ID	Date Received	Organisation	Proposal Description	Event Date	Details	2012/2013 Sponsorship	Requested Cash Amount	Requested In-kind Estimate	Directors Recommended Cash Donation	Directors Recommended In-kind Donation	Project Budget Comments
359357	15/10/13	Mundubbera Kindergarten	Christmas in the Park	13/12/2013	Seeking sponsorship for the fireworks display during the Christmas in the Park Event	N/A	$1000	$0	$0	$0	In-kind waiver donation for rubbish bin services and barricade fencing has been realised and is under way and will amount to $450 max.
532752	25/09/13	Bullarama Association	Annual Event	23/11/2013	Seeking Event Sponsorship and the in-kind use of chairs & rubbish bins & generator	$1,000	$5,000	$1000	$0	$1000	Total Event Budget is $10,000
530452	12/09/13	Tory Robertson	Sports Performance Grant	01/10/ 2013	Equestrian National championship	$250	$1,000	$0	$250	$0	
530452	12/09/13	Bree Robertson	Sports Performance Grant	01/10/ 2013	Equestrian National championship	$250	$1,000	$0	$250	$0	
					Donations Requested						
					Request for Cash Donations		$8,000	$500			
					Request for In Kind Donations			$1,000			
					Total Donations requested	**$9,000**					

Director Recommendation				
Recommended Request for Cash Donations			$500	
Recommended Request for In Kind Donations			$1,000	
Donations Recommended for approval			**$1,500**	

CARRIED 7/0

DRAFT

Rural Fire Levy

7.2 Rural Fire Levy Application

580-11-2013 Cr KS Wendt OAM BEM moved and Cr JF Dowling seconded:

1. That North Burnett Regional Council approve the application by the Bancroft Rural Fire Brigade from the Rural Fire Levy fund for:
   - 2 x drip torch units at a cost $146.52 each
   - 1 x speed loader at a cost of $1642.36; and
   - 1 x slip-on unit at a cost of $6173.78.
2. Council note the repairs to the rotating beacons conducted to six (6) Yellow Rural Fire applications.

CARRIED 7/0

Overdue Rates and Charges

7.3 Overdue Rates and Charges

581-11-2013 Cr PW Francis moved and Cr PW Lobegeier seconded: That the Overdue Rates and Charges Report as presented be received as information. **CARRIED 7/0**

Intention to Sell Update

7.3 Overdue Rates and Charges – Intention to Sell Update

582-11-2013 Cr PW Francis moved and Cr KS Wendt OAM BEM seconded: That the Overdue Rates and Charges Report as presented be received as information. **CARRIED 7/0**

583-11-2013 Resolved: Director of Corporate Services, LD Hotz to pass on congratulations to those staff have worked on the recovery of rates.

Intention to Sell

7.4 Overdue Rates and Charges – Intention to Sell

Lisa Benham

L Benham entered the meeting at 9.29am.

584-11-2013 Cr FO Whelan moved and Cr WJ Bowen seconded: That Council resolves in accordance with Section 140 of the Local Government Regulation 2012 to sell the land as listed due for overdue rates and/or charges and That Council further resolves that Finemore Walters & Story Solicitors be appointed to act on Council's behalf in undertaking all necessary steps associated with the sale of the listed land. **CARRIED 7/0**

Irrecoverable Rates and Charges

7.5 Overdue Rates and Charges – Irrecoverable Rates and Charges

585-11-2013 Cr PW Lobegeier moved and Cr KS Wendt OAM BEM seconded: In accordance with Council's financial delegation Council resolves to write off the following listed overdue Rates & Charges as irrecoverable.

ASSESSMENT	PROPERTY OWNER NAME	PROPERTY ADDRESS	DESCRIPTION	AREA	LAND USE	VALUATION	4 YEARS From June 2009	5 YEARS From June 2008	INTEREST AS AT 5 NOVEMBER 2013	TOTAL BALANCE AS AT 5 NOVEMBER 2013
10864-99999-000	WESTLINE INVESTMENTS PTY LTD	ASSESSMENT SET UP FOR RATE ARREARS PRIOR TO SALE OF PARCELS	SPLIT FROM 10864-0 ARREARS PRIOR TO SALE	0	400	NONE	$2,508.90	$362.67	$1,673.71	**$4,545.28**

CARRIED 7/0

Financial Report

7.6 Financial Report

586-11-2013 Cr PW Francis moved and Cr PW Lobegeier seconded: That the Financial Report as presented be adopted. **CARREID 7/0**

KS Wendt — Cr KS Wendt OAM BEM left the meeting at 9.46am and returned 9.49am

Citizenship Ceremony — The meeting adjourned at 10.00am for the Citizenship Ceremony followed by Morning Tea and recommenced at 10.43am.

587-11-2013

Revenue and Expenditure — 7.7 Revenue and Expenditure Report

588-11-2013 Cr PW Lobegeier moved Cr PW Francis seconded: That the Revenue Expenditure Report as presented, be adopted.

CARRIED 7/0

Current Asset Position Report — 7.8 Current Asset Position Report

589-11-2013 Cr PW Francis and Cr PW Lobegeier seconded: That the Current Asset Position Report as presented, be adopted.

CARRIED 7/0

Hospitality and Entertainment — 7.9 Hospitality and Entertainment Report

590-11-2013 Cr KS Wendt OAM BEM moved and Cr PW Lobegeier seconded: That the 2012 – 2013 financial year report to 30 June 2013 Hospitality and Entertainment expenditure be adopted as presented. **CARRIED 7/0**

Meeting Dates — 7.10 Meeting Dates 2013

591-11-2013 Cr PW Francis moved and Cr PW Lobegeier seconded: That the Meeting Dates 2013 be reviewed and tabled at the Policy and Planning Standing Committee Meeting, scheduled 27 November 2013. **CARRIED 7/0**

Infrastructure Report — **Agenda Item 8 Infrastructure Report**

Economic — **Agenda Item 9 Economic Report**

REDAC Project Update — 9.1 WBBROC Regional Economic Development Advisory Committee (REDAC) Project Update

592-11-2013 Cr KS Wendt OAM moved and Cr WJ Bowen seconded: that the WWBROC Regional Economic Development Advisory Committee (REDAC) Project Update be received for information. **CARRIED 7/0**

Rural Living Expo — 9.2 North Burnett Agricultural and Rural Living Expo *Local and Loving It*

593-11-2013 Cr PW Francis moved and Cr WJ Bowen seconded: That

1. Council agree to endorse the North Burnett Agricultural @ Rural Expo - "Local and Loving It" Festival as Council sponsored major event, and
2. Delegate Cr KS Went OAM BEM to chair a Steering Committee to facilitate the planning of the North Burnett Agricultural @ Rural Expo - "Local and Loving It" Festival. **CARRIED 7/0**

DRAFT

BNBRTB Partnership — 9.3 Bundaberg North Burnett Regional Tourism Board (BNBRTB) Tourism Partnership Agreement (TPA)

594-11-2013 Cr FO Whelan moved and Cr KS Wendt seconded: That Council endorse the Tourism Partnership Agreement (TPA) between the North Burnett Regional Council and Bundaberg North Burnett Tourism Board. **CARRIED 7/0**

Cycle Queensland — 9.4 Cycle Queensland Agnes to Coolum Beach, 9 Day Cycling Adventure

595-11-2013 Cr KS Wendt OAM BEM moved and Cr PW Lobegeier seconded:

1. That Council support the Cycle Queensland Agnes Waters to Coolum Beach 9 Day Cycling Adventure by agreeing to provide the level of supports as identified in the report above, and
2. Council allocate $7,000 in kind financial support in the 2014/15 Operational Budget to support the Cycle Queensland Agnes Waters to Coolum Beach 9 Day Cycling Adventure. **CARRIED 7/0**

Development Stats — 9.5 Development Statistics

596-11-2013 Cr PW Francis moved and Cr PW Lobegeier seconded: That the Development Statistics for September and October be received for information. **CARRIED 7/0**

Social — **Agenda Item 10 Social Report**

Cycle Network — 10.1 Wide Bay Burnett Principal Cycle Network

597-11-2013 Cr KS Wendt OAM BEM moved and Cr PW Francis seconded: That

1. Council endorse the Wide Bay Burnett Principal Cycle Network Plan
2. Council advise the Department of Transport and Main Roads of the endorsement prior to the deadline being 25 November 2013. **CARRIED 7/0**

598-11-2013 Resolved: Director of Community and Cultural Services, AM Jackson to write to the Department of Transport and Main Roads seeking funding opportunities to convert Railway Corridors into recreational corridors.

599-11-2013 Resolved: Assistant Director of Technical Services, TJ Harvey to present an updated Queensland Rail Corridor Report at a future Council Meeting.

RADF Report — 10.2 RADF Report

600-11-2013 Cr JF Dowling moved and Cr KS Wendt OAM BEM seconded: That Council approve recommendations of RADF Committee as outlined in Item 2 of this report. **CARRIED 7/0**

Environmental — **Agenda Item 11 Environmental Report**

DRAFT

Councillor Reports **Agenda Item 14 Councillor Reports**

601-11-2013 Cr PW Lobegeier moved and Cr WJ Bowen seconded: That the Councillor Reports be adopted as presented. **CARRIED 7/0**

14.1 Cr Don Waugh

14.2 Cr Faye Whelan

14.3 Cr John Bowen

14.4 Cr Lofty Wendt OAM BEM

14.5 Cr Paul Francis

14.6 Cr Paul Lobegeier

14.7 Cr Joanne Dowling

Mt Margaret Road
602-11-2013 Cr PW Francis moved and Cr PW Lobegeier seconded: That the Southern Section of the Mt Margaret Road be added to the Road Register as a category 5 road in lieu of the survey section that is impractical to construct. **CARRIED 7/0**

Confidential Reports **Agenda Item 12 Confidential Reports**

Public Gallery The Public Gallery Members left the meeting at 11.35am.

Closed Session
603-11-2013 Cr FO Whelan moved and Cr KS Wendt OAM BEM seconded: That in accordance with Section 275 of the Local Government Regulation 2012, the meeting be closed to the public to allow discussion regarding:

(a) the appointment, dismissal or discipline of employees;
(g) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage. **CARRIED 7/0**

Senior Staff
604-11-2013 Senior Staff left the meeting at 11.49am. Chief Executive Officer, MJP Pitt and Administration Officer, SE Aberdein remained.

Reopened Meeting
605-11-2013 Cr PW Francis moved and Cr JF Dowling seconded: That in accordance with Section 275 of the Local Government Regulation 2012, the meeting be re-opened to the public. **CARRIED 7/0**

Lunch The meeting adjourned for lunch at 12.19pm and recommenced at 1.30pm.

DRAFT

Organisational Restructure

12.1 Organisational Restructure

606-11-2013 Cr PW Lobegeier moved and Cr WJ Bowen seconded: That

1. North Burnett Regional Council receive the North Burnett Regional Council Organisational Review Report;
2. That North Burnett Regional Council adopt a two Departmental Structure with the Departments being a) Corporate and Community Services and b) Engineering and Environmental Services;
3. Council create the positions of General Manager Corporate and Community Service and General Manager of Engineering and Environmental Services; and
4. Direct the Chief Executive Officer to provide regular reports to Council on the implementation of the adopted structure and the amalgamation of the four Directorates into the adopted two Departmental Structure. **CARRIED 7/0**

Unpresented Cheques

12.2 Write Off of Outstanding Unpresented Cheques

607-11-2013 Cr JF Dowling moved and Cr KS Wendt OAM BEM seconded: That Council resolve to write of all cheques details in Attachment 1 to the amount of $1,279.30. **CARRIED 7/0**

Direct Debit Payment

12.3 Write Off by Direct Debit Payment

608-11-2013 Cr PW Francis moved and Cr FO Whelan seconded: That Council resolve to write off Direct Debit Transaction in Attachment 1 to the amount of $400.00. **CARRIED 7/0**

General Business

Agenda Item 13 General Business

QRAA Deadline
609-11-2013 Cr KS Wendt OAM BEM moved and Cr FO Whelan seconded: That North Burnett Regional Council write to the Mayor of South Burnett Regional Council, Mr Wayne Kratzmann, in support of extending the QRAA deadline from 29 November 2013 to a future date. **CARRIED 7/0**

Standing Committee
610-11-2013 Cr JF Dowling moved and Cr WJ Bowen seconded: That the Standing Committee Meetings scheduled to take place on 3 December 2013 in Gayndah Boardroom be rescheduled to take place on 27 November 2013, in Mundubbera commencing at 2pm. **CARRIED 7/0**

Cheque Donation
611-11-2013 Cr FO Whelan moved and Cr KS Wendt OAM BEM seconded: That the donation of $5000.00 cheque presented by Mundubbera IGA be placed in a trust fund.

Further, Chief Executive Officer, MJP Pitt to forward a letter of thanks to the Mundubbera IGA. **CARRIED 7/0**

Eidsvold SES Group
612-11-2013 Cr FO Whelan moved and Cr PW Francis seconded: That the Chief Executive Officer, MJP Pitt forward a letter of congratulations to the Eidsvold SES Group for their achievement in receiving the Regional Operational Response Award 2013 and Executive Director State Award 2013. **CARRIED 7/0**

Arts Reference Group
613-11-2013 Resolved: Cr PW Lobegeier to attend the Arts Reference Group, 12 December 2013. Executive Support to arrange appropriate accommodation.

Selene School Road
614-11-2013 Cr PW Lobegeier moved and Cr PW Francis seconded: That Assistant Director of Technical Services, to present a report to a future dated Council Meeting in regards to

DRAFT

placing Selene School Road on Council's Road Register. **CARRIED 7/0**

Selene School Road **615-11-2013**	Cr PW Lobegeier moved and Cr PW Francis seconded: That Technical Services investigate and carry out any repairs/re-sheeting required on Selene Mine Road. **CARRIED 7/0**
Burnett Highway **616-11-2013**	Resolved: Assistant Director of Technical Services, TJ Harvey to consult with Main Roads Coordinator, Nathan Roth in regards to scheduled repairs to a section of the Burnett Highway, before Mullers Hill, Monto and report back to a future dated Council Meeting.
Boyle Lane	Cr PW Lobegeier requested an update on works in Boyle Lane
Royal Lane **617-11-2013**	Resolved: Assistant Director of Technical Services TJ Harvey, to follow up with Monto IGA in regards to a concrete slab which is required to repair Royal Lane and report back to a future Council Meeting.
Selene Mine Road **618-11-2013**	Resolved: Director of Technical Services, K Palmer to liaise with Joe Koch to determine the repairs required on Selene Mine Road, due to subsidence.
REDAC Meeting **619-11-2013**	Resolved: Mayor, DG Waugh, Cr FO Whelan, Cr JF Dowling and Director of Community and Cultural Services, AM Jackson be delegated to attend the REDAC Meeting being held in Gympie, Friday, 22 November 2013.
Bench Seat Gayndah **620-11-2013**	Cr JF Dowling moved and Cr PW Francis seconded: That Council agree in principle to the Gayndah Lions Group's proposal of installing a Bench Seat in the main street of Gayndah, subject to discussions about the location. **CARRIED 7/0**
Darra Road **621-11-2013**	Resolved: Director of Technical Services, K Palmer to provide a report to a future Council meeting in regards to previous resolution 532-10-2013, renaming of Darra Road.
Norwegian Room **622-11-2013**	Resolved: Cr PW Francis to liaise with the Eidsvold community to instate an advisory committee to oversee plans to revamp the Norwegian room of the Eidsvold Shire Hall in celebrations of the 200 year anniversary in May 2014 of the signing of the Norwegian constitution.
Monto Clock **623-11-2013**	Cr PW Francis moved and Cr PW Lobegeier to inform the Monto Late Night Shopping Committee that Council has no hesitation in allowing the clock to be decorated providing that there is an understanding that there is to be no damage to the clock and the committee is to clean up afterwards.
Not For Profit Hall Hire **624-11-2013**	Cr KS Wendt OAM BEM moved and Cr JF Dowling seconded: That the $5.00 hall fee for Not-For-Profit Organisations remain as adopted. Further, Cr PW Francis to advise concerned Not-For-Profit Organisation that the Committee is welcome to write to Council expressing their concerns which will be considered in the 2014-2015 Budget deliberations. **CARRIED 6/1** **For** **Cr DG Waugh** **Cr FO Whelan** **Cr FO Dowling** **Cr KS Wendt OAM BEM** **Cr WJ Bowen**

DRAFT

		Cr PW Lobegeier
	Against	**Cr PW Francis**

Christmas Decorations **625-11-2013**	Resolved: Assistant Director of Technical Services, TJ Harvey to advise Councillors outcome of recent proposal put to Ergon Energy in regards to the installation of Christmas Decorations throughout the region.
626-11-2013	Cr DG Waugh requested a report on the progress of transfer of rail assets to Council. Director of Technical Services, to report back to a future Council Meeting.
Closure of Meeting	**Agenda Item 15 Closure of Meeting**
	With no further business, the meeting was closed at 2:25 pm.

Presented to Council at its General Meeting held on 17 December 2013 and confirmed.

_____

Mayor

DRAFT

Attendees	**Agenda Item 1**	**Attendees**
Councillors	Cr FO Whelan, Deputy Mayor Cr WJ Bowen Cr PW Francis Cr JF Dowling Cr KS Wendt OAM BEM Cr PW Lobegeier	
Directors/Officers	MJP Pitt, Chief Executive Officer TJ Harvey, Assistant Director of Technical Services RJ Savage, Director of Development and Environment L Hotz, Director of Corporate Services SE Aberdein, Administration Officer M McIntyre, Administration Officer	
Welcome	**Agenda Item 2**	**Welcome / Housekeeping**
	Deputy Mayor Cr FO Whelan welcomed all to the meeting at 11.30am	
Apologies	**Agenda Item 3**	**Apologies**
852-11-2013	Cr PW Francis moved and Cr PW Lobegeier seconded that apologies by accepted for Mayor DG Waugh Mayor, Director of Community and Cultural Services, AM Jackson, and Director of Technical Services K Palmer. **CARRIED 6/0**	
Declaration	**Agenda Item 4**	**Declaration of Interest**
Deputations	**Agenda Item 5**	**Deputations**
Governance	**Agenda Item 6**	**Governance Report**
Annual Report	6.1	2012-2013 NBRC Annual Report
853-11-2013	Cr PW Francis moved and Cr PW Lobegeier seconded: That the 2012/2013 Annual Report as amended be adopted. **CARRIED 6/0**	
Meeting Dates	6.2	Council Meeting Dates
854-11-2013	Moved Cr PW Francis and Cr WJ Bowen seconded: That the dates of the 2014 Council Meeting dates be adopted. Further, Chief Executive Office MJP Pitt to evaluate the locations to allow equal distribution of meetings throughout the region.	

CARRIED 4/2

FOR: Cr JF Dowling
Cr PW Francis
Cr WJ Bowen
Cr KS Wendt OAM BEM

AGAINST: Cr FO Whelan
Cr PW Lobegeier

Unconfirmed

Economic	**Agenda Item 7**	**Economic Report**
Infrastructure Charges	7.1	Adopted Infrastructure Charges (AIC)
855-11-2013	Cr JF Dowling moved and Cr PW Lobegeier seconded: That Councillors provide feedback to the Director of Development and Environment on the draft Adopted Infrastructure Charges resolution by 5 December 2013. **CARRIED 6/0**	
Social	**Agenda Item 8**	**Social Report**
Environmental	**Agenda Item 9**	**Environment Report**
Late Reports **856-11-2013**	Cr PW Francis moved and Cr JF Dowling seconded: That the late report ENV 1 Heritage Register be accepted. **CARRIED 6/0**	
Local Heritage	9.1 Local Heritage Register	
857-11-2013	Cr PW Lobegeier moved and Cr JF Dowling seconded: That the Council accept the 71 places recommended for entry to the Local Heritage Register and proceed with the notification of the recommended places according to the provisions of the Queensland Heritage Act 1992 (Part 11, Division 3). **CARRIED 6/0**	
Confidential	**Agenda Item 10**	**Confidential Reports**
Closed Session **858-11-2013**	Cr PW Francis moved and Cr PW Lobegeier seconded: That in accordance with Section 275 of the Local Government (Regulation) 2012 the meeting be closed to the public to allow discussion regarding other business for which a public discussion would be likely to prejudice the interest of the local government or someone else, or enable a person to gain a financial advantage. **CARRIED 6/0**	
Re-opened Meeting **859-11-2013**	Cr KS Wendt OAM BEM moved and Cr PW Lobegeier seconded: That in accordance with Section 275 of the Local Government Regulation 2012 the meeting be re-opened to the Public. **CARRIED 6/0**	
Waste Management	10.1 Waste Collection Contract	
860-11-2013	Cr KS Wendt OAM BEM moved and Cr WJ Bowen seconded: That the progress report on Council's Waste Collection tender be received. **CARRIED 6/0**	
Occupation of Caravans	10.2 Occupation of Caravans	
861-11-2013	Cr PW Francis moved and Cr KS Wendt OAM BEM seconded: That an appropriate Council officer facilitate discussions/enquiries with relevant agencies with a view to providing a satisfactory solution, and guidance as to the likely repercussions of Council Officers issuing notices to remove the vans. **CARRIED 6/0**	

Unconfirmed

General Business	**Agenda Item 10**	**General Business**
Gravel Pit Approval **862-11-2013**	Cr PW Francis moved and Cr PW Lobegeier seconded: That Chief Executive Office MJP Pitt be delegated authority to approved gravel pits applications for supply of gravel for flood repair works. Further, delegation to cease at 31 January 2014, with conditions to be circulated to Councillors prior to final approval under delegation.	**CARRIED 6/0**
Waste Signs **863-11-2013**	Resolved: Director of Development and Environment RJ Savage to progress installation of *No Household Waste signs* in the main Street of Monto.	
Leave of Absence **864-11-2013**	Cr PW Francis moved and Cr PW Lobegeier seconded: That a Leave of Absence be granted for Cr WJ Bowen from 4 – 6 December 2013.	**CARRIED 6/0**
865-11-2013	Noted: Director of Development and Environment, RJ Savage updated the meeting on the National Broadband Network in Monto. Advice received from the National Broadband Network Company is that the mechanisms will be attached to the Telstra Tower.	
866-11-2013	Resolved: Director of Development and Environment, RJ Savage to draft a letter of response to Mr Herbner.	
867-11-2013	Director of Development and Environment, RJ Savage has been advised by the National Broadband Network that is the Government's intention to have fibre to the node and that progressions in installation will commence from 4 December 2013 to 4 June 2014.	
Closure of Meeting	Agenda Item 11 Closure of Meeting With no further business, the meeting was closed at 12.47pm.	

Unconfirmed

Attendees	**Agenda Item 1**	**Attendees**
Councillors	Cr FO Whelan, Deputy Mayor Cr WJ Bowen Cr PW Francis Cr JF Dowling Cr KS Wendt OAM BEM Cr PW Lobegeier	
Directors/Officers	MJP Pitt, Chief Executive Officer TJ Harvey, Assistant Director of Technical Services RJ Savage, Director of Development and Environment L Hotz, Director of Corporate Services K Palmer, Director of Technical Services SE Aberdein, Administration Officer ML McIntyre, Administration Officer	
Welcome	**Agenda Item 2**	**Welcome / Housekeeping**
868-11-2013	Deputy Mayor Cr FO Whelan welcomed all to the meeting at 10.35am.	
Apologies	**Agenda Item 3**	**Apologies**
869-11-2013	Cr PW Francis moved and Cr JF Dowling seconded: That apologies be accepted for Mayor, DG Waugh and Director of Community and Cultural Services, AM Jackson. **CARRIED 6/0**	
Declaration of Interest	**Agenda Item 4**	**Declaration of Interest**
Deputations	**Agenda Item 5**	**Deputations**
Infrastructure	**Agenda Item 6**	**Infrastructure Report**
Mount Margaret Road **870-11-2013**	Cr KS Wendt OAM BEM moved and Cr PW Francis seconded: The report be received and noted with reference to resolution 602-11-2013 which was tabled at the General Meeting held, 19 November 2013. Further, Director of Technical Services, K Palmer reported that Council will maintain 7.8 km of Mt Margaret Road. **CARRIED 6/0**	
Redbank Road – Double Upgrade **871-11-2013**	Cr PW Lobegeier moved and Cr PW Francis seconded: That Director of Technical Services K Palmer, investigate future work cost impacts in relation to upgrading the road to B Double standard, and further to discuss with the company installing the gas pipeline. **CARRIED 6/0**	
Kariboe Road/Hotz **872-11-2013**	Cr PW Francis moved and Cr KS Wendt OAM BEM seconded: That subject to agreement from the property owner, Council is to maintain Kariboe Road as a Category 5 road as per current arrangement. **CARRIED 6/0**	
Bench Seat **873-11-2013**	Cr JF Dowling moved and Cr WJ Bowen seconded that the verbal report on the installation of a bench seat in Capper Street Gayndah be received for information. **CARRIED 6/0**	
Internal Sections **874-11-2013**	Cr PW Francis moved and Cr PW Lobegeier seconded: The Flood Restoration Works be received. **CARRIED 6/0**	

Unconfirmed

General Business	**Agenda Item 7 General Business**
Memorial Park, Monto **875-11-2013**	Cr PW Lobegeier passed on a commendation from a traveller regarding the high standard presentation of Memorial Park Monto. Director of Technical Services, K Palmer to report back to relevant parks and gardens staff and pass on the congratulations.
Cania Dam Shed **876-11-2013**	Cr PW Francis moved and Cr PW Lobegeier seconded: Facilities Officer, R Brauer to provide a report on the issues raised regarding additional minor works on the Cania Dam Recreational Shed as requested by the Monto Fishing Club and urgent works be progressed **CARRIED 6/0**
Ceratodus BBQ **876-11-2013**	Assistant Director of Technical Services, TJ Harvey advised that a submission has been sent to the Queensland Reconstruction Authority (QRA) and is awaiting approval.
Rotary Club of Monto Wheel Sign **877-11-2013**	Resolved: Cr PW Francis to liaise with the Rotary Club of Monto to progress the submission of an application to Council for the installation of a new Rotary Wheel at the Southern approach to Monto.
Playground Equipment **878-11-2013**	Resolved: Facilities Officer, R Brauer to provide a report back to a future dated Council Meeting in regards to Council's current playground equipment which is suitable from Toddler to school aged children and possibilities of installing a wider range of age appropriate equipment throughout Council's Parks.
Galloway Bridge **879-11-2013**	Noted: Director of Corporate Services, LD Hotz advised that Council has received Legal Advice that Galloway Bridge, Monto is not on Council's Road Reserve.
End of Galloway Lane **880-11-2013**	Resolved: Director of Technical Services, K Palmer to investigate the build up of Sand at the intersection of Galloway Lane on the Burnett Highway.
Royal Lane Monto **881-11-2013**	Resolved: Assistant Director of Technical Services, TJ Harvey to investigate stabilising a trench located on Royal Lane, Monto
Monto Main Street Bins **882-11-2013**	Resolved: Director of Environment and Development, RJ Savage to liaise with Technical Services Staff to install 'No Household Dumping' signs in the Main Street of Monto.
SES Shed Eidsvold **883-11-2013**	Noted: Assistant Director of Technical Services, TJ Harvey advised that the Eidsvold State Emergency Services Shed is progressing well and will be completed by the end of the year.
Closure of Meeting	**Agenda Item 8 Closure of Meeting** With no further business, the meeting was closed at 11.25am.

Presented to Council at its General Meeting held on 17 December 2013 and confirmed.

Mayor

Unconfirmed

GOV 1. GAYNDAH SHOW SOCIETY – EXEMPTION OF BUILDING FEES

File: DP: 229-13

Responsible Officer: Bob Savage – Director of Development & Environment

Report prepared by: Sue-Ann Jensen – Administrative Assistant (Development & Environment)

17 December 2013

1 PURPOSE OF REPORT

The purpose of this report is to seek Council's decision in relation to an application by the Gayndah Show Society seeking exemption from all associated fees for building work.

2 INTRODUCTION/BACKGROUND

The applicants are replacing as a direct result of the 2013 floods an under cover area and bar 18x13x3 – floor area 231.897sq mtrs. Location Gayndah Show Grounds, corner of Spencer and Arthur Streets on property described as Lot 1 on G1364

Requesting waiver of all building fees to the value of $1,985

3 CORPORATE/OPERATIONAL PLAN

Governance - Outcome 5 - 5.8 Encourage partnerships within the wider community to identify opportunities for the enhancement of community wellness, infrastructure and pursuits. - Community partnerships progressed.

4 POLICY IMPLICATIONS

N/A

5 STATUTORY REQUIREMENTS

N/A

6 FINANCIAL IMPLICATIONS

The financial implications in waiving of fees is $1,985.

7 RISK MANAGEMENT

N/A

8 CONSULTATION

N/A

9 OPTIONS FOR COUNCIL TO CONSIDER

A. Approve applicants request to waive building fees of $1,985
B. Payment of building fees be requested of the applicant.

10 OFFICER'S COMMENTS/CONCLUSION

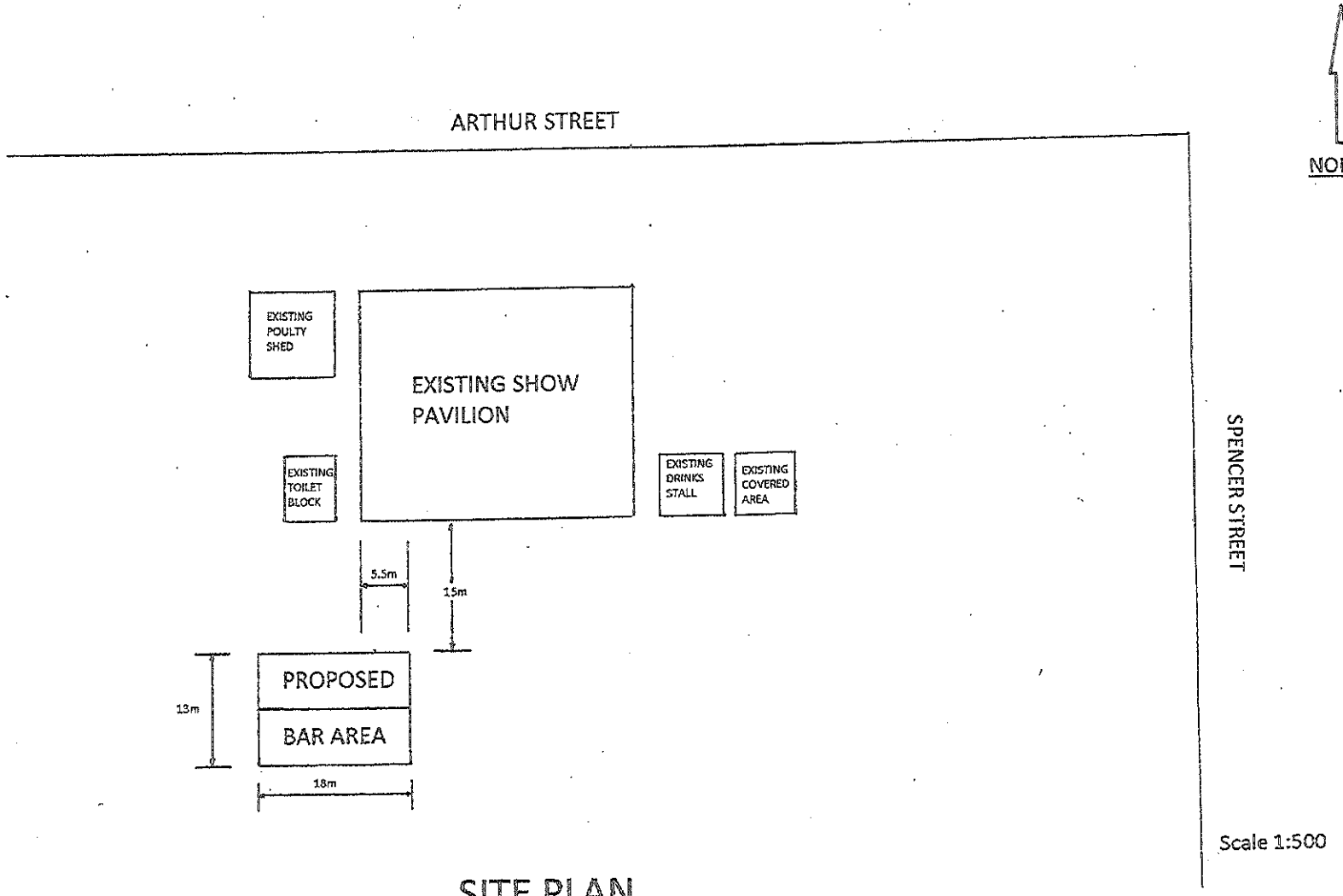
The reconstruction of this building is as a direct result of the 2013 floods and that Council consider the Gayndah Show Societies request to waive building application fees to the value of $1,985.00 for the proposed under cover area and bar.

11 ATTACHMENTS

Correspondence – Gayndah Show Society – Doc ID 542187
Site Plan of proposed building – Doc ID 554636

RECOMMENDATION

That Council waive building fees of $1,985.00 for the proposed under cover and bar area to be undertaken on a portion of lot 1 on G1364 at the Gayndah Show grounds.



SITE PLAN

CLIENT; Gayndah Show Committee	Lot 1/G1364 Corner of Arthur & Spencer street, Gayndah 4625	Dated 10-10-12 Drawn by Bradley Schiffke	BRAD'S NEW & IMPROVED HOMES GAYNDAH LICENCE 716831

GAYNDAH SHOW SOCIETY

PO Box 88,
GAYNDAH QLD 4625
Ph: (07) 4161 1477
Fax: (07) 4161 1098

15th October, 2013.

Mr. Mark Pitt,
C.E.O.,
North Burnett Regional Council,
Capper Street,
Gayndah.

Dear Mr. Pitt,

Gayndah Show Society requests exemption from all fees relating to the building of the replacement bar at the showgrounds.

This bar is being replaced as a direct result of the 2013 floods.

Yours Sincerely,

H Cherry

Helen Cherry
Secretary of
Gayndah Show society.

This one will quite possibly have fees waived - but has gone through to records to be brought up at a meeting.

GOV 2 12.2013

LEASED LAND – PART OF LOT 86 ON SP227537

File: *403: 05.07.04*
Responsible Officer: *Les Hotz – Director of Corporate Services*
Report prepared by: *Les Hotz – Director of Corporate Services*

1 PURPOSE OF REPORT

To determine Council's response to Lessee's request to purchase part of their lease, being Lease D on Lot 86 on SP227537, Parish of Bailey, County of Rawbelle and to continue to lease the remaining portion.

2 INTRODUCTION/BACKGROUND

Lease D on Lot 86 on SP227537, Parish of Bailey, County of Rawbelle, is land associated with the Monto Airport and is adjacent to the Monto Airstrip. This land has been leased to neighbouring landholders for over the past thirty (30) years.

The current Lessee's seek to purchase outright, the cultivatable land on the eastern side of the airstrip and continue leasing the land contained on the western side of the airstrip. Under the Local Government Act 2009 as amended, Council is not in a position to sell this land outright, without Ministerial consent.

Further, consideration should be given to the adjoining neighbour on the southern side of this parcel of land. He may be interested also.

This matter was raised with Council in March 2011 where Council resolved:

Cr PW Francis moved and Cr PW Lobegeier seconded:

1. *That Council receive the report in relation to request to purchase part of Lot 86 on SP227537, County of Rawbelle, Parish of Bailey. Further, that Council:*

2. *Support in principle to sell Lot 86 on SP227537, County of Rawbelle, Parish of Bailey subject to further negotiations with the parties involved and further, a report be presented to Council providing information on Easement access to current and future bores.* ***CARRIED***

On 8 April 2011, correspondence was forwarded to Mr Adcock advising of Councils decision in this matter and no response was received until 17 October 2013 when Mr Adcock is asking the same question.

3 CORPORATE/OPERATIONAL PLAN

In accordance with Outcome 2 – Economic Development & Tourism, Section:
2.4 Land Use Planning

4 POLICY IMPLICATIONS

Nil

5 STATUTORY REQUIREMENTS

Tendering process for sale of land should be followed. Alternatively, Council may determine to sell land to Lessee with Ministerial consent.

6 FINANCIAL IMPLICATIONS

The sale of this parcel of land will become revenue and will no longer be an asset to Council. Costs will be incurred to advertise the parcel of land and to obtain an independent valuation.

7 RISK MANAGEMENT

Nil

8 CONSULTATION

Lessee's of subject land have approached the Chief Executive Officer to discuss this matter. Correspondence seeking Councils agreement to sell leased land to lessee is attached.

9 OPTIONS FOR COUNCIL TO CONSIDER

- Consider this report and accept, reject or amend recommendations.

10 OFFICER'S COMMENTS/CONCLUSION

This parcel of land has been leased for several years to adjoining land holder and currently is not considered necessary for future Council operations at the Monto Airport. However, the western parcel of this land, that the Lessee's wish to continue to lease has been marked land for potential industrial development.

11 ATTACHMENTS

- Plan of Lots 85 & 86 on SP227537, County of Rawbelle, Parish of Bailey
- Letter to Mr P Adcock – 8 April 2011
- Letter from Mr P Adcock to Council – 17 October 2013

RECOMMENDATION

That Council receive the report in relation to request to purchase part of Lot 86 on SP227537, County of Rawbelle, Parish of Bailey. Further, that Council consider:

1. Placing subject land for sale by tender or public auction;
2. Agree to sell subject land to Lessee's, with Ministerial approval, subject to an independent valuation of the land being obtained at the cost of the Lessee's;
3. That a new lease fee be set for the remaining portion of land to be leased by Mr P Adcock
4. If either of the above proposals are adopted, Council survey an easement for domestic waterline from the Three Moon Creek, to the Airport residents, across the subject land and that the existing bore and waterline remain the property of Council at the purchasers cost.
5. All survey and legal fees are borne by the purchaser.

Land Title Act 1994 ; Land Act 1994
Form 21 Version 2

SURVEY PLAN

Sheet 1 of 1

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O.Screw	IS104064	259°30′	11·035
2	OIP	IS104064	267°03′	1·765
3	ORT gone	RW97	356°45′	30·70
3	ORT gone	RW97	117°45′	38·48
4	Nail in Conc		306°15′20″	42·185
4	O.Gum (Not opened)	RW97	343°35′	77·47
5	Pin		312°55′	1·015
5	OIP gone	RW461	70°0′	64·565
6	Pin		9°03′	4·2
7	OIP	RW461	250°0′	60·865
8	Pin		179°08′	3·405
9	Pin		153°55′30″	1·605
10	Pin		333°55′30″	1·41
10a	O.Gum (Not opened)	RW97	285°40′	2·72
10a	ORT Hole	RW97	146°10′	10·62
11	Pin		51°42′	0·89

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
3–PM		335°05′30″	21·555	179456	S. Pkt
8–OPM	SP118773	290°42′	266·21	85952	Standard

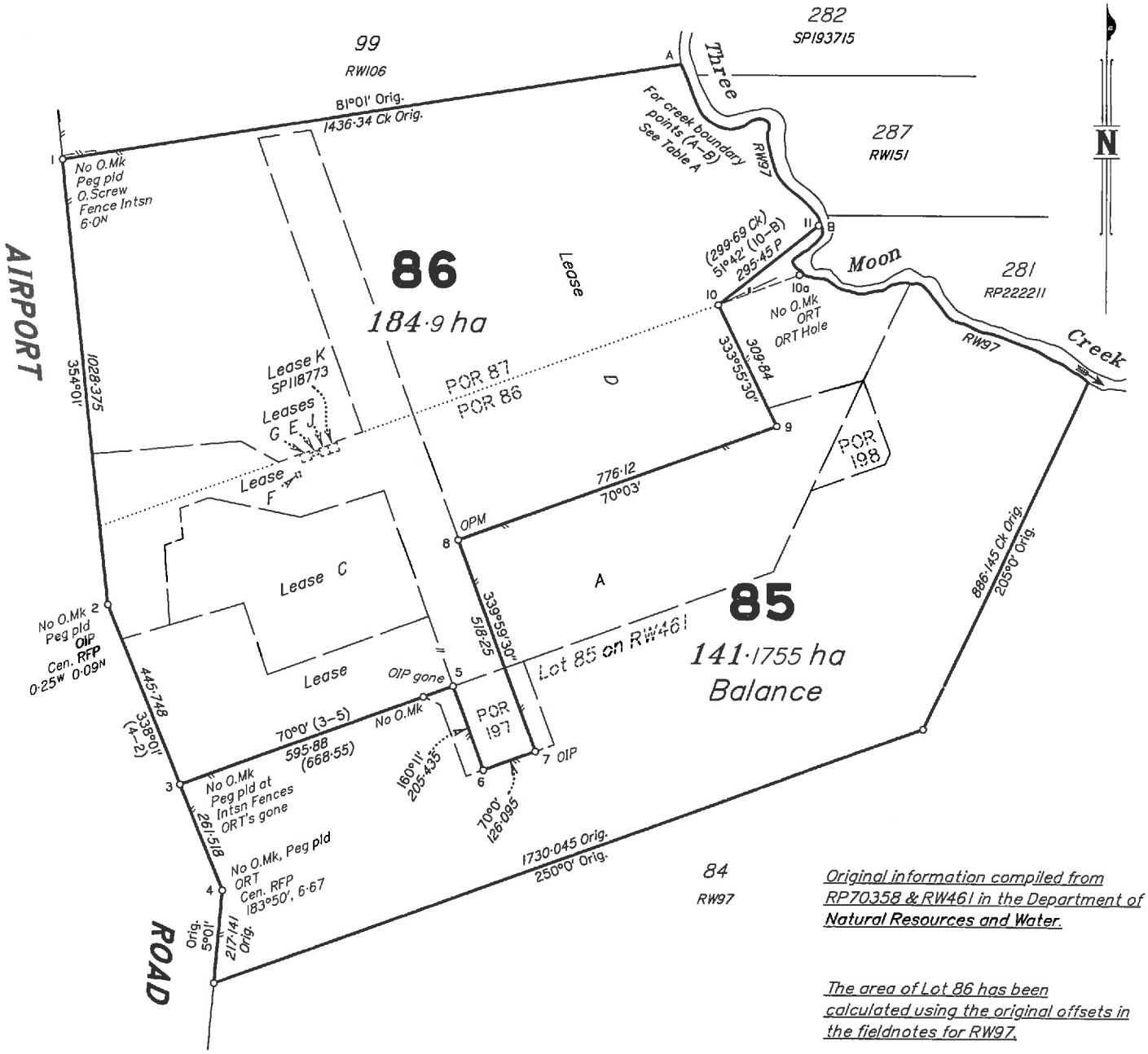
TRAVERSES

LINE	BEARING	DISTANCE
10–10a	69°41′	199·43

TABLE A

CREEK POINTS

	BEARING	DISTANCE	
A	157°10′25″	38·775	RW97
	159°37′18″	40·347	
	155°20′	40·234	
	133°12′12″	37·343	
	111°27′	32·91	
	82°21′24″	40·435	
	55°24′27″	**24·529**	
	105°52′24″	41·101	
	188°55′12″	27·064	
	168°44′07″	43·333	
	162°18′33″	41·728	
	142°38′42″	40·347	
	127°38′35″	42·627	
	140°59′21″	69·661	
B	174°12′	4·85	Orig.



Original information compiled from RP70358 & RW461 in the Department of Natural Resources and Water.

The area of Lot 86 has been calculated using the original offsets in the fieldnotes for RW97.

Peg placed at Stations 1–7 & 11.

Cen RFP A at Stations 8–10.

Scale 1:10000 – Lengths are in Metres.

100 0 100 200 300 400 500 600 700 800 900 1000 1100 1200 1300 1400
0 50mm 100mm 150mm

State copyright reserved.

I, John Bruce SERISIER, hereby certify that the land comprised in this plan was surveyed by me, personally, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 17.03.2009.

17/04/09
Date

Cadastral Surveyor

Plan of Lots 85 & 86

Cancelling Lot 85 on RW461, Lot 86 on RP70358 & Lots 197 & 198 on RP75192

PARISH: **BAILEY** COUNTY: **Rawbelle**

Meridian: CAM (RW97) **27** F/N's: Yes

Scale: 1:10000

Format: STANDARD

SP227537

Plan Status:

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

(Dealing No.)

Registered

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We ~~COUNCIL OF THE SHIRE OF MONTO~~
WARREN RUPERT DOWLING
NORTH BURNETT REGIONAL COUNCIL

(Names in full)

*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

*as Lessees of this land agree to this plan.

Signature of *Registered Owners *Lessees

X MARK JOHN PATRICK PITT, CEO

X DONALD GORDON WAUGH, MAYOR

* Rule out whichever is inapplicable

6. Existing / Created

Title Reference	Description	New Lots	Road	Emts	Cov.	Profit a prendre
14077009	Lot 86 on 70358	85 & 86				
14077010	Lot 197 on RP75192	85 & 86				
14077011	Lot 198 on RP75192	85				
50131981	Lot 85 on RW461	85				

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
1705319447		85

EXISTING LEASE ALLOCATIONS

Lease	Lots to be Encumbered
701272570	85, 86
701272563	86
701272568	86
701272574	85, 86
701272578	86
701634691	86
701634703	86
703519520	86

EXISTING ADMINISTRATIVE ADVICE ALLOCATIONS

Administrative Advice	Lots to be Encumbered
710689709	85

2. Local Government Approval.

* NORTH BURNETT REGIONAL COUNCIL
hereby approves this plan in accordance with the :
% INTEGRATED PLANNING ACT 1997

Dated this FIFTH day of AUGUST 2013

MARK JOHN PATRICK PITT, # Chief Executive Officer

Mayor, DONALD GORDON WAUGH

Dated this Fifteenth day of MAY 2009

CHIEF EXECUTIVE OFFICER

MAYOR #

* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or Local Government (Planning & Environment) Act 1990
# Insert designation of signatory or delegation

Lots	Orig
86	Por 197 Por 86, Por 87
85	Por 86, Por 87 **Lot 85 on RW461** Por 197, Por 198,

7. Portion Allocation :

8. Map Reference :
9148–33

9. Locality :
Three Moon

10. Local Government :
North Burnett Regional

11. Passed & Endorsed :
By : J. B. Serisier
Date :
Signed :
Designation : Cadastral Surveyor 14/04/09

12. Building Format Plans only.
I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
* Part of the building shown on this plan encroaches onto adjoining * lots and road

Cadastral Surveyor/Director * Date
*delete words not required

13. Lodgement Fees :

Survey Deposit	$
Lodgement	$
New Titles	$
Photocopy	$
Postage	$
TOTAL	$

14. Insert Plan Number SP227537

3. Plans with Community Management Statement :
CMS Number :
Name :

4. References :
Dept File :
Local Govt :
Surveyor : 08075

NORTH BURNETT
REGIONAL COUNCIL

Mailing Address: PO Box 390, Gayndah Qld 4625
Street Address: 34-36 Capper Street, Gayndah Qld 4625
Telephone: 1300 696 272
Facsimile: (07) 4161 1425
Email: admin@northburnett.qld.gov.au
Web: northburnett.qld.gov.au
ABN: 23 439 388 197

08 April 2011

Your Reference:
Our Reference: <LDH:RMW ><

Mr Peter Adcock
PO Box 102
MONTO QLD 4630

Dear Peter

Re: Lot 86 on SP227537, County of Rawbelle, Parish of Bailey

I refer to your recent discussions with the Chief Executive Officer in Gayndah and your request for Council to consider selling the leased land contained on the eastern side of the Monto Airstrip within Lease D on Lot 86 on SP227537, County of Rawbelle, Parish of Bailey. This matter was presented to the General Meeting held in Biggenden on Tuesday 22 March 2011 in Biggenden where it was resolved that:

> *Council support in principle to sell Lot 86 on SP227537, County of Rawbelle, Parish of Bailey subject to further negotiations with the parties involved and further a report be presented to Council providing information on easement access to current and future bores.*

The discussion revolved around

1. Placing subject land for sale by tender or by auction
2. Agreeing to sell subject land to lessee's with ministerial approval subject to an independent valuation of land being obtained at the cost of the lessee's
3. Council surveying an easement across subject land to protect domestic water line running from the bore on Three Moon Creek to the Airport residence.

The dilemma that Council has is that it believes ministerial approval for exemption from the tendering process may be difficult to obtain and if Council is unable to gain exemption from the tendering process and you wish to continue your request to purchase this land, Council would be obliged to publicly advertise the subject land for tender or public auction. I appreciate that on the expiration of your lease in 2014, you will face the same predicament in that this land will be offered for lease by a public tender.

Council wishes to retain the existing bore adjacent to the three moon creek on the eastern boundary of the subject land to provide domestic water for the airport house, airport terminal and polocrosse grounds hence the discussion regarding the survey of an easement to protect access to this bore and the existence of a water pipe to the airport terminal. Council also will retain an area within the vicinity of the existing bore for future bores for the abovementioned purpose. The quantity of water extracted from the existing bore is minimal and should not affect farming operations on the subject land.

Will you please give consideration to the above matters and I will be more than happy to discuss this matter further in an attempt to progress Council's resolution.

If you have any further queries in relation to this information, you may contact the undersigned on (07) 41669911.

Yours faithfully

LD Hotz
Director of Corporate Services
on behalf of MJP Pitt
Chief Executive Officer

PF&DF Adcock
259 Airport Road
Monto

17/10/13

To CEO, Mark Pitt/Councillors
North Burnett Regional Council

Re Airport Lease D on Lot 86 on RF70358, Parish of Bailey

We would like submit a proposal to purchase the eastern or creek side section of the airport lease block. There is approx 220 acres in this section with a further 100 acres remaining on airport road side or west side that we would like to keep leasing. A narrow corridor at the north end of airport runway connects the two sections. We have a little over twelve months remaining of a Ten year lease agreement with the council, this is due to expire on 31st December 2014. We are aware that ministerial approval is required for this to progress.

We have invested considerably into the development of the east side block through Council approved land clearing; developing 150 acres for cultivation; new fences on all four sides; twenty acres on the creek bank set up for irrigation with mainlines laid from our freehold country next door.
The recent floods caused considerable erosion damage to cultivation areas near the creek (approx 10 acres) we brought in a local contractor to restore this country and when it rains again we plan to grass the area with improved pastures to assist with erosion control.

Our future plan is to set up irrigation on the suitable lease country making the whole farm more viable. We have to purchase the country for this to be a worthwhile endeavour, obviously we are not going to spend significantly more money on developing lease country.

This lease has been tied to our main farm for many years. Present Lease agreement allows for no options to continue lease into the future, we can see no other way of protecting our investment but to purchase the freehold from the council for the east side portion .
The west side of the airport runway has road frontage and may be of some use to the council in years to come, we would like to continue leasing this block under present lease agreements.

Yours

Peter Adcock

RECEIVED (Records)
File No: 5-2-04
25 OCT 2013
To: DIR COR
Doc ID:
Retention Ref: 2026A

GOV 3 12.2013

REQUEST FOR LEASE AGREEMENT – GAYNDAH HORSE & PONY CLUB INC

File: *06.23*
Responsible Officer: *Les Hotz – Director of Corporate Services*
Report prepared by: *Les Hotz – Director of Corporate Services*

1 PURPOSE OF REPORT

Gayndah Horse and Pony Club Inc are seeking an area of land at the Gayndah Show Grounds to lease. Letter attached.

2 INTRODUCTION/BACKGROUND

Correspondence was received from the treasurer of the Gayndah Horse and Pony Club Inc advising that this club is an enthusiastic long lasting club, situated on the Gayndah Show Society Grounds. The club is interested in subleasing a portion of land contained within the Gayndah Show Grounds reserve. This move will assist with ownership of a building and funding applications for their club.

3 CORPORATE/OPERATIONAL PLAN

In accordance with Outcome 2 – Economic Development & Tourism, Section:

2.4 Land Use Planning

4 POLICY IMPLICATIONS

Nil

5 STATUTORY REQUIREMENTS

Currently Council has a lease agreement between North Burnett Regional Council and the Gayndah Show Society and a separate lease would be required to meet the Gayndah Horse and Pony Club requirement.

6 FINANCIAL IMPLICATIONS

All costs associated with the drafting of a lease agreement should be borne by the lessor.

7 RISK MANAGEMENT

Nil

8 CONSULTATION

An onsite discussion has been held with members of the Gayndah Horse and Pony Club Incorporation with the Director of Corporate Services. The club seeking a lease is fearful that if an agreement is made between them and the Gayndah Show

Society, that such agreement may not be binding. Director of Corporate Services has spoken with the Lands Department who advised that the most transparent option would be for Council to relinquish the lease between it and the Gayndah Show Society and have a new lease put in place. The Show Society then would be in a position to sub-lease an area of land contained within the Show Ground reserve to the Gayndah Horse and Pony Club Incorporation to cover their purposes. This would allow for sharing of facilities i.e. water, sewerage, entry and other facilities that may exist on the Show Ground Reserve. A copy of correspondence from the Lands Department is attached.

9 OPTIONS FOR COUNCIL TO CONSIDER

- Consider this report and accept recommendations.
- Consider this report and reject recommendations.
- Consider this report and amend recommendations.

10 OFFICER'S COMMENTS/CONCLUSION

I have spoken to the Treasurer of the Gayndah Horse and Pony Club Incorporated and forwarded to her correspondence suggesting that her club liaise with the Gayndah Show Society to determine the next step. I have also invited both organisations to meet with Council in an attempt to finalise this matter.

11 ATTACHMENTS

- Letter from Gayndah Horse and Pony Club Inc
- Letter to Gayndah Horse and Pony Club Inc
- Information from Lands Department - Monto

RECOMMENDATION

That Council receive the report in relation to the request from the Gayndah Horse and Pony Club Incorporation as information.

Gayndah Horse & Pony Club Inc.
159 Wigton Road, M/S 322
Gayndah Q 4625
Ph 0417 192 400

Mark Pitt CEO
North Burnett Regional Council
Gayndah Q 4625

Dear Mark

I am writing to seek advice and assistance from the North Burnett Regional Council. The Gayndah Horse & Pony Club has been an enthusiastic, long lasting club situated on the Gayndah Show Society grounds.

We recognise that the current building utilised is not up to the standards we require and would like to either apply for a grant from the Casino to purchase a new building or source financial support from elsewhere.

The club is interested in the possibility of sub leasing a portion of land with dual access to other facilities around the Pony Club end of the grounds. This will assist with ownership of the building and funding applicants for our club. Would you please provide advice around the options available.

The preferred site for the building is an area where two large trees need removing and some landfill as per flood requirements. The building would be approx 4 metres wide and 10 metres long.

It would assist the club if the council would consider removing these trees and supplying and compacting the land fill in-kind.

We would also appreciate if you could possibly waive any fees that would be associated to this project.

Many thanks for considering assisting us in creating a better service to our club and community members.

Kind regards

Lisa Bayntun
Treasurer
Gayndah Horse & Pony Club Inc.
08/11/2013

RECEIVED (Records)
File No: 6/23
12 NOV 2013
By: LES / PASCAL
Doc ID:
Retention Ref: 2016
ACK LETTER

NORTH BURNETT
REGIONAL COUNCIL

Mailing Address: PO Box 390, Gayndah Qld 4625
Street Address: 34-36 Capper Street, Gayndah Qld 4625
Telephone: 1300 696 272
Facsimile: (07) 4161 1425
Email: admin@northburnett.qld.gov.au
Web: northburnett.qld.gov.au
ABN: 23 439 388 197

12 February 2013

Your Reference:
Our Reference: ID: 550514

Ms Lisa Bayntun
Treasurer
Gayndah Horse & Pony Club Inc
159 Wigton Road MS 322
GAYNDAH QLD 4625

Dear Lisa

Re: Sub leasing portion of land contained within Lot 1 on plan G1364, Parish of Gayndah Assessment number 30219

I refer to your letter dated 8 November 2013 and our further discussions last week regarding your interest in subleasing a portion of Lot 1 on plan G 134, Parish of Gayndah being the Gayndah Show Grounds.

Consultation has been made with the Lands Administration Officer, Monto and the Department of Natural Resources & Mines in relation to your request and I am advised that it is possible for you to either sub lease from the Show Society or alternatively Council terminate the lease with the Show Society and allow a new lease to be drawn up between the Show Society and Council and a further trustee lease over the area that your group are wishing to occupy.

The clearest and most transparent option would be for Council to have a new lease drawn up with the Show Society who would then in turn make application for a sub lease over such trustee lease to the Gayndah Horse and Pony Club Incorporated. In so doing, this would allow a shared facility between yourselves and the Show Society by agreement.

The next step I would suggest is for your club to determine exactly what they want to do, have an agreement with the Gayndah Show Society and have a joint discussion with Council to finalise the matter. There will be costs incurred in relation to survey costs; however, once a lease agreement is signed between both parties, this should protect you from any exorbitant increases in lease fees.

Will you please advise Council of your decision in this matter.

Yours faithfully

LD Hotz
Director of Corporate Services
on behalf of MJP Pitt
Chief Executive Officer

Queensland
Government

Department of
Natural Resources and Mines

19th November, 2013.

Mr. Les Hotz,
North Burnettt Regional Council,
P. O.Box 390,
GAYNDAH Q 4625

Dear Les,

Re: Proposed Sublease over lot 1 on Plan G1364, parish of Gayndah

Thank you for your recent query in regard to the possibility of the issuance of a sublease over Trustee Lease No. 707080732 as currently held by Gayndah Show Society Inc. (Show Society), over Lot 1 on Plan G1364 to the Gayndah Horse and Pony Club Inc. In reply I would mention that such matter falls within the ambit of the provisions as contained within the *Land Act 1994* (the Act).

Whilst Section 57A of the Act makes provision which would enable amendment of a trustee lease viz:

(1) A registered trustee lease may, with the Minister's approval, be amended by registering an amendment of the trustee lease.

Such section also specifies certain qualifications in respect to such action as contained in
(3) Also, the document of amendment must not –
(a) increase or decrease the area leased; or
(b) add or remove a party to the lease; or
(c) increase the term of the lease.

Such provisions thus appear to preclude the alteration to an existing trustee lease.

However, under Section 58 of the Act:

(1) A trustee lessee may transfer, mortgage or sublease a trustee lease if the trustee lessee first
obtains –

a) The trustee's written approval to the transaction; and
b) If the trustee does not have a written authority under section 64 – the Minister's written approval to the transaction.

Postal :
DNRM Monto
PO Box 210
Monto
4630 QLD

Telephone : (07) 41 661 350
Fax: (07) 41 661 047

Should the trustee lessees desire to exercise this option (trustee sublease) they may wish to complete the attached application, comprising parts A and B and lodge same, together with relevant application fee of $118.00 by -

Mail to: Department of Natural Resources and Mines,
PO Box 5318,
TOWNSVILLE QLD 4810

or alternatively by Email to: SLAMlodgement@dnrm.qld.gov.au

This application will also need to be accompanied, with the approval by Council as trustees of the reserve for Showground, R.234 (reserve).

As the current trustee lease runs for a little over five years (refer to appendix 1) and, should term of the proposed sub-lease be required to extend past such expiry date (less the one (1) day) perhaps the Show Society, being the current trustee lessee with the concurrence of Council as trustee of the reserve, may prefer to utilize the provisions of Section 58(5) of the Act which states:

> *(5)* All or part of a trustee lease or a sublease of a trustee lease may be surrendered only if each registered mortgagee and registered sublessee of the interest being surrendered has given written agreement to the surrender.

Upon the surrender of existing Trustee Lease No. 707080732 by the Show Society; Council, as trustee of the reserve, could then make application for Ministerial consent to a fresh Trustee Lease in the name of the Show Society which would then enable the Show Society to, in turn, make application for a sublease over such trustee lease to the Gayndah Horse and Pony Club Inc.

Alternatively, upon the surrender of the current trustee lease, Council as trustee may prefer to seek Ministerial Consent to enter into a fresh Trustee Lease over part of the reserve to the Show Society, and a further Trustee Lease over that part of the reserve as desired for usage by the Gayndah Horse and Pony Club Inc.

Should approval be sought for either a trustee lease/s or a sub-lease over only part of the reserve area, the furnishing of a plan which clearly depicts the separate area(s) as desired by each party would be required.

In the making of any application, all matters are treated on their merits and in accordance with the provisions of the Act and the policies in force at the time and the foregoing merely sets out some options for your consideration.

Applications for Ministerial Consent to a Trustee Lease do not attract an application fee however a fee of $118.00 applies to any application for a trustee sublease. Council approval, as trustee of the reserve, would need to be furnished with the application for either Trustee Lease or Trustee Sublease.

The various sections of the Act is attached, together with the application forms and fact sheets covering the different options, which may assist you in the making of a decision as trustees of the reserve.

Should you have any queries please do not hesitate to contact me.

The lodgement of any application forms should be made either by mail or eMail to the address in Townsville as shown above.
Yours faithfully,

Ken Hendren.....
(Ken Hendren) Land Administration Officer, Monto

Appendix 1
As a matter of interest, I note that the area the subject of your enquiry forms part of that area as currently held by Gayndah Show Society Inc under Trustee Lease 707080732 for "Showground purposes" which was commenced as at 1st January, 2003 with an expiry date of 31st December, 2018. Any proposed sublease would thus be limited to a term commencing as at the date of Ministerial Consent and expiring as at the 30th December, 2018 i.e. balance of the held lease term less one (1) day.

[redacted]

COPY

Form 7 Version 3

Land Title Act 1994 and Land Act 1994

QUEENSLAND LAND REGISTRY

LEASE/SUB LEASE

Dealing No

- 8 OCT 2003

File No:

Copy issued to:

Meeting Dated:

Item No:

Info / D

707080732

Assessed $102 (S)

Stamp Duty imprint

Queensland Stamp Duty Paid

13A: RTN: 85

2.2003

$0.00

1. Lessor

COUNCIL OF THE SHIRE OF GAYNDAH

Lodger Name, address & phone number

Boyce & Hunter
Solicitor & Notary Public
Po Box 114. Gayndah Q 4625
07-41612222

Lodger Code

BG9021.

2. Description of Lot	**County**	**Parish**	**Title Reference**
Lot 1 on Crown Plan G1364	Mackenzie	Gayndah	49023006

3. Lessee Given Names

Surname/Company Name and Number (include tenancy if more than one)

GAYNDAH SHOW SOCIETY INC.

4. Interest being leased

State reserved land being Reserve for showground purposes R234 under the control of the Council of the Shire of Gayndah as Trustee

5. Description of premises being leased

The whole of the land

6. Term of Lease

Commencement date: 01/01/2003

*Expiry Date: 31/12/2018

**Options on page

*not required for leases in a retirement village **Insert *nil* if no option

7. Rental/Consideration

Peppercorn rental as stated in attached schedule

8. Grant/Execution

The Lessor leases the premises described in item 5 to the lessee for the term stated in item 6 subject to the covenants and conditions contained in:-

#the attached schedule

~~#the attached schedule and standard terms document no. .....~~

~~#standard terms document no. .....~~

~~*Option in registered Lease no. ..... has not been exercised.~~

#* Delete inapplicable words

Witnessing Officer	Execution Date	Lessor's Signature
.....signature	15/7/03	..... Mayor
DAEL LILLIAN GIDDINS full name		..... Chief Executive Officer
C.Dec qualification		

as per schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

COMMISSIONER FOR DECLARATIONS DEPT OF JUSTICE & ATTORNEY-GENERAL

9. Acceptance

The lessee accepts the lease and acknowledges the amount paid or other considerations for the lease.

Witnessing Officer	Execution Date	Lessee's Signature
.....signature	15/7/03	..... President
DAEL LILLIAN GIDDINS full name		..... Secretary
C.DEC qualification		

as per schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

COMMISSIONER FOR DECLARATIONS QUEENSLAND GOVERNMENT Reg. No.: 48775 DEPT OF JUSTICE & ATTORNEY-GENERAL

GAYNDAH SHOW SOCIETY INC.

#13137

COPY

FORM 20 Version 1
Land Title Act 1994 and Land Act 1994

QUEENSLAND LAND REGISTRY

SCHEDULE/ENLARGED PANEL/ ADDITIONAL PAGE/DECLARATION

LEASE
IN TERMS OF SECTION 57 OF THE LAND ACT OF 1994

THIS INDENTURE made and entered into this 15th day of July 2003 BETWEEN GAYNDAH SHIRE COUNCIL, a local government duly constituted under the provision of the "Local Government Act 1993" (the Trustee hereinafter with its successors and assigns called "the Council") of the One Part and GAYNDAH SHOW SOCIETY INC. (hereinafter with its successors and permitted assigns called the "Lessee") of the Other Part

WHEREAS by an Order-in Council bearing date 27th day of May 1965 and published in the Queensland Government Gazette on the 29th day of May 1965 at page 661 land was reserved and set apart as a Reserve for showground purposes (r234) under the control and management of the Council as Trustee.

AND WHEREAS the Council has agreed with the Lessee for a Lease of the said Reserve described in Item 2 on Form 7 hereto upon the terms hereinafter expressed subject to the right of the Governor-in-Council to rescind or amend the said Order–in-Council and to terminate the appointment of the Council as Trustee.

AND WHEREAS the consent in writing of the Minister for Natural Resources has been obtained for this Lease.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement and in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the said Council doth hereby demise unto the Lessee its successors and permitted assigns those parts of the said reserve described in Item 2 on Form 7 hereto and as cross hachured in black on the sketch plan attached as Schedule "A" hereto (which land is hereinafter called "the demised premises").

TO HOLD the demised premise unto the Lessee its successors and permitted assigns for the term of 15 years from the 1st day of January 2003 with under and subject to the terms, conditions, provisions, exceptions, reservations, provisos, penalties and forfeiture contained in or prescribed by "The Land Act of 1994" and/or "The Local Government Act of 1993" and any amendments thereto or any regulation made or which may hereafter be made thereafter or any statute which may be made in substitution thereof.

THE LESSEE YIELDING AND PAYING THEREFORE the rental as hereinafter provided AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

PART 1
DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Lease, unless the contrary intention appears, the following terms shall have the meanings respectively assigned to them, that is to say:

"Date of Commencement" or "Commencement Date" – means the date of commencement of this Lease herein specified.

"Demised Premises" – means the land described in Schedule "A" hereto; and further identified in the sketch annexed as Schedule "B" hereto. The term includes all fittings, fixtures and chattels of Council from time to time installed in the demised premises. The term also means, where the context so permits, any part or component of the foregoing.

"Improvements" – means the buildings, fittings and fixtures (including modifications, extensions and alterations thereto which might occur during the currency of the lease or any extension thereof) of the lessee. The term also means, where the context so permits, any part or component of the foregoing.

"Land" – means the land described in Schedule "A" hereto and further identified in the sketch annexed as Schedule "B" hereto and, where the context so permits, any part thereof.

"Lease" – means this Lease comprising this document and each Enlarged Panel annexure Appendix and Schedule attached to or referred to in this document or any of the parts of this Lease or intended to form part of this Lease.

"Lessee" – means the person named as Lessee including in the case of a corporation the successors in title and permitted assigns of that corporation and in the case of a natural person the heirs, executors, administrators and permitted assigns of that person and including in either case, the servants, contractors, agents, invitees, licensees and employees of the Lessee.

"Council" – means the Gayndah Shire Council including the successors in title and assigns of that Council and including the servants, agents, invitees, licensees and employees of that Council.

"Statute" – includes Act, Proclamation, Order-in-Council, Regulation, Rule, By-law, Ordinance and a Notice or Order pursuant thereto.

"Term" – means the terms of this Lease herein specified.

1.2 INTERPRETATION

In this Lease, unless the contrary intention appears:

(a) Every word of the masculine gender shall be construed as including the feminine and neutral genders and conversely.

(b) Every word in the singular number shall be construed as including the plural number and every word in the plural number shall be construed as including the singular number.

(c) Every word of any gender and whether singular or plural in number shall be construed as including a Body Corporate as well as an individual.

(d) Derivatives of any term to which a meaning is assigned by this Lease shall have a corresponding meaning.

(e) The index and headings to sections and clauses shall be for convenience and will not form part of the means of interpretation of the terms hereof.

(f) Where reference is made in the Lease to a Body Corporate or unincorporated association including a statutory corporation but excluding always Council or the Lessee and if that Body Corporate or unincorporated association ceases to exist or is reconstituted, renamed or replaced or the powers or functions thereof are transferred to another Body Corporate or unincorporated association then the reference shall be deemed to include a reference to the Body Corporate or unincorporated association as reconstituted, renamed or replaced or to which the powers or functions are transferred or to the successor thereof.

(g) The respective covenants and obligations of Council and the Lessee whether positive or negative shall each be construed as separate and independent covenant or obligation made by the one in favour of the other and continuing throughout the term and thereafter so long as the covenant or obligation remains to be performed.

(h) If a provision of this Lease or the application thereof to a particular person or circumstance is or becomes unlawful or unenforceable the remaining provisions of this Lease shall not be affected thereby to the intent that each provision of this Lease is to be enforceable to the fullest extent permitted by law.

(i) Each covenant, indemnity or agreement in this Lease made by two or more persons shall be construed as being made jointly and severally by each of those persons.

(j) Where in this Lease the Lessee covenants not to do something and if the context permits the Lessee shall by virtue of that covenant also be deemed to covenant not to attempt to do that thing nor to permit not to suffer nor to procure that thing to be done.

(k) In this Lease a reference to or citation of a Statute shall be deemed to include a reference to or citation of all enactments amending or consolidating the Statute so referred to or cited and to all enactments amending or consolidating such amending or consolidating enactments or any of them, and to enactments (if any) substituted for the statute so referred to or cited or for those amending enactments.

PART 2
IMPLIED COVENANTS AND POWERS

2.1 IMPLIED COVENANTS AND POWERS

The covenants and powers implied in this Lease by law whether by statute or otherwise are intended to apply to this Lease but, where those covenants and powers are inconsistent with the provisions of this lease and, where permitted, those

covenants and powers shall be deemed to be modified to the extent of the inconsistency.

PART 3
RENT AND OTHER PAYMENTS

3.1 RENT

The annual rent payable by the Lessee shall be one peppercorn per year.

3.2 SERVICES

The Lessee shall pay all accounts for the supply of electricity, telephone and other services to or from the demised premises and any improvements thereon by the due date.

PART 4
USE OF THE DEMISED PREMISES AND ASSIGNMENTS

4.1 PERMITTED USE

The Lessee shall not use the demised premises or any improvements for any purpose other than for showground purposes and for such other purpose as the Council may from time to time approve in writing, such approval by the Council not to be unreasonably withheld. The Lessee shall only use the demised premises and any improvements in accordance with the lawful requirements from time to time or relevant statutes and of the competent authorities.

4.2 NUISANCE ETC

The Lessee shall not conduct any noxious, immoral, noisome, offensive or illegal art, trade, business, occupation or calling in or upon the demised premises and shall not do anything whatsoever in or upon or near the demised premises which shall or may cause annoyance, nuisance, grievance, damage or disturbance to any person.

4.3 RESERVATIONS

4.3.1 Council for itself and for each person claiming through or authorised by it reserves the right to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through or adjoining the demised premises or a part thereof and to pass and run water, air, electricity, sewage, drainage, gas and other services through those pipes, ducts, conduits and wires and to enter upon the demised premises for this purpose.

4.3.2 Council shall not interfere with the Lessee's use and occupation of the demised premises more than is, in the opinion of Council, reasonably necessary in the exercise of a right under this clause. The Council has the right to intervene on behalf of other users of the demised premises.

4.4 CHARGE OR ASSIGNMENT

The Lessee shall not mortgage or charge or otherwise encumber the demised premises or any improvements or its right title, estate or interest under this Lease or a part thereof without the prior written consent of Council and the Minister for Natural Resources. The Lessee shall not assign, transfer, demise, sublet, part with or share the possession of, grant a licence affecting or otherwise deal with the Lessee's interest in the demised premises or any improvements without the prior written consent of Council and the Minister for Natural Resources. The consent under this clause shall not be unreasonably withheld where:-

(a) the Lessee gives to Council and the Minister for Natural Resources not less than one (1) month prior notice in writing of the desire of the Lessee to deal with the demised premises or any improvements in the manner aforesaid; and

(b) the Lessee has not at the time of giving the notice referred to in subclause (i) of this clause or subsequently committed a default under this Lease which has not been waived or excused by Council or remedied in full by the Lessee; and

(c) In the case of a proposed assignment, transfer, demise, sub-leasing or grant of licence, the Lessee proposes to assign, transfer, demise, sublet or grant a licence to a person who:-

(i) proves to the satisfaction of the Council that he is a respectable, responsible and solvent person capable to adequately carrying on the business permitted under this Lease to be carried on in the demised premises; and who

(ii) enters into a covenant with Council in the form required by Council that he shall duly perform and observe the covenants and agreements on the Lessee's part herein contained and containing a provision similar to clause 11.10; and who

(iii) if required by Council, delivers to Council a guarantee of that person's obligation pursuant to this Lease to be given by whom Council may require and to contain those provisions which Council may require; and

(d) in the case of an assignment, transfer, demise, sub-letting or granting of a licence the lessee and Council enter into a Deed under which each releases the other from all claims against the other in respect of, or in any way arising from, this lease.

PART 5
MAINTENANCE, REPAIR AND ALTERATIONS

5.1 TO KEEP IN REPAIR

The Lessee shall at its own cost and expense keep and maintain the lands, improvements and buildings erected thereon in good tenantable repair and condition as at the date of commencement fair wear and tear, damage by fire, flood, storm, tempest, explosion, riot, civil commotion, war or otherwise by inevitable accident or act of God and without any neglect or default on the part of the Lessee alone excepted provided always that the exception respect of fair wear and tear shall apply only if the Lessee shall have taken all reasonable measures and precautions to ensure that any damage, defect or dilapidation which at any time shall be occasioned by fair wear and tear shall not give rise to or cause or contribute to any damage to the lands.

5.2 TO PAINT

In addition to the provisions of clauses 5.1 and 11.6, the Lessee shall from time to time as necessary or reasonably required by Council paint, repaint or otherwise appropriately treat externally any improvements upon the demised premises.

5.3 TO KEEP CLEAN

The Lessee shall keep the demised premises and any improvements thereon clean and free from dirt and rubbish and, in particular, the Lessee shall store and keep all refuse and garbage in proper receptacles and shall remove all refuse and garbage from the demised premises and any improvements thereon regularly.

5.4 BROKEN GLASS ETC

The Lessee shall repair and replace all broken glass including exterior windows with glass of the same or similar quality and all damaged or broken heating, lighting, electrical equipment, plumbing installed upon the demised premises or any improvements upon the demise premises erected, constructed, made or owned by the Lessee immediately except where the damage or breakage is due to the negligence of Council.

5.5 ALTERATIONS

During the term of the Lease the Lessee may make improvements upon the demised premises but the Lessee shall not make any improvements upon the demised premises or an addition or alteration to any improvements upon the demised premises without the prior written consent of the Council, which consent shall not be unreasonable withheld, and shall observe and comply with all requirements of Council's relevant statutes and public authorities in carrying out any approved alterations or additions. When applying for Council's approval to alter or add to improvements upon the demised premises, the Lessee shall submit with the application drawings and specifications in respect of the proposed works prepared by a qualified consultant approved by Council. The approved work shall only be carried out by a contractor or qualified tradesman approved by Council and, if required by Council, the Lessees shall on completion of the approved works hand the Council a certificate by a consultant approved by Council to the effect that those works have been carried out in

accordance with the approved drawings and specifications and in accordance with the requirements of all the relevant statutes and public authorities.

5.6 COUNCIL MAY INSPECT

Council may at all reasonable times (and at any time in case of emergency) enter upon the demised premises and any improvements and view the state of repair thereof, and make such reasonable investigations as Council may deem necessary for the purpose of ascertaining whether or not there has been any breach of the covenants and conditions contained or implied in this Lease. Council may serve upon the Lessee a notice in writing requiring the Lessee to repair or rectify any defect for the repair or rectification of which the Lessee may be responsible hereunder in accordance with any covenant or condition contained or implied in this Lease. In default of the Lessee repairing or rectifying any defect within a reasonable time from the date of Council's notice, Council may enter upon the demised premises and any improvements with workmen and others and all necessary materials and execute at all times all or any of the required repairs or rectifications as Council shall deem fit. In addition to Council's other remedies Council may recover from the Lessee the cost of the required repairs or rectifications which the Lessee ought to have effected, including all sums paid on account of any insurance, indemnities or compensation under the Workers' Compensation Act or otherwise with respect thereto. The amount of such cost shall be recoverable from the Lessee in the same manner as rent in arrears.

5.7 ENTRY FOR WORKS

Council may upon reasonable notice (except in an emergency when no notice shall be required) carry out works or make repairs, alterations or additions to and enter upon the demised premises with workmen and others and all necessary materials and to use the demised premises for the purposes of effecting or carrying out repairs, alterations or other work which Council may consider necessary or desirable to the demised premises from time to time. In exercising these rights, Council shall not interfere with the Lessee's use and occupation of the demised premises more than is, the opinion of Council, reasonably necessary.

5.8 PROTECTION OF FLORA

The Lessee shall not cut down, fall or destroy any trees or shrubs now standing or growing or hereinafter during the term hereby reserved to grow or stand on the demised premises without the written consent of Council first had or obtained NOR injure, top, lop or prune except when and where necessary for the effecting of or maintenance of improvements of any trees, shrubs or other lands or foliage of any nature whatsoever (other than grass and noxious weeds) now standing or growing or hereinafter during the term hereby reserved to grow or stand on the demised premises.

PART 6
GENERAL LESSEE'S COVENANTS

6.1 REQUIREMENTS OF PUBLIC AUTHORITIES

The Lessee shall comply immediately with every statute affecting or relating to the demised premises and any improvements thereon or the use thereof, and with all requirements of notices, from or requests of any authority having jurisdiction or authority in respect of the demised premises and improvements thereon.

6.2 USE OF LAVATORIES ETC

The Lessee shall not use lavatories, sinks and drainage and other plumbing facilities in the demised premises or any improvements upon the demised premises or any other building on the land for a purpose other than that for which they were constructed or provided and shall not deposit sweepings, rubbish or other matter therein. The Lessee shall make good forthwith all damage (if any) caused by misuse thereof.

6.3 PEST CONTROL

The Lessee shall take all reasonable precautions to keep any improvements upon the demised premises free of rodents, vermin, insects, pests, birds and animals. If required by council, the Lessee shall fumigate any improvements upon the demised premises at the cost of the Lessee and for that purpose employ pest exterminators approved by Council.

6.4 INTERFERENCE WITH SERVICES

The Lessee shall not interfere with Council's fixtures, fittings and chattels contained in the demised premises or any other building on the land except to the extent and in the manner authorised in the Lease.

6.5 SIGNS

(a) The Lessee shall not exhibit an advertisement sign nameplate or notice upon the land without the prior written consent of the Council.

(b) If the Lessee seeks the consent of the Council to exhibit pursuant to this clause, the Council may refuse the consent or grant the consent subject to conditions.

(c) On the expiration or sooner determination of the term the Lessee shall remove each advertisement sign nameplate and notice it have exhibited upon the land and make good all damage that may be caused in the removal and restore any finish affected by the exhibition or removal to the condition prevailing prior to the exhibition.

6.6 SALE OF LIQUOR

The Lessee shall not store, supply or sell liquor upon the demised premises without the consent of the Council first had and obtained or without first obtaining all necessary Queensland Licensing Commission permits. If alcohol is sold it must be in containers other than glass.

PART 7
ELECTRICAL INSTALLATIONS

7.1 ELECTRICAL INSTALLATIONS

The Lessee shall not install or connect electrical equipment on the demised premises or any improvements that overloads or may overload the cable of switchboards through which electricity is conveyed to the demised premises.

PART 8
INSURANCE

8.1 NATURE OF INSURANCE

The Lessee shall take out immediately and keep in force at all times during the term Public Risk insurance relating to the demised premises or any improvements for an amount of not less than TEN MILLION DOLLARS ($10,000,000.00) or such other minimum amount that Council may from time to time reasonably nominate for any one event and including indemnity in respect of all claims, demands and actions in respect of injury, loss or damage to any person or property however sustained arising out of the use of occupation of the demised premises or any improvements at any time during the term and in respect of all risks of an insurable nature in respect of which the Lessee is obligation to indemnify Council, the Minister for Natural Resources and the Crown in right of the State of Queensland under this Lease.

~~(b) The Lessee will use its best endeavours (including the payment of any additional reasonable premium) to ensure that each policy is to be endorsed to the intent that the insurer under such policy waives the insurer's right to avoid the policy or any liability of the insurer under the policy on account of or by reason of any unintentional non-disclosure or any inaccurate disclosure in the proposal relating to that policy, and in the event of the Lessee being unable to obtain such endorsement it shall promptly notify Council accordingly.~~

"DELETE"

8.3 INSURANCE NOT TO BE AVOIDED

The Lessee shall not do or omit to do anything upon the demised premises or any improvements or elsewhere upon the land or bring to keep anything therein whereby any insurance relating to the land whether effected by the Lessee or Council may be rendered void or voidable or whereby the rate of premium on that insurance may be liable to be increased. If Council approves a proposal of the Lessee to increase an insured risk the Lessee shall pay all additional premiums of insurance (if any) required on account of the additional risk.

PART 9
INDEMNITIES

9.1 INDEMNITIES

(a) The Lessee agrees to occupy and use the demise premises and any improvements at the risk of the Lessee and hereby releases Council, the Minister ~~for~~ of Natural Resources and the Crown in right of the State of Queensland to the full extent permitted by law from all claims and demands of every kind resulting from accident, damage, death or injury to person or property occurring thereon except to the extent that this is caused by negligence on the part of Council.

(b) The Lessee shall take and be subject to the same responsibilities in regard to damage or injury to persons and property and otherwise to which the Lessee would be subject if during the term the Lessee were the owner of the freehold of the demised premises.

(c) Without prejudice to the generality of the foregoing provisions (and except to the extent that Council is granted indemnity under a policy of insurance effected by the Lessee under this Lease) the Lessee hereby irrevocably indemnifies Council from and against every action, claim, demand, notice, loss, damage, costs and expense for which Council shall or may become liable in respect of or arising from all or any of the following:-

(i) loss or damage to property, or death or injury of whatsoever nature or kind and howsoever or wherever sustained, caused or contributed to by the use or occupation of the demised premises and any improvements and not caused by the negligence of Council.

(ii) An act, neglect, default or omission by the Lessee or any trespasser on the demised premises or any improvements;

(iii) A notice, claim or demand requiring the Lessee to do anything under this Lease or in respect of the demised premises or any improvements to the extent that Council is not obliged under the provisions of this Lease to do that thing or to pay for or contribute to the cost of that thing.

(d) Without limiting the generality of sub-clauses (a), (b) and (c) the Lessee hereby irrevocably indemnifies Council from and against every action, claim, demand, notice, loss, damage, cost and expense for which Council shall or may be or become liable in respect of or arising from;-

(j) the overflow or leakage of water (including rain water) and other fluids in, into or from the demise premises or any improvements not caused by the negligence of Council;

(ii) damage to property, loss of life or injury to persons which may be suffered or sustained by the Lessee in or upon the land whether in the occupation or control of Council or of the Lessee or of any other person except to the extent that this is caused by the negligence of Council.

(iii) A breach of a covenant or provision on the part of the Lessee expressed or implied in this Lease.

PART 10
QUIET ENJOYMENT, REMOVAL OF LESSEE'S FIXTURES AND HOLDING OVER

10.1 QUIET ENJOYMENT

The Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants, obligations and provisions in this Lease on the part of the Lessee to be observed and performed shall and may peaceably possess and enjoy the demised premises during the term without interruption or disturbance (except where interruption or disturbance is permitted by this lease) from Council or another person lawfully claiming by from or under Council.

10.2 REMOVAL OF LESSEE'S FIXTURES

The lessee may at or prior to the determination of this Lease (and shall if so required by Council at or immediately following the expiration or sooner determination of the term) take, remove and carry away from the demised premises all fixtures, fittings, plant, equipment or other articles upon the demised premises in the nature of tenants' fixtures brought upon the demised premises by the Lessee. The Lessee shall not damage the demised premises in removing tenants' fixtures without the prior written approval of Council and shall make good all damage caused. But the Lessee may not remove any improvement made by it during the Lease without the consent of Council in writing and Council may impose such conditions as it considers reasonable for the

rectification and restoration of the reserve upon the removal of any such improvements.

10.3 LESSEE'S FIXTURES NOT REMOVED

If the Lessee does not remove and carry away all its improvements, plant, equipment and other articles or items at or immediately following the determination of this Lease (or within any further time that Council may allow), the interest of the Lessee in those improvements, plant, equipment and other articles or items not removed by the Lessee shall be deemed to have been abandoned by the Lessee who shall have no further claim thereto and shall be and be deemed to have become to the property of Council and Council may leave the same upon the demised premises or at the expense of the Lessee remove and dispose of the same. The Lessee hereby releases Council and its contractors from all claims and demands of every kind resulting from loss or damage in connection with such removal or sale even where caused by the negligence on the part of Council or its contractors and the Lessee hereby irrevocably indemnifies Council against every action, claim, demand, notice, loss, damage, costs and expense incurred by council in connection therewith or which the Lessee may incur in consequence thereof.

10.4 HOLDING OVER

delete

~~The Lessee may, but only with the prior approval in writing of the Council, such approval being sought by the Lessee not less than ninety (90) days prior to the expiration of the term, continue to occupy the demised premises beyond the expiration of the term and shall do so under this lease on and subject to the covenants, terms, conditions and provisions hereof as a monthly tenant only at a monthly rental equivalent to the total annual rental current immediately prior to the expiration of the term divided by twelve (12) payable monthly in advance. The tenancy so created shall be determinable by either Council or Lessee giving not less than one (1) month's notice in writing to the other expiring on any day of the month.~~

10.5 OWNERSHIP OF BUILDINGS ETC

All buildings or improvements brought upon the demised premises by the Lessee shall become the property of the Council and title thereto shall pass to the Council.

PART 11
TERMINATION

11.1 TERMINATION ON DAMAGE

If the whole or a part of the land or the demised premises or any improvements is destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause so as to render the land, demised premises or any improvements substantially unfit for the use and occupation of the Lessee, or to render the use, rebuilding or reconstruction of the demised premises or any improvements in its previous form impracticable or undesirable in the opinion of Council then:

(a) this Lease may be terminated without compensation by either Council or the Lessee by notice in writing to the other;

(b) a termination under Clause 11.1 (a) shall be without prejudice to the right of Council or the Lessee in respect of any antecedent breach matter or thing.

(c) nothing contained or implied in this Lease shall be deemed to impose any obligation upon Council to rebuild or reinstate the land, the demised premises or any improvements or make the land, the demised premises or any improvements fit for use and occupation.

11.2 TERMINATION BY GOVERNOR-IN-COUNCIL

It is hereby expressly agreed that this Lease is made upon the express condition that should the Governor-in-Council at any time see fit to rescind the Order-in-Council hereinbefore mentioned or revoke the reserve, then this Lease shall cease the determine without any further notice on the part of the Council and without the Lessee being entitled to any compensation in respect to the determination.

11.3 RE-ENTRY OR SURRENDER

If:-

(a) rent or other money payable by the Lessee under this Lease remains unpaid for fourteen (14) days after the due date (whether or not a formal demand for payment has been made); or

(b) the Lessee fails to perform or observe any one or more of the covenants or provisions on the part of the Lessee expressed or implied in this Lease unless the non-performance or non-observance has been waived or excused by Council in writing: or

(c) an event occurs entitling the holder or proprietor of any charge over the whole or part of the assets and undertaking of the Lessee to require immediately repayment of moneys thereby secured; or

(d) the Lessee is a corporation, and if an order is made or a resolution is effectively passed for the winding up of the Lessee (other than for the purposes of amalgamation or reconstruction) or the Lessee ceases or threatens to cease to carry on business goes into liquidation or makes an assignment for the benefit of or enters into and arrangements or composition with its creditors or is unable to pay its debts within the meaning of the Corporations Law.

THEN Council may at any time thereafter but without prejudice to any claim which Council may have against the Lessee in respect of any breach of the covenants and provisions in this Lease on the part of the Lessee to be observed or performed re-enter into and repossess and enjoy the demised premises as of its former estate (anything herein contained to the contrary notwithstanding) and thereupon this Lease shall absolutely determine, or call for an immediate surrender of the lessee's estate and

interest under this Lease and upon such surrender Council shall be freed and discharged from every action, suit, claim or demand by or obligation to the Lessee under or by virtue of this Lease, or determine this Lease by one day's notice to quit expiring at any time provided that upon any such re-entry or determination the Lessee shall be allowed a reasonable time to remove his improvements, plant, equipment and other articles or items subject to the Lessee firstly paying to Council such damages and other monies (including legal costs and disbursements) as Council shall be entitled to recover as a result of any event or events referred to in clause 11.3(a) or 11.3(e) hereof.

11.4 ACCEPTANCE OF RENT

Demand or acceptance of rent by Council after default by the Lessee under this Lease or the Licence shall be without prejudice to the exercise by Council of the powers conferred upon it by clause 11.3 and every other right, power or privilege of Council under this Lease and shall not operate as an election by Council either to exercise or not to exercise any of the rights powers or privileges of Council under this Lease.

11.5 COUNCIL MAY REMEDY

If the Lessee omits or neglects to pay money or to do or effect a thing which the Lessee has in this Lease covenanted to pay, do, or effect then Council may pay the money or do or effect the thing by itself without prejudice to any rights or powers arising from the default and as if Council were the Lessee and for that purpose Council may enter upon the demised premises and any improvements and there remain for the purpose of doing or effecting the thing. Without prejudice to the rights, powers and remedies of Council otherwise under this Lease, the Lessee will pay to Council interest at the rate of three (3) percent per annum greater than;

(a) the annual rate of interest charged form time to time for the relevant period by the Commonwealth Bank of Australia for its general commercial prime rate of interest; or

(b) should the rate referred to in subclause (a) cease to exist or not be ascertainable the maximum rate from time to time for the relevant period payable under a money judgment issued in the Supreme Court of Queensland.

on any moneys due but unpaid for fourteen (14) days by the Lessee to Council on any amount whatsoever pursuant to the Lease, such interest to be computed from the due date for the payment of the money in respect of which the interest is chargeable until receipt by Council of the moneys and interest in full and to be recoverable in like manner as rent in arrears. This provision relating to interest shall not merge on termination of this Lease or any judgment thereon.

11.6 YIELDING-UP

Subject to clauses 10.2, 10.3, 10.5 and 11.3 the Lessee shall forthwith upon the expiration of the term or sooner determination of this Lease peaceably surrender and yield up to Council the demised premises clean and free from rubbish and in good and

substantial repair and condition (having regard to the age of what is being surrendered or yielded up) in all respects and as nearly as possible in the same condition as at the commencement of the term reasonable wear and tear excepted or, in the event of a party thereof having been replaced or renewal during the term, as nearly as possible in the same condition as at the date of the replacement or renewed having regard to the age thereof reasonable wear and tear only excepted.

11.7 ESSENTIAL TERMS

It is expressly agreed and declared by the Lessee that the following subclauses (a) to (d) inclusive are each an essential term of this Lease:

(a) the obligation to pay any rent due under this Lease within fourteen (14) days of the due date and whether or not Council has made demand for payment.

(b) The obligation to pay any other amount of money due and payable by the Lessee to Council pursuant to this Lease within fourteen (14) days of written notice by Council requesting or demanding that such amount of money be paid.

(c) The obligation to comply with the covenants contained in Part 8 relating to effecting insurances and invalidation of insurance policy, or Clause 5.1 relating to replacement, repair and maintenance of the demised premises and any improvements, within fourteen (14) days after the service of a notice on the Lessee by Council requiring the Lessee to do so, or within the said period of fourteen (14) days undertake in writing to Council to comply therewith and substantially to commence to remedy the breach within one (1) month of Council's notice and thereafter use its best endeavours to remedy the breach as soon as possible.

(d) The covenants contained in Clause 4.4 of this Lease relating to assignment, subletting or other dealing with the demised premises and any improvements.

11.8 DAMAGES DUE TO BREACH OF AN ESSENTIAL TERM

If Council elects to terminate this Lease by reason of a breach of an essential term of this Lease then (without prejudice to any other claim which Council may have against the Lessee by reason of such breach) the Lessee shall pay Council's legal costs and disbursements in connection with such default and determination.

11.9 LESSEE VACATING

In the event the Lessee vacates the demised premises during the term and the Lessee ceases to pay the rent and other amounts payable pursuant to this Lease then in the absence of a written notice by Council accepting the surrender of the Lessee's interest hereunder or a formal notice of forfeiture or re-entry being served on the Lessee by Council, neither acceptance of the keys nor entry into the demised premises by Council or by another person on Council's behalf for the purpose of inspection or for the purpose of showing the demised premises to prospective lessees or licensees nor

the advertising of the demised premises for re-letting shall constitute a re-entry or forfeiture or waiver of Council's rights to recover in full all rent and other amounts from time to time payable by the Lessee pursuant to this Lease. This Lease shall be deemed to continue in full force and effect until the date from which a new lessee actually commences to occupy the demised premises or date of expiration of this Lease whichever shall first occur and until that date an entry by Council shall be deemed an entry by the leave and licence of the Lessee. Upon the date when a new lessee commences to occupy the demised premises Council shall be deemed to have re-entered the demised premises.

11.10 POWER OF ATTORNEY

The Lessee hereby irrevocably nominates, constitutes and appoints Council and the Mayor and the Chief Executive Officer of the said Council for the time being or in the event of their absence or the absence of either of them from Gayndah or incapacity through illness the Deputy Mayor and Deputy Chief Executive Officer or any two Councillors for the time being jointly and severally to be the true and lawful attorney or attorneys of the Lessee to act at any time after the power to re-enter herein contained shall have become exercisable or shall have been exercised (sufficient proof whereof shall be the statutory declaration to that effect of any officer of Council authorised by this clause to act on behalf of the Lessee) to execute, stamp and register a transfer or a surrender of this Lease or a withdrawal of a caveat (if any) lodged by the Lessee in respect of this Lease and for these purposes to use the name of the Lessee and generally to do, execute and perform all acts, deeds matters or things relative to this Lease and as fully and effectually as the Lessee could do in the circumstances. The Lessee hereby covenants to ratify and confirm all and whatsoever the said attorney or attorneys shall lawfully do or cause to be done pursuant to this clause.

PART 12
GENERAL

12.1 EXCLUSION OF WARRANTIES

The Lessee acknowledges and declares that otherwise than is expressly contained in this Lease or the Licence no promise, representation, warranty or undertaking has been given by or on behalf of Council in respect to the suitability of the demised premises for any use or for any business to be carried on therein.

12.2 WHOLE AGREEMENT

The covenants and provisions contained in this Lease and the Licence expressly or by statutory implication cover and comprise the whole of the agreement between Council and the Lessee and it is expressly agreed and declared that no further or other covenants or provisions where in respect of the demised premises or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of a promise, representation, warranty or undertaking given or made by either Council or the Lessee to the other on or prior to the execution

hereof and the existence of a collateral or other agreement express or implied is hereby negatived.

12.3 WAIVER

The failure of Council to take advantage of any default or breach of the provisions of this Lease either express or implied shall not be or be construed as a waiver of that default or breach or stop the Council from taking any action in respect of that breach. No waiver by Council of one breach by the Lessee of a covenant, obligation or provision on its part contained or implied in this lease shall operate as a waiver of another breach of that or of another covenant, obligation or provision contained or implied in this Lease.

12.4 NOT TO CAUSE RENT REDUCTIONS

The Lessee shall not without the written consent of Council by any act matter or deed or by any failure or omission impair, reduce or diminish directly or indirectly the rent hereby reserved or impose or cause to be imposed on Council a liability of the Lessee under or by virtue of this Lease even though entitled so to do whether by statute or moratorium (present or future) or otherwise.

12.5 COST OF LEASE, ETC

The Council shall pay all costs associated with the drawing up of this Lease.

12.6 NOTICE TO LESSEE AND COUNCIL

(a) Notice to Lessee: A demand, requisition, consent election or notice to be given to Council to the Lessee under this Lease may, in addition to each other lawful means of service, be left for the Lessee or alternatively may be forwarded to the Lessee by prepaid security post addressed to the Lessee at the place of business of the Lessee in the State of Queensland last known to Council where the Lessee is an individual the place of residence of the Lessee last known to Council or where the Lessee is a corporation at the registered or principal office or principal place of business of the lessee in the State of Queensland.

(b) Notice of Council: A demand, requisition, consent, election or notice to be given by the Lessee to Council under this Lease may, in addition to each other lawful means of service, be left for Council or alternatively may be forwarded to Council by prepaid security post addressed to the Chief Executive Officer, 34 Capper Street, Gayndah in the State of Queensland or at such address as may from time to time be substituted therefor as the principal place of business of the Council.

(c) A demand, requisition, consent, election or notice forwarded by prepaid security post in accordance with sub-clauses (a) and (b) of this clause shall be deemed to have been received by the Lessee or Council, as the case may be, on the third working day after the date of posting.

12.7 NOTICES

A demand, requisition, consent, election or notice under this Lease shall being writing and if given by Council may be signed by Council or on its behalf by the Solicitors of Council or by the Mayor, Chief Executive Officer or other authorised officers for the time being of Council.

12.8 NON-MERGER

None of the terms or conditions of this Lease nor an act, matter or thing done under or by virtue of or in connection with this Lease or another agreement between the parties shall operate as a merger or any of the rights and remedies of the parties in or under this Lease or in or under that other agreement unless expressly so stated in writing and for valuable consideration.

12.9 SERVICE FAILURE

Council shall not be under any liability for loss, injury or damage sustained by the Lessee or any other person at any time as a result of or arising in any way out of the failure of the electricity or water supply or other services or facilities (if any) enjoyed by the Lessee in conjunction with the demised premises or any improvements.

12.10 MORATORIUM

Unless application is mandatory by law no statute or present or future moratorium shall apply to this Lease so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect the rights, powers, remedies or discretions given or accruing to Council. To the extent permissible at law the Lessee shall forthwith upon demand pay to Council by way of additional rent an amount equivalent to the moneys paid by Council (if any) in respect of a liability directly or indirectly imposed on Council under or by virtue of a statute or moratorium present or future.

12.11 CONSENTS

In any case where pursuant to this Lease the doing or execution of an act, matter or thing by the Lessee is dependent upon the consent or approval of Council that consent or approval may be given conditionally or unconditionally or withheld by Council in its absolute uncontrolled discretion unless otherwise herein provided.

12.12 CERTIFICATES

A certificate by Council shall be prima facie evidence for the facts certified to herein.

12.13 FLOOD DAMAGE

The Lessee agrees that the Council shall not be held responsible for any damage to the structure, building or goods stored inside and outside the building or any other

damage whatsoever to the demised premises or to any other improvement therein resulting from flooding of the premises.

PART 13
HEADLEASE AND OTHER INTERESTS

13.1 LESSEE NOT TO PREJUDICE SUPERIOR ESTATE

The Lessee shall not do anything which might prejudice or give ground for the determination of the estate or interest of Council in the demised premises.

13.2 NO INTERRUPTION TO RESERVED USE

Notwithstanding anything to the contrary herein contained the Lessee shall hold the demised premises at all time during the term hereby reserved upon condition that the same may be used as a Reserve for showgrounds without undue interruption or obstruction.

PART 14
DEED

14.1 COUNCIL

This Lease is expressed by Council in signing this Lease to be executed by Council as a Deed and to be sealed by Council.

14.2 LESSEE

This Lease is expressed by the Lessee in accepting this Lease to be executed by the Lessee as a Deed and to be sealed by the Lessee.

PART 15
RENEWAL

15.1 At the expiration of this Lease should the Lessee not be in breach of any of the terms hereof and subject to the Lessee applying for all appropriate consents from relevant authorities which consent will not be arbitrarily withheld the Lessee can apply to extend this Lease for a further term of 15 years at rental then to be determined.

SCHEDULE/ENLARGED PANEL/
ADDITIONAL PAGE/DECLARATION

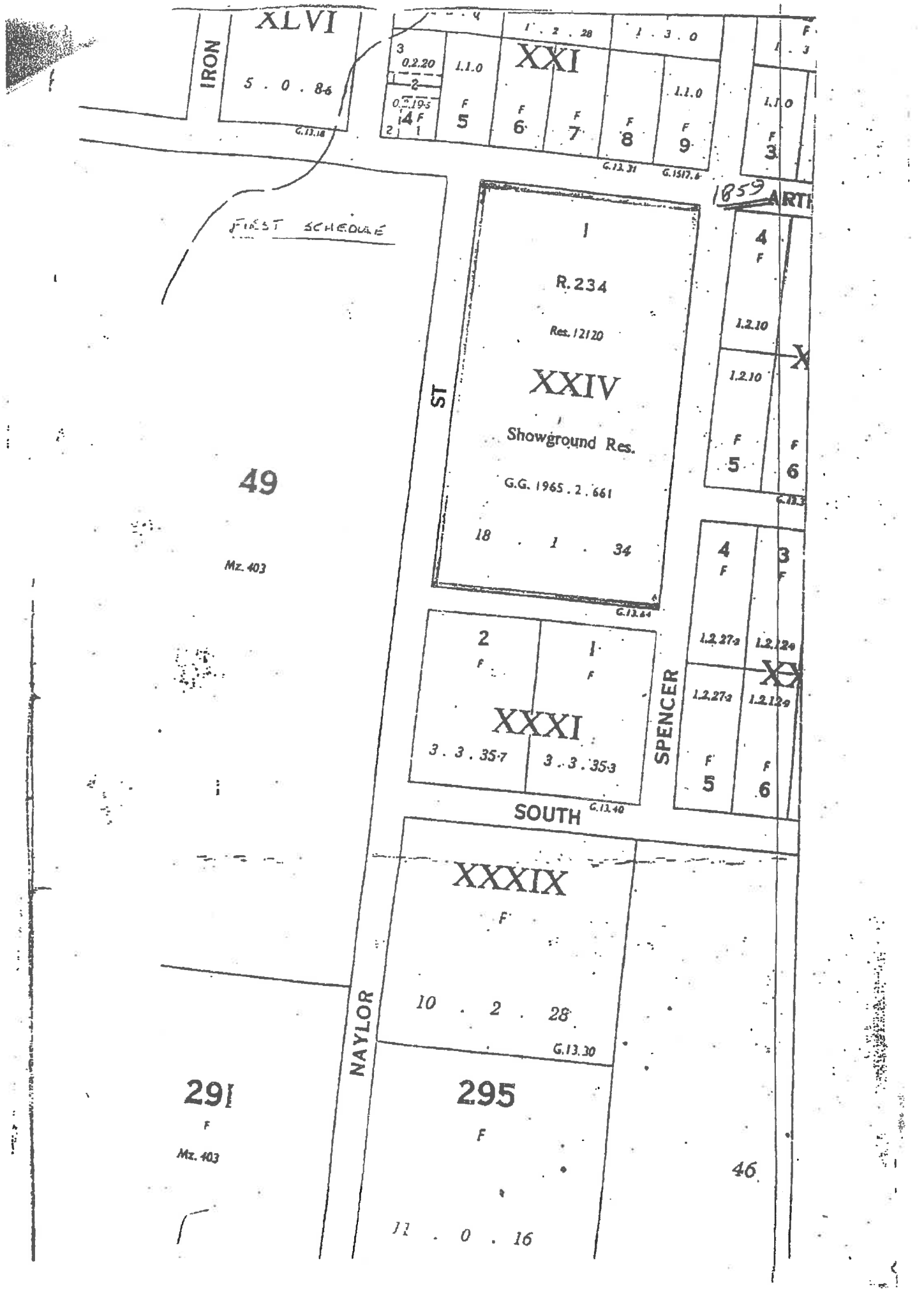
PART 16
LOCAL AUTHORITY RATES

16.1 On the 9th October 2002 the Lessor carried the following motion:-

That Council be responsible for rates and charges applicable to the Showground, with the exception of State Fire Levy and water consumption charges.

16.2 Notwithstanding clause 3.2 the Lessee is not obliged to pay local authority rates and charges on the leased land.

16.3 However the Lessee must pay the State Fire Levy and water consumption charges.


XLVI
IRON
5 . 0 . 8-6
G.13.18
XXI
1 . 2 . 28
1 . 3 . 0
0.2.20
1.1.0
0.2.19-5
F 5
F 6
F 7
F 8
F 9
1.1.0
G.13.31
G.1517.6
1.1.0
F 3
1859
ARTH
FIRST SCHEDULE
1
R.234
Res. 12120
XXIV
Showground Res.
G.G. 1965 . 2 . 661
18 . 1 . 34
G.13.64
4
F
1.2.10
1.2.10
F 5
F 6
ST
49
Mz. 403
4
F
3
F
1.2.27-2
1.2.12-9
1.2.27-2
1.2.12-9
F 5
F 6
2
F
1
F
XXXI
3 . 3 . 35-7
3 . 3 . 35-3
G.13.40
SPENCER
SOUTH
XXXIX
F
10 . 2 . 28
G.13.30
NAYLOR
291
F
Mz. 403
295
F
11 . 0 . 16
46

FORM 20 Version 1
Land Title Act 1994 and Land Act 1994

QUEENSLAND LAND REGISTRY

SCHEDULE/ENLARGED PANEL/ ADDITIONAL PAGE/DECLARATION

THE LESSEE DOES HEREBY ACCEPT this Lease of the demised premises to be held by it as Lessee and subject to the covenants, conditions and restriction herein contained.

IN WITNESS WHEREOF these present have been executed by the parties hereto:

DATED this 15th day of July 2003

THE COMMON SEAL of GAYNDAH SHIRE COUNCIL was duly affixed to these presents and the same was signed by the Mayor and Chief Executive Officer of the said Council in the presence of:

.....
Mayor

.....
Chief Executive Officer

.....
Solicitor / Justice of the Peace 48775

SIGNED for and on behalf of the GAYNDAH SHOW SOCIETY INC. by the President and Secretary in the presence of:

.....
.....

GAYNDAH SHOW SOCIETY INC. THE Common Seal OF

.....
Solicitor / Justice of the Peace Reg. No.: 48775

APPROVED PURSUANT TO SECTION 57 OF THE LAND ACT 1994

DATED at BUNDABERG this 6TH day of OCTOBER 2003

.....
Delegate of the Minister for Natural Resources
JOHN LEIGHTON GALLAGHER
SENIOR LAND OFFICER

Queensland Government

DEPARTMENT OF NATURAL RESOURCES AND MINES

Application form
Contact and Land Details
Part A

Application form requirements

1. **Part A:** Contact and land details will need to be completed.
2. **Part B:** Application specific form will need to be completed.
3. Payment of the prescribed application fee, if relevant. A refund of application fees will not be given. (Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a regional DNRM office)
4. All parts of this application form need to be completed accurately, otherwise your application may be returned to you to complete.

Important information

All applications will be processed having regard to the requirements of the *Land Act 1994* and related legislation, approved policies and procedures and the requirements of all other agencies with an interest in the land.

All completed applications can be lodged with DNRM by sending information to the following email or postal addresses or in person at your local DNRM business centre.

Email:
SLAMlodgement@dnrm.qld.gov.au

If lodging an application via email the application form must be signed and details of payment method included in the email along with all relevant supporting documentation.

Post:
Department of Natural Resources and Mines
PO Box 5318
TOWNSVILLE QLD 4810

In terms of the *Right to Information Act 2009* interested parties may seek access to DNRM records and view relevant documents.

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law.

© The State of Queensland (Department of Natural Resources and Mines)

Contact details

Lodger Details and Mailing Address A lodger is only required when a solicitor, bank, consultant etc lodges the application on behalf of the applicant.		
Full Name(s)		
Title	**First name**	**Surname**
Company name(s)		
Postal Address		
Phone number		**Mobile phone**
Email		
Fax		

© The State of Queensland (Department of Natural Resources and Mines)

Applicant(s) Details and Mailing Address

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

Full Name(s)

Title	First name	Surname

Company name(s)

If a Corporation then record ☐ ACN ☐ ARBN ☐ ABN

Postal Address

Phone number **Mobile phone**

Email

Fax

Future correspondence should be sent to ☐ Lodger ☐ Applicant

Details of land for which the application is being lodged

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

☐ Permit ☐ Lease

☐ Licence ☐ Unallocated State Land (USL) **go to 2**

☐ Trust Land Reserve/Deed of Grant in Trust (DOGIT) ☐ Road

☐ Other

© The State of Queensland (Department of Natural Resources and Mines)

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

Schedule 1
You must enter either the Lot on Plan or Title Reference of the land for which the application is being lodged.

Lot	Plan	Title Reference

go to 3

The details of the land can be found on a current copy of the Title or on your rates notice.
If insufficient space, please add additional description as an attachment.

3. Enter additional details of the land

Dealing number

Tenure type | Tenure number

Local Government

Other details of land location (optional)

go to 4

4. Have you participated in a pre-lodgement meeting with the department? ☐ Yes **go to 5** ☐ No

5. Provide details of pre-lodgement meeting. (optional)
(If there is insufficient space, please lodge as an attachment)

Departmental Officers contact details and any reference number should be included if known.

THIS FORM MUST BE ACCOMPANIED BY THE RELEVANT PART B APPLICATION FORM.

© The State of Queensland (Department of Natural Resources and Mines)

Queensland Government

DEPARTMENT OF NATURAL RESOURCES AND MINES
Application for trustee lease
Part B

Application form requirements

1. This application for a trustee lease.
2. Read the respective *Application for a trustee lease* fact sheet, which includes application restrictions.
3. Payment of the prescribed application fee.

   (Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a regional DNRM office)
4. A draft of the proposed trustee lease on Queensland Land Registry Form 7 and Form 20 (if required) together with a sketch or plan showing the location of the proposed trustee lease.
5. Any additional information to support application.
6. **Part A:** contact and details of land will need to be completed and submitted with your application.
7. Your application will not be considered as having been properly made unless all parts of this application form are completed accurately, otherwise your application may be returned to you to complete.

Important information

A trustee may authorise use and occupation of trust land by third parties (secondary use) only in accordance with the provisions of the Act (i.e. under a trustee lease or trustee permit) – other than for trust lands for Aboriginal and Torres Strait Islander and associated purposes that are administered under the *Aboriginal Land Act 1991* and *Torres Strait Islander Land Act 1991*.

It is very important that an applicant read Department of Natural Resources and Mines (DNRM) policy PUX/901/209—secondary use of trust land, which clarifies the circumstances in which trustee leases may be issued in respect of trust land.

A trustee may lease all or part of the trust land if the trustee first obtains DNRM's written 'in principle' approval of the trustee lease. The trustee should first contact DNRM to confirm that any proposed trustee leasing would be considered.

DNRM's approval of a trustee lease may include conditions, e.g. a management plan for the trust land may be required or a stated mandatory standard terms document must form part of the trustee lease.

A trustee lease must contain clauses that relate to the purpose of the trustee lease and rent.

A mandatory standard terms document for trustee leases only contains the particular requirements of DNRM.

A mandatory standard terms document has been registered.

Generally, approval will include that a trustee lease will be subject to this mandatory standard terms document.
Any other document that forms part of the trustee lease, including a standard terms document, should not include any clauses that conflict with, or are provided for in the mandatory standard terms document.

A standard terms document refers to DNRM's mandatory standard terms document and the requirements of the trustee and lessee for a trustee lease. A guide on preparing a standard terms document is available from the DNRM website at <www.nrm.qld.gov.au>.

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation, and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law

LA27 Sept 2012 Produced by: State Land Administration

© The State of Queensland (Department of Natural Resources and Mines)

1. Has a draft trustee lease document been prepared? ☐ Yes **go to 2** ☐ No

An application cannot be considered

A copy of the draft trustee lease document MUST accompany this application. The draft should not include any clauses that conflict with, or are provided for in the mandatory standard terms document No. 711932933.

2. Provide details of the purpose of the trustee lease:
(If there is insufficient space, please lodge as an attachment) **go to 3**

3. What is the expiry date of the trustee lease? / / **go to 4**

(Details of your lease expiry date can be found on a current title search of the land)

A trustee lease must not be for more than 30 years (only 20 years is allowed for sporting clubs). The commencement date is unable to be a date earlier then the Minister's written 'in principle' approval to the trustee lease.

4. Has a management plan been prepared? ☐ Yes **go to 5** ☐ No **go to 5**

Approval for the trustee lease may be withheld until a management plan has been prepared (this may be an existing approved management plan.)

An information kit is available on DNRM's website: <www.nrm.qld.gov.au>

5. Provide details of any additional information to support the application: (optional)
(If there is insufficient space, please lodge as an attachment) **go to 6**

LA27 Sept 2012 Produced by: State Land Administration

© The State of Queensland (Department of Natural Resources and Mines)

Attachments

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

6. Tick the box to confirm the attachments form part of the application:

- ☐ application fee
- ☐ sketch/plan of the trustee lease (if applicable)
- ☐ draft trustee lease document
- ☐ draft management plan (if applicable)
- ☐ evidence of a current management plan (if applicable)
- ☐ draft Land Registry Form 7
- ☐ draft Land Registry Form 20, listing additional clauses (if applicable)
- ☐ Form 18 has been duly executed by the Mortgagee (if applicable)
- ☐ Form 18 has been duly executed by the Grantee (if applicable)

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

Declaration

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

Signature of applicant (or their legal representative)

Date: / /

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

© The State of Queensland (Department of Natural Resources and Mines)

Queensland Government

DEPARTMENT OF NATURAL RESOURCES AND MINES

Application form
Contact and Land Details
Part A

Application form requirements

1. **Part A:** Contact and land details will need to be completed.
2. **Part B:** Application specific form will need to be completed.
3. Payment of the prescribed application fee, if relevant. A refund of application fees will not be given. (Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a regional DNRM office)
4. All parts of this application form need to be completed accurately, otherwise your application may be returned to you to complete.

Important information

All applications will be processed having regard to the requirements of the *Land Act 1994* and related legislation, approved policies and procedures and the requirements of all other agencies with an interest in the land.

All completed applications can be lodged with DNRM by sending information to the following email or postal addresses or in person at your local DNRM business centre.

Email:
SLAMlodgement@dnrm.qld.gov.au

If lodging an application via email the application form must be signed and details of payment method included in the email along with all relevant supporting documentation.

Post:
Department of Natural Resources and Mines
PO Box 5318
TOWNSVILLE QLD 4810

In terms of the *Right to Information Act 2009* interested parties may seek access to DNRM records and view relevant documents.

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law.

© The State of Queensland (Department of Natural Resources and Mines)

Contact details

Lodger Details and Mailing Address A lodger is only required when a solicitor, bank, consultant etc lodges the application on behalf of the applicant.		
Full Name(s)		
Title	**First name**	**Surname**
Company name(s)		

Postal Address			
Phone number		**Mobile phone**	
Email			
Fax			

© The State of Queensland (Department of Natural Resources and Mines)

Applicant(s) Details and Mailing Address

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

Full Name(s)

Title	First name	Surname

Company name(s)

If a Corporation then record ☐ ACN ☐ ARBN ☐ ABN

Postal Address

Phone number **Mobile phone**

Email

Fax

Future correspondence should be sent to ☐ Lodger ☐ Applicant

Details of land for which the application is being lodged

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

☐ Permit ☐ Lease

☐ Licence ☐ Unallocated State Land (USL) **go to 2**

☐ Trust Land Reserve/Deed of Grant in Trust (DOGIT) ☐ Road

☐ Other

© The State of Queensland (Department of Natural Resources and Mines)

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

Schedule 1 You **must** enter either the Lot on Plan or Title Reference of the land for which the application is being lodged.		
Lot	**Plan**	**Title Reference**

go to 3

The details of the land can be found on a current copy of the Title or on your rates notice.
If insufficient space, please add additional description as an attachment.

3. Enter additional details of the land

Dealing number

Tenure type | Tenure number

Local Government

Other details of land location (optional)

go to 4

4. Have you participated in a pre-lodgement meeting with the department? ☐ Yes **go to 5** ☐ No

5. Provide details of pre-lodgement meeting. (optional)
(If there is insufficient space, please lodge as an attachment)

Departmental Officers contact details and any reference number should be included if known.

THIS FORM MUST BE ACCOMPANIED BY THE RELEVANT PART B APPLICATION FORM.

© The State of Queensland (Department of Natural Resources and Mines)

Queensland Government

DEPARTMENT OF NATURAL RESOURCES AND MINES
Application for trustee lease
Part B

Application form requirements

1. This application for a trustee lease.
2. Read the respective *Application for a trustee lease* fact sheet, which includes application restrictions.
3. Payment of the prescribed application fee.

   (Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a regional DNRM office)
4. A draft of the proposed trustee lease on Queensland Land Registry Form 7 and Form 20 (if required) together with a sketch or plan showing the location of the proposed trustee lease.
5. Any additional information to support application.
6. **Part A:** contact and details of land will need to be completed and submitted with your application.
7. Your application will not be considered as having been properly made unless all parts of this application form are completed accurately, otherwise your application may be returned to you to complete.

Important information

A trustee may authorise use and occupation of trust land by third parties (secondary use) only in accordance with the provisions of the Act (i.e. under a trustee lease or trustee permit) – other than for trust lands for Aboriginal and Torres Strait Islander and associated purposes that are administered under the *Aboriginal Land Act 1991* and *Torres Strait Islander Land Act 1991*.

It is very important that an applicant read Department of Natural Resources and Mines (DNRM) policy PUX/901/209—secondary use of trust land, which clarifies the circumstances in which trustee leases may be issued in respect of trust land.

A trustee may lease all or part of the trust land if the trustee first obtains DNRM's written 'in principle' approval of the trustee lease. The trustee should first contact DNRM to confirm that any proposed trustee leasing would be considered.

DNRM's approval of a trustee lease may include conditions, e.g. a management plan for the trust land may be required or a stated mandatory standard terms document must form part of the trustee lease.

A trustee lease must contain clauses that relate to the purpose of the trustee lease and rent.

A mandatory standard terms document for trustee leases only contains the particular requirements of DNRM.

A mandatory standard terms document has been registered.

Generally, approval will include that a trustee lease will be subject to this mandatory standard terms document.
Any other document that forms part of the trustee lease, including a standard terms document, should not include any clauses that conflict with, or are provided for in the mandatory standard terms document.

A standard terms document refers to DNRM's mandatory standard terms document and the requirements of the trustee and lessee for a trustee lease. A guide on preparing a standard terms document is available from the DNRM website at <www.nrm.qld.gov.au>.

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation, and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law

LA27 Sept 2012 Produced by: State Land Administration

© The State of Queensland (Department of Natural Resources and Mines)

1. Has a draft trustee lease document been prepared? ☐ Yes **go to 2** ☐ No

An application cannot be considered

A copy of the draft trustee lease document MUST accompany this application. The draft should not include any clauses that conflict with, or are provided for in the mandatory standard terms document No. 711932933.

2. Provide details of the purpose of the trustee lease:
(If there is insufficient space, please lodge as an attachment) **go to 3**

3. What is the expiry date of the trustee lease? / / **go to 4**

(Details of your lease expiry date can be found on a current title search of the land)

A trustee lease must not be for more than 30 years (only 20 years is allowed for sporting clubs). The commencement date is unable to be a date earlier then the Minister's written 'in principle' approval to the trustee lease.

4. Has a management plan been prepared? ☐ Yes **go to 5** ☐ No **go to 5**

Approval for the trustee lease may be withheld until a management plan has been prepared (this may be an existing approved management plan.)

An information kit is available on DNRM's website: <www.nrm.qld.gov.au>

5. Provide details of any additional information to support the application: (optional)
(If there is insufficient space, please lodge as an attachment) **go to 6**

© The State of Queensland (Department of Natural Resources and Mines)

Attachments

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

6. Tick the box to confirm the attachments form part of the application:

- ☐ application fee
- ☐ sketch/plan of the trustee lease (if applicable)
- ☐ draft trustee lease document
- ☐ draft management plan (if applicable)
- ☐ evidence of a current management plan (if applicable)
- ☐ draft Land Registry Form 7
- ☐ draft Land Registry Form 20, listing additional clauses (if applicable)
- ☐ Form 18 has been duly executed by the Mortgagee (if applicable)
- ☐ Form 18 has been duly executed by the Grantee (if applicable)

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

Declaration

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

Signature of applicant (or their legal representative)

Date: / /

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

© The State of Queensland (Department of Natural Resources and Mines)

Department of Environment
and Resource Management

Guide to a trustee lease

Under the *Land Act 1994*

Prepared by:

State Land Administration, State Land Asset Management

Department of Environment and Resource Management

© State of Queensland (Department of Environment and Resource Management) 2011

This document has been prepared with all due diligence and care, based on the best available information at the time of publication. The department holds no responsibility for any errors or omissions within this document. Any decisions made by other parties based on this document are solely the responsibility of those parties. Information contained in this document is from a number of sources and, as such, does not necessarily represent government or departmental policy.

If you need to access this document in a language other than English, please call the Translating and Interpreting Service (TIS National) on 131 450 and ask them to telephone Library Services on +61 7 3224 8412.

This publication can be made available in alternative formats (including large print and audiotape) on request for people with a vision impairment. Contact (07) 322 48412 or email <library@derm.qld.gov.au>

May 2011

ISBN 978 174 172 9375

#29772

Contents

1.	Objective	1
2.	What is trust land?	1
3.	Secondary use of trust land	1
4.	What is a trustee lease?	1
5.	Conditions on trustee leases	1
6.	Rent	1
7.	Mandatory standard terms document	1
8.	Standard terms document	1
9.	How to apply?	1
10.	Appropriate terminology	2
11.	Clauses that must be included in a trustee lease	2
12.	Clauses that may be included in a trustees lease	2
13.	Trustee lease documentation requirements	3
14.	Additional issues	3
15.	Attachment A—example Land Registry Form 7	5
16.	Attachment B—example Land Registry Form 20	6

1. Objective

To provide guidelines to trustees of trust land (other than reserves or deeds of grant in trust for Aboriginal or Torres Strait Islander and associated purposes) on trustee leasing including mandatory and standard terms documents.

2. What is trust land under the Act?

Trust lands are reserves and deeds of grant in trust (DOGIT) under the *Land Act 1994* (the Act) for a community purpose, or an operational purpose under the *Land Act 1962* (repealed).

A trustee is usually appointed to manage the trust land.

A trustee may authorise use and occupation of trust land by third parties (secondary use) only in accordance with the provisions of the Act (i.e. under a trustee lease or trustee permit).

3. Secondary use of trust land

It is very important that applicants read DERM Policy PUX/901/209 secondary use of trust land, which provides clarification on circumstances in which trustee leases may be issued in respect of trust land—available from the DERM website <www.derm.qld.gov.au>.

4. What is a trustee lease?

A trustee may lease all or part of the trust land if the trustee first obtains written 'in principle' approval from DERM.

A trustee lease is generally consistent with the purpose of the trust land but in some cases may be approved to be inconsistent with the trust land. In these circumstances, all further improvements must first be approved by DERM.

The trustee lease must not diminish the purpose of the trust land.

A trustee lease must not be for more than 30 years (only 20 years is allowed for sporting clubs).

Further, if the trustee lease is for only part of the trust land, the trustee lease must also include one of the following:

- a sketch plan that identifies the land being leased
- a plan of survey identifying the land being leased (if required)
- a description of the land being leased (if DERM is satisfied the trustee lease is adequately identified by the description).

5. Conditions on trustee leases

DERM's approval of a trustee lease may include conditions, e.g. a management plan for the trust land may be required or a stated mandatory standard terms document will form part of the trustee lease or native title may need to be addressed.

A trustee lease must contain clauses that relate to the purpose of the trustee lease and rent.

6. Rent

The rent must be the most appropriate rent, having regard to the use, community benefit and purpose of the trustee lease.

It must be spent on the maintenance or enhancement of the trust land (or grouped trust land).

A trustee may keep the rent paid under a trustee lease.

7. Mandatory standard terms document

DERM has registered a mandatory standard terms document—registered with the Queensland Titles Office (dealing number 711932933).

The mandatory standard terms document for trustee leases only contains the particular requirements of DERM, and generally, approval will include a trustee lease be subject to this mandatory standard terms document.

Any other document that forms part of the trustee lease, including a standard terms document, should not include any clauses conflicting with or provided for in the mandatory standard terms document.

8. Standard terms document

A standard terms document references DERM's mandatory standard terms document and includes the requirements of the trustee and trustee lessee for a trustee lease.

DERM encourages trustees to prepare and register standard terms documents.

Any standard terms document to be registered for use by a trustee will need the approval of DERM.

Using these documents will save time for all parties, as the terms and conditions of a trustee lease will have been substantially agreed.

For more information on a standard terms document for a trustee lease, contact the nearest DERM office.

9. How to apply

For a trustee lease, you must submit:

- an application form, with both parts A and B completed
- the prescribed application fee (if applicable)
- any additional attachments (as requested).

Before submitting an application, the trustee or their legal representative should contact DERM to confirm that the proposed trustee lease would be considered. If the proposed lease is considered, a draft trustee lease must be negotiated, and where required, a land management plan produced.

Reference should also be made to the following DERM policy:

- PUX/901/209—secondary use of trust land.

The application forms and supporting factsheet—application for trustee lease—are available from the DERM website <www.derm.qld.gov.au>.

10. Appropriate terminology

The definitions in any document associated with a trustee lease should not conflict with the definitions in the mandatory standard terms document and where required, the same definitions should be used.

The definitions in the mandatory standard terms document are as follows, and apply to the trustee lease, unless the context requires otherwise:

- 'the Act' means the *Land Act 1994* (Q), as amended from time to time and if that Act is repealed, any Act which replaces that Act
- 'Approval' means any approval, consent or permission required by law, including under the Act
- 'Business Day' means any day in the state of Queensland, which is not a Saturday, Sunday or public holiday, either in the locality of the Premises or in Brisbane
- 'Commencement Date' means the Commencement Date stated in Item 6 of Form 7
- 'Form 7' means the Form 7 lease, which forms part of this Trustee Lease
- 'Improvements' means all improvements, fixtures and fittings as constructed on the Premises from time to time
- 'Mandatory Standard Terms Document' means the Mandatory Standard Terms Document lodged by the Minister in the land registry for a trustee lease under the Act
- 'Minister' means the Minister administering the Act
- 'Parties', other than in clause 15 (Release and Indemnity) (of the Mandatory Standard Terms Document), means the Trustee and the Trustee Lessee
- 'Premises' means the Premises described in Item 5 of Form 7 and the Improvements on those premises
- 'Rent' means the Rent stated in Item 7 of Form 7
- 'Term' means the Term stated in Item 6 of Form 7
- 'Trust Land' means the land described in Item 2 of Form 7
- 'Trustee' means the lessor stated in Item 1 of Form 7 and any trustee appointed under the Act in place of that lessor. Where the context permits, the definition also includes all of the Trustee's officers, employees, agents, contractors, consultants and invitees
- 'Trustee Lease' means the Mandatory Standard Terms Document and any other document (including the Form 7, any schedule, plans and attachments) for a lease by the Trustee to the Trustee Lessee of the Premises for the Term
- 'Trustee Lessee' means the lessee stated in Item 3 of Form 7 and includes any personal representative or successor in title to the Trustee Lessee. Where the context permits, the definition also includes all of the Trustee Lessee's officers, employees, agents, contractors, consultants and invitees.

11. Clauses that must be included in a Trustee Lease

The following clauses must be included by the Trustee for use in a Trustee Lease.

Mandatory Standard Terms Document

This Trustee Lease is subject to the Mandatory Standard Terms Document for a Trustee Lease—No. 711932933.

Purpose

The Trustee Lessee must use the Premises for [Insert purpose of Trustee Lease].

A suitable clause for use in a standard terms document is as follows:

'The Trustee Lessee must use the Premises for the purpose as defined in Clause 1 of the attached Schedule Form 20'.

Rent

A clause concerning the payment of Rent, rental rate, frequency of payments, GST obligations and a rent review mechanism (if applicable) must be included.

The terms for this clause are a matter for agreement between the Trustee and Trustee Lessee, however the terms should not conflict with Section 63 of the Act (Section 63(2) requires that the Rent must be the most appropriate Rent having regard to the use, community benefit and purpose of the Trustee Lease).

A suitable clause for Rent in a standard terms document is as follows:

'The Trustee Lessee must pay the rent as defined in Clause 2 of the attached Schedule Form 20'.

12. Clauses that may be included in a trustee lease

The following clauses may be considered by the Trustee for use in a Trustee Lease. The list is a guide only and is not exhaustive.

Costs

The Trustee Lessee, Trustee or both shall pay the reasonable and incidental costs relating to the negotiation, preparation, stamping and registration of the Trustee Lease, including the cost of any necessary survey and planning approvals.

Quiet enjoyment

Subject to any other provisions of the Trustee Lease, upon the Trustee Lessee paying the rent, observing and performing its covenants and conditions of this lease, the Trustee hereby agrees that the Trustee Lessee shall be entitled to quietly enjoy the Premises without undue interruption or disturbance by the Trustee or any person claiming under or through the Trustee.

No warranties

The Trustee gives no warranty as to the suitability of the Premises.

No waiver

Any delay or indulgence on the part of the Trustee in exercising any of its rights, powers or remedies under this Trustee Lease, shall not be deemed to be a waiver of such rights, powers or remedies by the Trustee except where specifically communicated to the Trustee lessee in writing.

Trustee may view the premises and repair

Subject to any other provisions of this Trustee Lease, the Trustee or its agents may enter the Premises to:

- view the repair and cleanliness of the Premises. The Trustee may notify the Trustee lessee of any defects they are required to remedy and repair, in accordance with the provisions of this Trustee Lease, in a reasonable, specified time
- remedy defects and carry out repairs of any nature, which the Trustee lessee has been notified of, but has not remedied within the specified time.

The Trustee shall only be permitted to enter the Premises upon giving reasonable notice to the Trustee Lessee, which states the purpose of entry. Such entry by the Trustee must be accompanied by a representative of the Trustee Lessee.

Repairs and alterations

The Trustee Lessee, subject to any other provisions of this Trustee Lease, is authorised at the cost of the Trustee Lessee to:

- construct the Improvements on the Premises
- modify or extend the Improvements in order to meet the requirements of the Trustee Lessee
- construct other Improvements to replace the initial Improvements (or any part of them) in the event of destruction.

Before constructing any Improvements the Trustee Lessee must obtain any necessary Approvals.

The Trustee Lessee shall maintain the outward appearance of the Premises in a state of cleanliness and good repair, so as not to unduly diminish the aesthetic appearance of the general locality in which the Premises are situated.

Outgoings

The Trustee Lessee shall pay all applicable local government rates, charges and taxes (if any) relating to the Premises, and all charges and expenses for electricity, telephone, water and sewerage incurred during the term of the lease.

Notices

Any notice, demand or other communication given to or served on the Trustee Lessee shall, without prejudice to any other method of service, be duly given or served if sent by prepaid post to:

[insert contact person and details]

or such other address as may be notified to the Trustee by the Trustee Lessee from time to time in writing.

Any notice, demand or other communication given to or served on the Trustee shall, without prejudice to any other method of service, be duly given or served if sent by prepaid post to:

[insert contact person and details]

or such other address as may be notified to the Trustee Lessee by the Trustee from time to time in writing.

A notice sent by post shall be deemed to have been received [insert number] Business Days after the time of posting.

13. Trustee lease documentation requirements

A Trustee Lease would consist of both:

Land Registry Form 7—referring to DERM's Mandatory Standard Terms Document (and if registered, a standard terms document) and Land Registry Form 20.

This form should not be executed at this stage as amendments may be required. The Trustee and proposed Trustee Lessee should sign the document and have signatures witnessed once DERM has assessed and given 'in principle' approval, and all conditions of that approval have been satisfied.

For Land Registry Form 7 requirements, refer to Attachment A.

Land Registry Form 20—must be completed if there are any additional clauses in relation to the Trustee Lease. If a standard terms document is registered, Form 20 must include reference to the Rent and purpose.

For Land Registry Form 20 requirements, refer to Attachment B.

14. Additional issues

The following is a list of optional issues that may be considered for inclusion in the document.

When drafting additional clauses it is important to ensure they do not conflict with the department's mandatory standard terms document or the *Land Act 1994*:

- cleansing fees
- obligation to pay stamp duty
- costs of notice of re-entry and consents
- legal fees
- valuation fees
- Goods and Services Tax (GST)
- source of light and power
- overloading of services
- overloading of floors
- accessories
- air-conditioning and fire alarm equipment
- interference with services
- upgrading of services
- erection of signs
- holing of walls
- cleaning of premises
- external areas
- rodents and vermin
- inflammable substances
- public address systems
- responsibility for employees, contractors and agents
- doors locks and windows
- bulbs and tubes
- drains and wastes
- plate glass
- tap washers and minor toilet fittings
- painting of interior
- fencing
- fencing—limit vehicle access
- livestock
- arbitration of disputes
- additions to building
- interruption of services
- lessee's right to remove fittings.

15. Attachment A—example Land Registry Form 7

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

LEASE/SUB LEASE

FORM 7 Version 6
Page 1 of

Dealing Number

Duty Imprint

OFFICE USE ONLY

Privacy Statement
Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see http://www.nrw.qld.gov.au/about/privacy/index.html.

1. **Lessor** [Insert Full name of lessor - Trustee granting the trustee lease for example Cairns City Council]	**Lodger** (Name, address & phone number) [Insert Lodger eg. Peters Solicitors, PO Box 345, CAIRNS Q 4870]		**Lodger Code** [Insert Code eg. 548]
2. **Lot on Plan Description** [Insert description of Trust land]	**County** [Insert County]	**Parish** [Insert Parish]	**Title Reference** [Insert Reference]
3. **Lessee** Given names [Insert full name of trustee lessee for example Strikers Softball Club]	Surname/Company name and number		(include tenancy if more than one)
4. **Interest being leased** [Insert description of Trust land for example Reserve Number 123]			
5. **Description of premises being leased** [Eg. If the whole of the lot/land is being leased, insert "The whole of the lot/land" or if part of the land insert "Lease [identifier] on SP [number]" (e.g. "Lease A on SP976123")]			
6. **Term of lease** Commencement date/event: / / Expiry date: / / and/or Event: #Options: #Insert *nil* if no option or inset option period (eg 3 years or 2 x 3 years)			7. **Rental/Consideration** [Insert "Refer to Schedule 20]

8. **Grant/Execution**
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- NRW mandatory standard terms dealing No. *[Insert Dealing number]* [*Insert the standard terms document no. and the attached Schedule*, or if no standard terms document has been registered *and the attached Schedule*]

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature

.....full name

.....qualification

Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	**Execution Date** / /	..... **Lessor's Signature**

9. **Acceptance**
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature

.....full name

.....qualification

Witnessing Officer (Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	**Execution Date** / /	..... **Lessee's Signature**

16. Attachment B—example Land Registry Form 20

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

SCHEDULE / ENLARGED PANEL / ADDITIONAL PAGE / DECLARATION

Form 20 Version 2
Page 2 of [Total]

Title Reference [Title Reference]

1. MANDATORY STANDARD TERMS DOCUMENT
This Trustee Lease is subject to the Mandatory standard terms document for a Trustee Lease – No 711932933.

2. PURPOSE
The Trustee Lessee must use the Premises for [Insert purpose of Trustee Lease].

A suitable clause for use in a standard terms document is as follows – The Trustee Lessee must use the Premises for the purpose as defined in Clause 1 of the attached Schedule Form 20.

3. RENT
[A clause concerning the payment of rent, the rental rate, frequency of payments, GST obligations and a rent review mechanism (if applicable) must be included. The terms for this clause are a matter for agreement between the trustee and trustee lessee, however the terms should not conflict with Section 63 of the Act - Section 63(2) requires that the rent must be the most appropriate rent having regard to the use and the community benefit and purpose of the trustee lease.]

Additional clauses may be included for the specific requirements of the trustee lease. Any clauses should not conflict with the mandatory standard terms document or the Land Act

Application for a trustee lease

This fact sheet explains how to apply for a trustee lease over trust land (other than reserves and deeds of grant in trust for Aboriginal and Torres Strait Islander and associated purposes) and how applications are assessed under the *Land Act 1994*.

What is trust land?

Trust land is a reserve or Deed of Grant in Trust (DOGIT) under the Act for a community purpose, or an operational purpose under the *Land Act 1962* (repealed).

A trustee is usually appointed to manage the trust land. A trustee may authorise use and occupation of trust land by third parties (secondary use) only in accordance with the provisions of the *Land Act 1994* (i.e. under a trustee lease or trustee permit).

It is important applicants read the following DNRM policy *PUX/901/209—secondary use of trust land* available from the website www.dnrm.qld.gov.au.

What is a trustee lease?

A trustee lease is generally consistent with the purpose of the trust land but in some cases may be approved to be inconsistent with the trust land.

In these circumstances, all further improvements must first be approved by DNRM. A trustee lease must not be for more than 30 years (only 20 years is allowed for sporting clubs).

Further, if the trustee lease is for only part of the trust land, the lease must also include a:

- sketch plan that identifies the land being leased
- plan of survey identifying the land being leased (if required).
- description (if DNRM is satisfied the trustee lease is adequately identified by the description).

A trustee may lease all or part of the trust land if they first obtain written 'in principle' approval from DNRM.

Conditions on trustee leases

DNRM's approval of a trustee lease may include conditions such as a:

- management plan for the trust land may be required
- stated mandatory standard terms document must form part of the trustee lease.

A trustee lease must contain clauses that relate to the purpose of the trustee lease and rent.

Rent

The rent must be the most appropriate rent, having regard to the use, community benefit and purpose of the trustee lease. It must be spent on the maintenance or enhancement of the trust land (or grouped trust land). A trustee may keep the rent paid under a trustee lease.

Mandatory standard terms document

Mandatory standard terms document for trustee leases only contain the particular requirements of DNRM, and generally, approval will include a trustee lease be subject to this mandatory standard terms document.

A mandatory standard terms document has been registered—711932933.

Any other document that forms part of the trustee lease, including a standard terms document, should not include any clauses conflicting with, or provided for in the mandatory standard terms document.

Queensland Government

Standard terms document

Standard terms document would reference DNRM mandatory standard terms document and the requirements of the trustee and leaseholder of a trustee lease.

DNRM encourages trustees to prepare and register standard terms documents. Any standard terms document to be registered for use by a trustee will need approval from DNRM.

Using these documents will save administrative time for all parties, as the terms and conditions of the trustee lease have been substantially agreed.

A guide on preparing a standard terms document is available from the website www.dnrm.qld.gov.au.

How to apply

For a trustee lease, you must submit:

- Part A—Contact and Land Details (form LA00) and Part B—Application for trustee lease (form LA27) with both parts A and B completed; and
- the prescribed application fee (if applicable); and
- any additional attachments.

Applications for a trustee lease can be made at any time. Before submitting an application, the trustee or their legal representative should contact DNRM to confirm that the proposed trustee lease would be considered.

If this confirmation is received, negotiate a draft trustee lease, and where required, produce a land management plan.

It is important that applicants read the following DNRM *PUX/901/209—secondary use of trust land* policy— available from the website www.dnrm.qld.gov.au.

Applications can be submitted at a Department of Natural Resources and Mines (DNRM) Business Centre (preferably the one nearest to which the land is located). For details of your nearest centre call 13 QGOV (13 74 68).

If all parts of the form are not completed, or additional information is needed, the application may be returned for your completion-this may delay assessment of your application.

Application considerations

When assessing your application against the requirements of the Land Act, DNRM will also:

- use relevant DNRM policies, procedures and guidelines
- seek the views of stakeholders (e.g. other state government agencies and local government authorities)
- consider native title issues.

A departmental officer may also inspect the land.

Native title

As part of the assessment process, DNRM will undertake a native title assessment to determine if, and how, native title may need to be addressed.

Depending on the outcome the applicant may be required to address native title issues.

Notice of the decision

When DNRM has investigated all issues, including native title, it will give applicants written notice of the decision.

The Minister may grant approval 'in principle' for a trustee lease. The approval, which may be subject to conditions, is given to the proposal for the leasing of trust land for a particular purpose.

Registration of trustee leases

DNRM approval for trustee lease will be provided to the applicant on a Queensland Land Registry *Form 18—General consent.*

To be valid, the trustee lease must be registered in the Queensland Land Registry.

Amending a trustee lease

A registered trustee lease may, with DNRM approval, be amended by registering an amendment of the trustee lease.

However, the document of amendment must not:

- increase or decrease the area leased
- add or remove a party to the lease
- increase the term of the lease.

Other transactions relating to trustee leases

A trustee lessee may transfer, mortgage or sublease a trustee lease if they first obtain:

- the trustee's written approval to the transaction
- DNRM written approval.

Further information

For more information on a trustee lease, including advice on how to fill out the applications, contact your nearest department business centre.

For details of your nearest centre call 13 QGOV (13 74 68).

December 2012
L176

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 2

711932933

NO FEE
19/09/2008 11:31

BE 608

NOT E

Corrected Vide Dealing No. 713298094
18-6-2010
C. H.

1. Nature of request

REQUEST TO REGISTER MANDATORY STANDARD TERMS FOR A TRUSTEE LEASE

Lodger (Name, address, E-mail & phone number)

SLAM – Policy
GPO Box 2454
Brisbane Q 4001
SLAMPolicyCHQ@nrw.qld.gov.au

Lodger Code

BE 2268

2. Lot on Plan Description | **County** | **Parish** | **Title Reference**

NOT APPLICABLE

3. Registered Proprietor/State Lessee

NOT APPLICABLE

4. Interest

NOT APPLICABLE

5. Applicant

DEPARTMENT OF NATURAL RESOURCES AND WATER

6. Request

I hereby request that: PURSUANT TO SECTION 318A OF THE LAND ACT 1994 THE ATTACHED MANDATORY STANDARD TERMS DOCUMENT FOR A TRUSTEE LEASE BE REGISTERED.

7. Execution by applicant

17/9/2008
Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Graham Nicholas, A/Director, State Land Asset Management, Department of Natural Resources and Water a duly authorised delegate of the Minister under the current Land Act (Ministerial) Delegation

© The State of Queensland (Department of Natural Resources and Water) 2008

© The State of Queensland (Environment and Resource Management) 2010
© The State of Queensland (Dept of Natural Resources and Mines) 2013

Title Reference [ ] :

eLVAS Case Id[ ]

Mandatory standard terms for a Trustee Lease (Sections 318, 318A Land Act 1994)

For the *Land Act 1994*, this document contains provisions that are treated as terms of a further document, and applies to a document, that is a trustee lease under that Act. Those provisions are:

1. INTRODUCTION

1.1 This Trustee Lease is subject to the provisions of the Act and if any clause or condition of this Trustee Lease is inconsistent with the Act, the provisions of the Act prevail.

1.2 A mandatory standard terms document for a trustee lease under the Act forms part of this Trustee Lease under the Act.

1.3 If there is a conflict between the Mandatory Standard Terms Document and the terms of another document for this Trustee Lease, the Mandatory Standard Terms Document prevails as provided for under section 320A of the Act.

2. DEFINITIONS

2.1 In this Trustee Lease, unless the context requires otherwise:

(a) **"the Act"** means the *Land Act 1994* (Q), as amended from time to time and if that Act is repealed, any Act which replaces that Act;
(b) **"Approval"** means any approval, consent or permission required by law, including under the Act;
(c) **"Business Day"** means any day in the State of Queensland which is not a Saturday, Sunday or public holiday either in the locality of the Premises or in Brisbane.
(d) **"Commencement Date"** means the commencement date stated in Item 6 of the Form 7;
(e) **"Form 7"** means the Form 7 lease which forms part of this Trustee Lease;
(f) **"Improvements"** means all improvements, fixtures and fittings as constructed on the Premises from time to time;
(g) **"Mandatory Standard Terms Document"** means the mandatory standard terms document lodged by the Minister in the land registry for a trustee lease under the Act; .
(h) **"Minister"** means the Minister administering the Act;
(i) **"Parties"**, other than in clause 15 (Release and Indemnity), means the Trustee and the Trustee Lessee;
(j) **"Premises"** means the premises described in Item 5 of the Form 7 and the Improvements on those premises;.
(k) **"Rent"** means the rent stated in Item 7 of the Form 7;
(l) **"Term"** means the term stated in Item 6 of the Form 7;
(m) **"Trust Land"** means the land described in Item 2 of the Form 7;
(n) **"Trustee"** means the lessor stated in Item 1 of the Form 7 and any trustee appointed under the Act in place of that lessor. Where the context permits, the definition also includes all of the Trustee's officers, employees, agents, contractors, consultants and invitees;
(o) **"Trustee Lease"** means the Mandatory Standard Terms Document and any other document (including the Form 7, any schedule, plans and attachments) for a lease by the Trustee to the Trustee Lessee of the Premises for the Term;
(p) **"Trustee Lessee"** means the lessee stated in Item 3 of the Form 7 and includes any personal representative or successor in title to the Trustee Lessee. Where the context permits, the definition also includes all of the Trustee Lessee's officers, employees, agents, contractors, consultants and invitees.

3. SUPERSEDED ACTS ET CETERA

3.1 Where a law, person or body or other thing referred to in this Trustee Lease is renamed, superseded or replaced with another law, person or body or other thing (as the case may be), references in this Trustee Lease will be taken to be changed in a corresponding manner, except where the context requires otherwise.

4. MINISTERIAL APPROVAL

4.1 This Trustee Lease is subject to and conditional on:

(a) the Minister's written 'in principle' approval to the Trustee Lease under section 57(1) of the Act;

(b) endorsement of the Minister's approval on this Trustee Lease under section 57(4) of the Act;

(c) compliance with any conditions of an approval of the Minister that must be complied with before the Trustee may lease the Premises to the Trustee Lessee under this Trustee Lease; and

(d) registration under the Act, as required by section 57(3) of the Act, of this Trustee Lease in the land registry.

Until paragraphs (a), (b), (c) and (d) are satisfied and despite the definitions of "Commencement Date" and "Term" in clause 2.1, the (purported) Trustee Lease does not take effect as a lease of the Premises and the Trustee Lessee has no right to the possession, occupation or use of the Premises.

5. GRANT OF TRUSTEE LEASE

5.1 Subject to clause 4.1, the Trustee leases the Premises to the Trustee Lessee for the Term under this Trustee Lease.

6. USE AND DEVELOPMENT, ACCESS AND SERVICES

6.1 The Trustee Lessee may only use or develop the Premises:

(a) according to all relevant laws including, without limitation, any planning and environmental laws and any local laws;

(b) where an Approval of any entity is required to undertake or carry out a use or development of the Premises, with the prior Approval of the relevant entity and according to that Approval;

(c) subject to the terms of this Trustee Lease, according to any management plan for the Trust Land under section 48 of the Act.

6.2 Without limiting clause 6.1, if the purpose of this Trustee Lease is inconsistent with the purpose for which the Trust Land was dedicated or granted, all Improvements built or placed by the Trustee Lessee on the Premises must first be approved by the Minister under section 59(2) of the Act.

6.3 In clause 6.1, 'develop' includes the construction of Improvements on the Premises.

6.4 Despite anything else, the Trustee Lessee holds this Trustee Lease so that the Trust Land (including the Premises) may be used for the purpose for which the Trust Land was dedicated or granted without undue interruption or obstruction.

6.5 Clause 6.4 does not apply to a building permitted to be built on the Trust Land.

6.6 If the Trustee Lease does not adjoin a dedicated road, or have some other legal access, the Trustee Lessee may access and provide services (including electricity, telephone, water and like services) to the Trustee Lease and Premises through the Trust Land via the most convenient route or location as determined by the Trustee and on any terms and conditions of the Trustee.

7. DECLARED PEST PLANTS AND ANIMALS

7.1 The Trustee Lessee must control pest plants and animals on the Premises during the Term in accordance with the *Land Protection (Pest and Stock Route Management) Act 2002* and any requirements of the local government in whose local government area the Premises are situated.

8. CLEARING OF VEGETATION

8.1 The Trustee Lessee may only clear, remove or destroy any native vegetation ('clear') on the Premises if the:

(a) clearing is permitted or not prohibited by law or, if required by law, the Trustee Lessee may under a development permit under the *Integrated Planning Act 1997* clear; and

(b) Trustee has given its consent to the clearing.

9. ENVIRONMENT PROTECTION AND DUTY OF CARE

9.1 The Trustee Lessee must not dispose of or allow to be disposed of, any substance or thing (including refuse, garbage, oil or chemical) into any watercourse, the sea or onto the Trust Land (including the Premises). For this clause and without limitation, a substance or thing is disposed of if it leaks, or is washed, blown or otherwise enters, into any watercourse, the sea or onto the Trust Land (including the Premises).

9.2 Without limiting clause 9.1, the Trustee Lessee must:

(a) store and keep all trade refuse and trade garbage in proper containers; and

(b) dispose of all refuse and trade garbage regularly and hygienically at an approved rubbish dump without causing pollution or damage to the Trust Land (including the Premises), any land adjoining the Trust Land, a watercourse or the sea.

For this clause and without limitation, trade refuse and trade garbage includes debris from building works, chemicals from chemical works, medical waste and other waste of this nature but does not include general refuse and garbage that is collected regularly by or for the relevant local government.

9.3 The Trustee Lessee must:

(a) use all reasonable endeavours to overcome and minimise any harmful effects on the environment arising from its use of the Premises; and

(b) rehabilitate the Premises, and any watercourse, the sea, the Trust Land and any other land (the "affected areas") if there is any damage caused to the Premises and the affected areas by its use of the Premises and any other area of the Trust Land.

9.4 The Trustee Lessee has a responsibility for a duty of care for the Premises.

10. LIQUOR OR GAMING AND OTHER LICENCE

10.1 The Trustee Lessee must not store, sell or supply, or allow to be stored, sold or supplied, any liquor on or from the Premises:

(a) except with the prior written consent of the Trustee and the Minister; and

(b) according to any required licence or other authority under the *Liquor Act 1992*.

10.2 The Trustee Lessee must not operate the Premises under a gaming machine licence (as defined in the *Gaming Machine Act 1991*) without the prior written consent of the Trustee and the Minister.

10.3 The Trustee Lessee must not operate KENO facilities on the Premises. With the prior written consent of the Trustee and the Minister, this clause 10.3 will not apply if KENO facilities have been operating on the Premises under a previous lease from the Trustee for the Premises and where all necessary Approvals were obtained.

10.4 The Trustee Lessee must not operate TAB facilities on the Premises. With the prior written consent of the Trustee and the Minister, this clause 10.4 will not apply if TAB facilities have been operating on the Premises under a previous lease from the Trustee for the Premises and where all necessary Approvals were obtained.

11. TRANSFER, MORTGAGE OR SUBLEASE

11.1 The Trustee Lessee may not transfer, mortgage or sublease this Trustee Lease without the prior Approval of the Trustee and the Minister.

12. NO HOLDING OVER AND OTHER DEALINGS

12.1 The Trustee Lessee may not:

(a) hold over, possess or occupy the Premises after the expiry of this Trustee Lease;

(b) renew this Trustee Lease;

(c) convert this Trustee Lease to another form of tenure; or

(d) buy the Premises.

13. THE MINISTER AND STATE OF QUEENSLAND NOT BOUND

13.1 The Parties may not bind or subject the Minister or the State of Queensland to any agreement, or liability for costs, fees or expenses under this Trustee Lease.

14. INSURANCE

14.1 The Trustee Lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Cth) or, in any other case, to the satisfaction of the Minister, naming the Trustee Lessee as the insured covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the Premises and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof subject to the terms and conditions of the insurance policy.

Such policy must:

(a) be for an amount of not less than twenty million dollars ($20,000,000.00) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require; and

(b) be effected on a "claims occurring" basis so that any claim made by the Trustee Lessee under the policy after the expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions; and

(c) be maintained at all times during the currency of this Trustee Lease, and upon receipt of any Notice of Cancellation, the Trustee Lessee must immediately effect another public liability insurance policy in accordance with the terms and conditions of this Trustee Lease.

14.2 The Trustee Lessee must forward a certificate of currency to the Trustee within 10 business days of the commencement of each respective renewal period.

14.3 The Trustee must, within 10 business days of becoming aware of any of the following occurrences, inform the Minister in writing, of any such occurrences:

(a) the Trustee Lessee's failure to renew the public liability insurance cover as required under the terms and conditions of this Trustee Lease;

(b) the Trustee Lessee's failure to forward to the Trustee within 10 business days after the commencement of a renewal period for such cover, a copy of the certificate of currency as required under this Trustee Lease;

(c) receipt by the Trustee of a Notice of Cancellation in relation to such cover.

14.4 Clauses 14.1 to 14.3 will be satisfied if the Trustee Lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund.

14.5 Clauses 14.1 to 14.3 will be satisfied if the Trustee Lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover.

14.6 Clauses 14.1 to 14.3 will be satisfied if the Minister approves by separate letter a replacement clause or clauses for inclusion in another document that forms part of this Trustee Lease. For this clause 14.6 to have effect, the replacement clause or clauses must be included in that other document and the original of the letter of approval must have been lodged in the land registry with a document that forms part of this Trustee Lease.

14.7 The Trustee Lessee must, as soon as practicable, inform the Minister and Trustee, in writing, of the occurrence of any event that the Trustee Lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and Trustee are kept fully informed of subsequent actions and developments concerning the claim.

14.8 To remove doubt, the requirements of clause 14 apply to any other area of the Trust Land used by the Trustee Lessee.

15. RELEASE AND INDEMNITY

15.1 The Trustee Lessee indemnifies and agrees to keep indemnified the Minister, the State of Queensland, and the Trustee ("the Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this Trustee Lease to the Trustee Lessee or which is connected to or resulting from the Trustee Lessee's use and occupation of the Premises (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified parties.

15.2 The Trustee Lessee hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties, save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the release and discharge in favour of any of the other Indemnified parties.

15.3 To remove doubt, the Trustee Lessee specifically agrees that the indemnity provided by the Trustee Lessee in this clause 15 extends to any Claim (as defined by this clause 15) arising from the use of any other area of the Trust Land by the Trustee Lessee.

16. POWER OF ATTORNEY

16.1 The Trustee Lessee, other than if the Trustee Lessee is the Commonwealth of Australia or the State of Queensland, appoints the Trustee to act as the Trustee Lessee's attorney and authorises the Trustee to execute all such documents and to perform such acts on the Trustee Lessee's behalf as are necessary to procure the registration of a surrender of this Trustee Lease to the Trustee.

16.2 The Trustee must not use its power pursuant to this clause unless:

(a) the Trustee Lessee has breached a term or condition of this Trustee Lease;

(b) the Trustee has given written notice of the breach to the Trustee Lessee and has allowed the Trustee Lessee 20 business days (or such other time as the Trustee may allow after taking into account what needs to be done and the time required to remedy the breach) from the delivery of that written notice to remedy the breach; and

(c) the Trustee Lessee has not remedied the breach by the expiration of the 20 business day period (or such other time as the Trustee has allowed);

and the Trustee is entitled to end this Trustee Lease as provided for under this clause 16 and take possession of the Premises.

17. SURRENDER

17.1 The Trustee Lessee, with the Trustee's consent, may, at any time during the Term, surrender this Trustee Lease. On surrender, clause 18 applies.

18. TRUSTEE LESSEE'S OBLIGATIONS AT THE END OF THIS TRUSTEE LEASE

18.1 At the end of this Trustee Lease, if the Trustee Lessee removes its Improvements from the Premises under this Trustee Lease or otherwise, the Trustee Lessee must restore and otherwise make good the Premises to a similar condition the Premises were in before the Commencement Date to the satisfaction of the Trustee.

18.2 At the end of this Trustee Lease, the Trustee Lessee must leave the Premises in a clean and tidy condition to the satisfaction of the Trustee.

18.3 The Trustee Lessee must maintain any insurance it is required to effect under clause 14 during any period in which it may remove its Improvements (the 'removal period').

18.4 During the removal period, the Trustee Lessee indemnifies, releases and discharges those persons stated in clause 15 to the same extent provided for under clause 15.

19. CANCELLATION OF TRUSTEE LEASE

19.1 If this Trustee Lease is cancelled under section 65 of the Act:
(a) this Trustee Lease ends and no person has a right to a claim for compensation; and

(b) any Improvements not removed from the Trust Land become the property of the Trustee.

20. REVOCATION OF DEDICATION OF WHOLE OR PART OF RESERVE OR CANCELLATION OF A DEED OF GRANT IN TRUST

20.1 If the Trust Land is a reserve under the Act:

(a) the Minister may revoke the dedication of all or part of the reserve under section 33 of the Act;

(b) on revocation of all or part of the reserve, this Trustee Lease, in relation to the land the subject of the revocation, is cancelled from the day the revocation of the dedication of the reserve takes effect under section 34D of the Act;

(c) if this Trustee Lease is cancelled, no person has a right to a claim for compensation for the revocation (as provided under section 34F(f) of the Act), and the Trustee Lessee must immediately vacate the Premises as required under section 34G of the Act;

(d) on cancellation of this Trustee Lease under section 34F, improvements (as defined in the Act) that have not been removed from the Trust Land become the property of the State subject to section 34H of the Act.

20.2 If the Trust Land is a deed of grant in trust under the Act:

(a) the Governor in Council may cancel the deed of grant in trust under section 38 of the Act;

(b) on cancellation of the deed of grant in trust, this Trustee Lease is cancelled from the day the cancellation takes effect under section 38(6) of the Act;

(c) if this Trustee Lease is cancelled, no person has a right to a claim for compensation for the cancellation (as provided by section 38E(e) of the Act) and the Trustee Lessee must immediately vacate the Premises as required under section 38F of the Act;

(d) on cancellation of this Trustee Lease under section 38E, improvements (as defined in the Act) that have not been removed from the Trust Land become the property of the State subject to section 38G of the Act.

END OF DOCUMENT

Absolute surrender of a lease, licence or permit to occupy

This fact sheet explains how to apply for an absolute surrender of a current lease, licence or permit to occupy, and how applications are assessed under the *Land Act 1994*.

When can an application be made?

An absolute surrender of a current lease, licence or permit to occupy can be made at any time by the lessee, licensee or permittee.

How to apply

For the absolute surrender of a lease, licence or permit to occupy you must submit:

- Part A—Contact and Land Details (form LA00) and Part B–Application for Absolute Surrender of a Lease, Licence or Permit to Occupy (form LA07), with both parts A and B completed; and
- the prescribed application fee.

Applications can be submitted at a Department of Natural Resources and Mines (DNRM) Business Centre (preferably the one nearest to which the land is located). For details of your nearest centre call 13 QGOV (13 74 68).

If all parts of the form are not completed, or additional information is needed, the application may be returned for completion-this may delay assessment of your application.

Application considerations

When assessing your application against the requirements of the Land Act, DNRM will also:

- use relevant DNRM policies, procedures and guidelines
- seek the views of relevant stakeholders (e.g. other state government agencies and local government authorities).

A departmental officer may also inspect the leased land.

Notice of the decision

When DNRM has investigated all issues, including native title, it will give applicants written notice of the decision. If approval to surrender is given, a surrender document and the consent of any parties with a registered interest will be required.

When a lease, licence or permit to occupy is surrendered, the ownership of any improvements becomes the property of the State and no compensation is payable. Approval may be given to allow the lessee, licensee or permittee to remove any improvements within an agreed time.

Rent

Any outstanding rent and penalty owing to the State must be paid in full before the surrender can be finalised.

Registration of an absolute surrender

On registration of an absolute surrender, the rights and interests under the lease, licence or permit to occupy end, however, a public utility easement may continue in accordance with the *Land Act 1994*.

Further information

For more information on absolute surrender, including advice on how to fill out the applications, contact your nearest department business centre.

For details of your nearest centre call 13 QGOV (13 74 68).

December 2012
L121

Queensland Government

Queensland Government

DEPARTMENT OF NATURAL RESOURCES AND MINES

Application form
Contact and Land Details
Part A

Application form requirements

1. **Part A:** Contact and land details will need to be completed.
2. **Part B:** Application specific form will need to be completed.
3. Payment of the prescribed application fee, if relevant. A refund of application fees will not be given. (Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a regional DNRM office)
4. All parts of this application form need to be completed accurately, otherwise your application may be returned to you to complete.

Important information

All applications will be processed having regard to the requirements of the *Land Act 1994* and related legislation, approved policies and procedures and the requirements of all other agencies with an interest in the land.

All completed applications can be lodged with DNRM by sending information to the following email or postal addresses or in person at your local DNRM business centre.

Email:
SLAMlodgement@dnrm.qld.gov.au

If lodging an application via email the application form must be signed and details of payment method included in the email along with all relevant supporting documentation.

Post:
Department of Natural Resources and Mines
PO Box 5318
TOWNSVILLE QLD 4810

In terms of the *Right to Information Act 2009* interested parties may seek access to DNRM records and view relevant documents.

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law.

© The State of Queensland (Department of Natural Resources and Mines)

Contact details

Lodger Details and Mailing Address A lodger is only required when a solicitor, bank, consultant etc lodges the application on behalf of the applicant.		
Full Name(s)		
Title	**First name**	**Surname**
Company name(s)		
Postal Address		
Phone number		**Mobile phone**
Email		
Fax		

© The State of Queensland (Department of Natural Resources and Mines)

Applicant(s) Details and Mailing Address

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

Full Name(s)

Title	First name	Surname

Company name(s)

If a Corporation then record ☐ ACN ☐ ARBN ☐ ABN

Postal Address

Phone number **Mobile phone**

Email

Fax

Future correspondence should be sent to ☐ Lodger ☐ Applicant

Details of land for which the application is being lodged

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

☐ Permit ☐ Lease

☐ Licence ☐ Unallocated State Land (USL) **go to 2**

☐ Trust Land Reserve/Deed of Grant in Trust (DOGIT) ☐ Road

☐ Other

© The State of Queensland (Department of Natural Resources and Mines)

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

Schedule 1 You must enter either the Lot on Plan or Title Reference of the land for which the application is being lodged.		
Lot	**Plan**	**Title Reference**

go to 3

The details of the land can be found on a current copy of the Title or on your rates notice.
If insufficient space, please add additional description as an attachment.

3. Enter additional details of the land

Dealing number

Tenure type | Tenure number

Local Government

Other details of land location (optional)

go to 4

4. Have you participated in a pre-lodgement meeting with the department? ☐ Yes **go to 5** ☐ No

5. Provide details of pre-lodgement meeting. (optional)
(If there is insufficient space, please lodge as an attachment)

Departmental Officers contact details and any reference number should be included if known.

THIS FORM MUST BE ACCOMPANIED BY THE RELEVANT PART B APPLICATION FORM.

© The State of Queensland (Department of Natural Resources and Mines)

Queensland Government

DEPARTMENT OF NATURAL RESOURCES AND MINES

Application for approval of a sublease

Part B

Application form requirements

1. This application is for approval of a sublease.
2. Please read the respective *Application for a approval of a sublease* fact sheet, which includes application restrictions.
3. Payment of the prescribed application fee.

   (Details of fees are available on the Department of Natural Resources and Mines (DNRM) website or from a regional DNRM office).
4. A draft of the proposed sublease on Queensland Land Registry Form 7 and Form 20 (if required) together with a sketch or plan showing the location of the proposed sublease.
5. Any additional information to support the application.
6. **Part A:** contact and details of land will need to be completed and submitted with your application.
7. Your application will not be considered as having been properly made unless all parts of this application form are completed accurately. If not properly made, your application may be returned to you for completion.

Important information

A lease issued under the *Land Act 1994* may be subleased only -

- If the Minister has given written approval to the sublease or the lessee holds a general authority to sublease; and
- To a person who is eligible to hold the sublease under this Act.

A lessee may not sublease a lease if the Land Act prohibits subletting, or the lease contains a condition specifically prohibiting subletting.

Subleases must be consistent with the purpose and conditions of the Land Act lease.

If a lease issued under the Land Act is subleased, the sublease must be registered in the Land Registry.

The lessee of a lease that is sublet, in whole or in part, continues to be liable for all the conditions to which the lease is subject. A lessee may sublease and a sublessee may sub-sublease a lease provided the Minister has given written approval.

A mandatory standard terms document containing Department of Natural Resources and Mines conditions for a sublease has been registered in the Land Registry under dealing No. 713040803.

Generally, approval will include that a sublease will be subject to the registered mandatory standard terms document (Dealing No. 713040803). Another document forming part of a sublease may add to a right or obligation in the mandatory standard terms document providing there is not conflict.

Furthermore, definitions in any other document forming part of a sublease should not conflict with the definitions in the mandatory standard terms document (the same definitions need to be used eg. premises, sublease, sublessee and sublessor). Definitions in addition to those in the mandatory standard terms document may be included. Any other document that forms part of the sublease, should not include any definitions or clauses that conflict with, or are provided for in the mandatory standard terms document.

Any other document forming part of a sublease needs to reference the mandatory standard terms document and should not include any clauses conflicting with, or provided for, in the mandatory standard terms document.

However, another document that forms part of a sublease may add to a right or obligation in the mandatory standard terms document providing there is no conflict.

Information on this form, and any attachments, is being collected to process and assess your application under the *Land Act 1994*. The consideration of your application may involve consultation, and if so details of your application may be disclosed to third parties. They will not be otherwise disclosed outside the department unless required or authorised by law.

© The State of Queensland (Department of Natural Resources and Mines)

1.	Has a draft sublease document been prepared?	☐ Yes	go to 2	☐ No An application cannot be considered

A copy of the draft sublease document MUST accompany this application. The draft should not include any definitions or clauses that conflict with, or are provided for by, the clauses of mandatory standard terms document No.713040803.

2. Provide details of the purpose of the sublease:
(If there is insufficient space, please lodge as an attachment) **go to 3**

3. What is the expiry date of the lease? / / **go to 4**

(Details of your lease expiry date can be found on a current title search of the land)

A sublease must not be for more than the balance of the term of the lease less one day. The commencement date is unable to be a date earlier than the Minister's written approval to the sublease, however, commencement date is subject to clause 4 of the mandatory standard terms document registered.

4. **Provide details of any additional information to support the application:** (optional)
(If there is insufficient space, please lodge as an attachment) **go to 5**

© The State of Queensland (Department of Natural Resources and Mines)

Attachments

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

5. Tick the box to confirm the attachments form part of the application:

- ☐ application fee
- ☐ sketch/plan of the sublease (if applicable)
- ☐ draft sublease document
- ☐ draft Land Registry Form 7
- ☐ draft Land Registry Form 20, listing additional clauses (if applicable)
- ☐ copy of Form 18 duly executed by the Mortgagee (if applicable)

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

Declaration

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

Signature of applicant (or their legal representative)

Date: / /

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

© The State of Queensland (Department of Natural Resources and Mines)

FQUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

Dealing Number

713040803

NO FEE
05/02/2010 16:08

BE 608

1. Nature of request

REQUEST TO REGISTER MANDATORY STANDARD TERMS FOR A SUBLEASE

Lodger (Name, address, E-mail & phone number)

SLAM – Policy
GPO Box 2454
Brisbane Q 4001
SLAMPolicyCHQ@derm.qld.gov.au

Lodger Code

BE 2268

2. Lot on Plan Description | **County** | **Parish** | **Title Reference**

NOT APPLICABLE

3. Registered Proprietor/State Lessee

NOT APPLICABLE

4. Interest

NOT APPLICABLE

5. Applicant

DEPARTMENT OF ENVIRONMENT AND RESOURCE MANAGEMENT

6. Request

I hereby request that: PURSUANT TO SECTION 318A OF THE LAND ACT 1994 THE ATTACHED MANDATORY STANDARD TERMS DOCUMENT FOR A SUBLEASE BE REGISTERED.

7. Execution by applicant

3/2/10
Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Greg Coonan, Director, State Land Asset Management, Department of Environment and Resource Management, a duly authorised delegate of the Minister under the current Land Act (Ministerial) Delegation

© The State of Queensland (Dept of Natural Resources and Mines) 2013

Title Reference [ ]

Mandatory standard terms for a Sublease

(sections 318, 318A Land Act 1994)

For the *Land Act 1994*, this document contains provisions that are treated as terms of a further document, and applies to a document, that is a sublease under section 332 of that Act, other than a sublease for a State lease as defined under that Act, or any sub-sublease. Those provisions are:

1. INTRODUCTION

1.1 This Sublease is subject to the provisions of the Act and if any term, including a clause, of this Sublease is inconsistent with the Act, the provisions of the Act prevail.

1.2 A mandatory standard terms document for a sublease under the Act forms part of this Sublease under the Act.

1.3 To remove any doubt, a term of another document that forms part of this Sublease may add to a right or obligation in the Mandatory Standard Terms Document providing it does not conflict with the Mandatory Standard Terms Document.

1.4 If there is a conflict between the Mandatory Standard Terms Document and the terms of another document for this Sublease, the Mandatory Standard Terms Document prevails as provided for under section 320A of the Act.

2. DEFINITIONS

2.1 In this Sublease, unless the context requires otherwise:

(a) **"the Act"** means the *Land Act 1994*, as amended from time to time and if that Act is repealed, any Act which replaces that Act;
(b) **"Approval"** means any approval, consent or permission required by law, including under the Act;
(c) **"Business Day"** means any day in the State of Queensland which is not a Saturday, Sunday or public holiday either in the locality of the Premises or in Brisbane;
(d) **"Commencement Date"** means the commencement date stated in Item 6 of the Form 7;
(e) **"Form 7"** means the Land Registry Form 7 which forms part of this Sublease;
(f) **"Improvements"** means all improvements, fixtures and fittings as constructed on the Premises from time to time;
(g) "**Lease**" means the lease stated in Item 4 of the Form 7;
(h) **"Leased Land"** means the land described in Item 2 of the Form 7;
(i) **"Mandatory Standard Terms Document"** means the mandatory standard terms document lodged by the Minister in the land registry for a sublease under the Act;
(j) **"Minister"** means the Minister administering the Act;
(k) **"Parties"**, other than in clause 14 (Release and Indemnity), means the Sublessor and the Sublessee;
(l) **"Premises"** means the premises described in Item 5 of the Form 7 and the Improvements on those premises;
(m) **"Rent"** means the rent stated in Item 7 of the Form 7;
(n) **"Sublease"** means the Mandatory Standard Terms Document and any other document (including the Form 7, any schedule, plans and attachments) for a sublease by the Sublessor to the Sublessee of the Premises for the Term;
(o) **"Sublessee"** means the lessee stated in Item 3 of the Form 7 and includes any personal representative or successor in title. Where the context permits, the definition also includes all the Sublessee's officers, employees, agents, contractors, consultants and invitees;
(p) **"Sublessor"** means the lessor stated in Item 1 of the Form 7 and includes any personal representative or successor in title. Where the context permits, the definition also includes all the Sublessor's officers, employees, agents, contractors, consultants and invitees;
(q) "**Term**" means the term stated in Item 6 of the Form 7.

Title Reference [ ]

3. SUPERSEDED ACTS ET CETERA

3.1 Where a law, person or body or other thing referred to in this Sublease is renamed, superseded or replaced with another law, person or body or other thing (as the case may be), references in this Sublease will be taken to be changed in a corresponding manner, except where the context requires otherwise.

4. MINISTERIAL APPROVAL

4.1 This Sublease is subject to and conditional on:

(a) the Minister's written Approval to the Sublease under section 332(1) of the Act, unless the Sublessor holds an authority to sublease the Lease under section 333 of the Act;

(b) compliance with any conditions of an approval of the Minister that must be complied with before the Sublessor may lease the Premises to the Sublessee under this Sublease, unless the Sublessor holds an authority to sublease the Lease under section 333 of the Act; and

(c) registration under the Act, as required by section 335(1) of the Act, of this Sublease in the land registry.

Until paragraphs (a), (b) and (c) are satisfied and despite the definitions of "Commencement Date" and "Term" in clause 2.1, the (purported) Sublease does not take effect as a sublease of the Premises and the Sublessee has no right to the possession, occupation or use of the Premises.

5. GRANT OF SUBLEASE

5.1 Subject to clause 4.1, the Sublessor subleases the Premises to the Sublessee for the Term under this Sublease.

6. USE AND DEVELOPMENT

6.1 The Sublessee may only use or develop the Premises:

(a) consistent with the:

i. provisions of the Act;

ii. purpose and conditions of the Lease, and in a way that would not, if done by the Sublessor, be a breach of the Lease; and

iii. purpose of this Sublease; and

(b) according to all relevant laws including, without limitation, any planning and environmental laws and any local laws; and

(c) where an Approval of any entity is required to undertake or carry out a use or development of the Premises, with the prior Approval of the relevant entity and according to that Approval;

6.2 In clause 6.1, 'develop' includes the construction of Improvements on the Premises.

6.3 If this Sublease is a sublease of a Lease that is a term lease for pastoral purposes under the Act and any part of the Term of this Sublease (the "effective term") is effective during the last two (2) years of the term of the Lease, the Sublessee must not make improvements or carry out development work (as defined in the Act) on the Premises during the effective term, without the Minister's written approval.

Title Reference [ ]

7. DECLARED PEST PLANTS AND ANIMALS

7.1 The Sublessee must control pest plants and animals on the Premises during the Term in accordance with the *Land Protection (Pest and Stock Route Management) Act 2002* and any requirements of the local government in whose local government area the Premises are situated.

8. CLEARING OF VEGETATION

8.1 The Sublessee may only clear, remove or destroy any native vegetation ('clear') on the Premises if the:

(a) clearing is permitted or not prohibited by law or, if required by law, the Sublessee may under a development permit under the *Sustainable Planning Act 2009* clear; and

(b) Sublessor has given its consent to the clearing.

9. DUTY OF CARE AND ENVIRONMENT PROTECTION

9.1 The Sublessee has a responsibility for a duty of care for the Premises.

9.2 If the Lease is issued for agricultural, grazing or pastoral purposes, the Sublessee's duty of care includes the requirements of section 199(2) of the Act.

9.3 The Sublessee must use all reasonable endeavours to overcome and minimise any harmful effects on the environment arising from its use of the Premises.

10. TRANSFER, SUB-SUBLEASE OR AMENDMENT

10.1 The Sublessee may not transfer or sub-sublease this Sublease without the prior Approval of the Minister and the written consent of the Sublessor. The Parties may only amend this Sublease with the Approval of the Minister, which Approval must be endorsed on any amendment to this Sublease.

10.2 The Minister's Approval is not required for a dealing under clause 10.1 if the Sublessor or the Sublessee (as the case may be) holds an authority under section 333 of the Act which allows that dealing to be agreed to and otherwise effected without the Minister's Approval.

10.3 The transfer, sub-sublease, or amendment under clause 10.1 must be registered in the land registry, and until registered, has no force or effect.

11. NO HOLDING OVER AND OTHER DEALINGS

11.1 The Sublessee may not hold over, possess or occupy the Premises after the expiry of this Sublease.

11.2 If another clause of this Sublease (a "renewal clause") provides for an option for a new or further sublease (a "new sublease"), then, despite anything else, the renewal clause and new sublease are subject to (and must be construed as including) the following limitations:

(a) if the Sublessee otherwise complies with the renewal clause, the Sublessor:

i. must apply to the Minister for approval to a new sublease on the terms otherwise provided for in the renewal clause; and

ii. unless and until that approval is given, can not, and can not be required by the Sublessee, to confer any rights on the Sublessee to possess, occupy or use the Premises under a new sublease on the terms otherwise provided for in the renewal clause; and

(b) that the term of any new sublease does not extend past the date that is one (1) day prior to the expiry date of the Lease; and

(c) that such application by the Sublessor must be made to the Minister no later than three (3) months prior to the expiry date of this Sublease, and the Parties acknowledge that the Minister may, in respect of any such application made:

i. refuse to approve a new sublease; or

ii. approve a new sublease on the conditions the Minister considers appropriate, including, for example, that a stated mandatory standard terms document form part of the new sublease; or

iii. approve a new sublease unconditionally; and

(d) the Sublessor and Sublessee further acknowledge and agree that any renewal clause is only a contract between the Sublessor and Sublessee incidental to this Sublease, and does not and can not bind the Minister to any action or decision; and

(e) the new sublease is subject to and conditional on:

i. the Minister's written approval to the new sublease under section 332(1) of the Act;

ii. compliance with any conditions of an approval of the Minister that must be complied with before the Sublessor may lease the Premises to the Sublessee under the new sublease;

iii. registration under the Act, as required by section 335(1) of the Act, of the new sublease in the land registry.

11.3 A sublease (purportedly) granted otherwise than in accordance with the renewal clause (including the limitations in clause 11.2) has no force or effect and the Sublessee will have no further right to possession, occupation or use of the Premises on the expiry of this Sublease (subject to any other clause of this Sublease that may allow removal of improvements at the expiry of this Sublease).

11.4 For the purposes of clause 11.2, any requirement under or in respect of the renewal clause or the new sublease to obtain the Minister's approval (or to comply with any condition of a Minister's approval) only applies if the Sublessor does not hold an effective authority under section 333 of the Act to grant the new sublease.

11.5 If this Sublease includes an option for the Sublessee to purchase the Lease from the Sublessor, the relevant requirements of the Act must be satisfied, including that the Sublessee is eligible under the Act to hold the Lease and the Minister's written Approval must be given prior to any transfer of the Lease under section 322 of the Act.

12. THE MINISTER AND STATE OF QUEENSLAND NOT BOUND

12.1 The Parties may not bind or subject the Minister or the State of Queensland to any agreement, or liability for costs, fees or expenses under this Sublease.

13. INSURANCE

13.1 The Sublessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Cth) or, in any other case, to the satisfaction of the Minister, naming the Sublessee as the insured covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the Premises and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof subject to the terms and conditions of the insurance policy.

Such policy must:

(a) be for an amount of not less than twenty million dollars ($20,000,000.00) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require; and

(b) be effected on a "claims occurring" basis so that any claim made by the Sublessee under the policy after the expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions; and

(c) be maintained at all times during the currency of this Sublease, and upon receipt of any Notice of Cancellation, the Sublessee must immediately effect another public liability insurance policy in accordance with the terms of this Sublease.

13.2 The Sublessee must forward a certificate of currency to the Sublessor within 10 business days of the commencement of each respective renewal period.

13.3 Clauses 13.1 to 13.2 will be satisfied if the Sublessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund.

13.4 Clauses 13.1 to 13.2 will be satisfied if the Sublessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover.

13.5 Clauses 13.1 to 13.2 will be satisfied if the Minister approves by separate letter a replacement clause or clauses for inclusion in another document that forms part of this Sublease. For this clause 13.5 to have effect, the replacement clause or clauses must be included in that other document and the original of the letter of approval must have been lodged in the land registry with a document that forms part of this Sublease.

13.6 The Sublessee must, as soon as practicable, inform the Minister and Sublessor, in writing, of the occurrence of any event that the Sublessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and Sublessor are kept fully informed of subsequent actions and developments concerning the claim.

13.7 To remove doubt, the requirements of this clause 13 apply to any other area of the Leased Land used by the Sublessee.

14. RELEASE AND INDEMNITY

14.1 The Sublessee indemnifies and agrees to keep indemnified the Minister, the State of Queensland, and the Sublessor ("the Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this Sublease to the Sublessee or which is connected to or resulting from the Sublessee's use and occupation of the Premises (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified parties.

14.2 The Sublessee hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties, save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the release and discharge in favour of any of the other Indemnified parties.

14.3 To remove doubt, the Sublessee specifically agrees that the indemnity and release provided by the Sublessee in this clause 14 extends to any Claim (as defined by this clause 14) arising from the use of any other area of the Leased Land by the Sublessee.

15. POWER OF ATTORNEY

15.1 The Sublessee, other than if the Sublessee is the Commonwealth of Australia or the State of Queensland, appoints the Sublessor to act as the Sublessee's attorney and authorises the Sublessor to execute all such documents and to perform such acts on the Sublessee's behalf as are necessary to procure the registration of a surrender of this Sublease to the Sublessor.

15.2 The Sublessor must not use its power pursuant to this clause unless:

(a) the Sublessee has breached a term of this Sublease; and

(b) the Sublessor has given written notice of the breach to the Sublessee and has allowed the Sublessee 20 business days (or such other time as the Sublessor may allow after taking into account what needs to be done and the time required to remedy the breach) from the delivery of that written notice to remedy the breach; and

(c) the Sublessee has not remedied the breach by the expiration of the 20 business day period (or such other time as the Sublessor has allowed);

and the Sublessor is entitled to end this Sublease as provided for under this clause 15 and take possession of the Premises.

16. SURRENDER

16.1 Other than by operation by law, this Sublease may only be wholly or partly surrendered by registration in the land registry of an instrument of surrender executed by the Parties, and only with the written agreement of each registered mortgagee and registered sub-sublessee.

17. SUBLESSOR IS LIABLE

17.1 The Sublessor is liable for all the conditions to which the Lease is subject, including payment of rent on the Lease under the Act.

18. REMOVAL PERIOD

18.1 If another clause of this Sublease permits the Sublessee to remove the Sublessee's Improvements at the end of this Sublease (the "removal period"), the Sublessee during the removal period must:

(a) maintain any insurance it is required to effect under clause 13 (Insurance); and

(b) indemnify, release and discharge those persons stated in clause 14 (Release and Indemnity) to the same extent provided for under that clause 14.

END OF DOCUMENT

Application for approval of a sublease

This fact sheet explains how to apply for the Minister's approval of a sublease, and how applications are assessed under the *Land Act 1994*.

A sublease includes a 'sub sublease' (i.e. where a sublessee may sub sublease) and the information in this fact sheet applies similarly to a sub sublease.

Note: there is no provision in the Land Act for a sub sublease to be further sublet.

Who can sublease?

A lease issued under the Land Act may be sublet only:

- if the Minister has given written approval to the sublease or the leaseholder holds an appropriate general authority to sublease
- to a person who is eligible to hold the sublease under the Land Act.

Subleases must be consistent with the purpose and conditions of the Land Act lease.

If a lease is sublet (either in whole or part), the sublease must be registered in the Queensland Land Registry. The leaseholder continues to be liable for all the lease conditions.

A sublease must not be for more than the balance of the lease term, less one day. The commencement date stated in the *Land Registry Form 7—lease/sublease* is unable to be a date earlier than the Minister's written approval to the sublease.

Note: The commencement date is subject to clause 4 of Department of Natural Resources and Mines (DNRM) registered mandatory standard terms document under dealing No. 713040803.

When a lease may not be sublet

A leaseholder may not sublease if the Land Act prohibits subletting or the lease contains a condition specifically prohibiting subletting.

A lease for development purposes issued under the repealed *Land Act 1962* is not able to be sublet.

Subleasing is not supported for the following:

- over part of a lease for tourism purposes or over a national park, unless the sublease is to be over part of a building complex e.g. a newsagency, kiosk/shop or tourist-related activity
- for other leases that require specific development until the required development is finalised by the leaseholder.

It is important that applicants read the following DNRM notification—available from the website www.dnrm.qld.gov.au:

- PUX/952/104 Requirements for Minister's Approval to Sublease

Conditions of subleases

The conditions of a sublease are to include a clause regarding resolution of disputes between leaseholder and the sublessee.

DNRM's approval of a sublease will include a requirement that the department's mandatory standard terms document forms part of the sublease.

Mandatory standard terms document

A mandatory standard terms document for a sublease—outlining DNRM's conditions of a sublease—has been registered as dealing No. 713040803 in the Land Registry.

Any other document forming part of a sublease needs to reference the mandatory standard terms document and should not include any clauses conflicting with, or provided for, in the mandatory standard terms document.

Another document forming part of a sublease may add to a right or obligation in the mandatory standard terms document providing there is not conflict.

Further, definitions in any other document forming part of a sublease should not conflict with the definitions in the mandatory standard terms document (the same definitions need to be used). Definitions in addition to those in the mandatory standard terms document may be included.

Note: The mandatory standard terms document does not apply to a sub sublease or a sublease over a State lease over a reserve, but should be used as the guide for DNRM's requirements for these dealings.

How to apply

To apply for a sublease (including a sub sublease), you must submit:

- PART A—Contact and land details (form LA00) and Part B—Application for approval of a sublease (form LA28), with both parts A and B completed; and
- the prescribed application fee (if applicable)
- any additional attachments (as requested).

Applications can be submitted at a Department of Natural Resources and Mines (DNRM) Business Centre (preferably the one nearest to which the land is located). For details of your nearest centre call 13 QGOV (13 74 68).

If all parts of the form are not completed, or additional information is needed, the application may be returned for completion- this may delay the process.

Application considerations

The following will be considered during the assessment to determine iif the sublease is appropriate, consistent with the purpose and conditions of the lease:

- use relevant DNRM policies, procedures and guidelines
- seek the views of stakeholders (e.g. other State government agencies and local government authorities)
- consider native title issues.

A DNRM officer may also inspect the land to assist in the assessment of the application.

Notice of the decision

Written notice of the outcome of the application will be provided once the investigation is completed.

The Minister may grant approval 'in principle' for a sublease. The approval may be subject to conditions.

The leaseholder (proposed sublessor) may appeal against the Minister's decision.

Registering a sublease

DNRM's approval for a sublease will be provided to the applicant on *Land Registry Form 18—general consent.*

All subleases must be registered in the land registry.

© State of Queensland, Department of Natural Resources and Mines, 2013.

Amending a sublease lease

Any amendment, subletting or transfer of the sublease is subject to DNRM's written approval, unless the leaseholder holds an appropriate general authority to sublease.

Although a registered sublease may be amended by registering an amendment of sublease, an amendment may not:

- increase or decrease the area subleased
- add or remove a party to the sublease
- increase the term of the sublease.

Further information

For more information on subleases, contact your nearest department business centre.

For details of your nearest centre call 13 QGOV (13 74 68).

© State of Queensland, Department of Natural Resources and Mines, 2013.

State land application fees – payment options

Fees for applications made under the *Land Act 1994* are prescribed fees and are listed in the Land Regulation 1995 and are payable at the time of making an application, current fees are available from your local business centre or from the department's website - http://www.nrm.qld.gov.au/land/state/application_forms.html

Fees are subject to change and are reviewed annually.

Payment methods

Payments may be made:

- Cheque (to be made payable **to 'Department of Natural Resources and Mines'** and marked **'Not Negotiable'**)
- Cash (is only a payment option when paying in person)
- EFTPOS (payment facilities may vary between offices – contact your local business centre in advance)
- Credit card (payment by credit card only accepted when paying in person, over the phone, by facsimile or by Australia Post mail). Contact your business centre for more information if required).

Payment by credit card

Please indicate the method of payment for the attached application.

Charge this payment to my (tick appropriate box). **Please print clearly.**

- ☐ Visa
- ☐ Mastercard
- ☐ American Express

Amount of payment $ _____ . ____

Card number _____ _____ _____ _____

Expiry date ____ / ____

Cardholder's name _____

Cardholder's signature _____

Phone No. _____ Date ____ / ____ / ____

This form can be completed on screen.

Note - this payment form must be submitted with the application form when the payment method is by credit card.

(4) If a local government is the trustee it may—

(a) make local laws for the trust land under the *Local Government Act 2009* or the *City of Brisbane Act 2010*; and

(b) adopt a model by-law.

(5) If a local government adopts a model by-law, it must follow the procedure under the *Local Government Act 2009* for adopting a model local law when it adopts the model by-law.

(6) A local law made under subsection (4)(a) must not be inconsistent with this Act.

(7) A trustee other than a local government, in the way prescribed under the regulations, may adopt as its by-laws all or any of the model by-laws.

(8) A model by-law has no effect unless it is adopted in the prescribed way.

(9) In a proceeding, a copy of a public notice about the adoption of a model by-law is—

(a) evidence of the information in the notice; and

(b) evidence that the model by-law had been properly adopted.

Division 7 Trustee leases and trustee permits

57 Trustee leases

(1) A trustee may lease all or part of the trust land if the trustee first obtains the Minister's written 'in principle' approval to the lease.

(2) The Minister's approval may include conditions, including, for example, that a stated mandatory standard terms document must form part of the lease.

(3) Despite subsections (1) and (2) a trustee may, without the Minister's approval, grant a trustee lease (construction) or a

trustee lease (State or statutory body) over all or part of the trust land.

(4) A ***trustee lease (construction)*** is a lease of trust land to the State for the construction of transport infrastructure and the provision of transport services on the trust land.

(5) A ***trustee lease (State or statutory body)*** is a lease of trust land if all of the following apply—

(a) the trustee of the trust land is the State or a statutory body;

(b) a stated mandatory standard terms document forms part of the lease;

(c) the purpose of the lease is consistent with the purpose for which the trust land was reserved or granted in trust;

(d) if a management plan for the trust land is registered under section 48—the lease is consistent with the management plan.

(6) A trustee lease (construction) may be granted even if its purpose is inconsistent with the purpose for which the trust land was reserved or granted in trust.

(7) Each trustee lease must be registered in the appropriate register.

(8) This section does not authorise the construction of works under a trustee lease (construction) before the lease is registered.

(9) Each trustee lease, other than a trustee lease (construction) or trustee lease (State or statutory body), must be endorsed with the Minister's approval before it is registered.

(10) If the trustee lease is for only part of the trust land, the appropriate form for the trustee lease must also include—

(a) a sketch plan the chief executive is satisfied identifies the land being leased; or

(b) if required by the chief executive—a plan of survey identifying the land being leased.

(11) However, the chief executive may allow the land being leased to be identified by a description alone if the chief executive is satisfied the land is adequately identified by the description.

Note—

This section and other provisions of this division do not apply in relation to leasing Aboriginal trust land as defined under the *Aboriginal Land Act 1991* or Torres Strait Islander trust land as defined under the *Torres Strait Islander Land Act 1991*. See the *Aboriginal Land Act 1991*, part 5F and the *Torres Strait Islander Land Act 1991*, part 5B.

57A Amending a trustee lease

(1) A registered trustee lease may, with the Minister's approval, be amended by registering an amendment of the trustee lease.

(2) However, the Minister's approval is not required if the lease is—

(a) a trustee lease (construction); or

(b) a construction trustee sublease; or

(c) a trustee lease (State or statutory body); or

(d) a sublease of a trustee lease (State or statutory body).

(3) Also, the document of amendment must not—

(a) increase or decrease the area leased; or

(b) add or remove a party to the lease; or

(c) increase the term of the lease.

58 Other transactions relating to trustee leases

(1) A trustee lessee may transfer, mortgage or sublease a trustee lease if the trustee lessee first obtains the written approval of the Minister and the trustee to the transaction.

(2) However, the Minister's approval is not required if—

(a) the trustee has a written authority under section 64; or

Note—

Under section 64, the Minister may give a trustee a standing authority to sublease.

(b) the lease is a trustee lease (State or statutory body).

(3) The Minister and the trustee's written approvals may include conditions, including, for example, in the case of a proposed sublease, that a stated mandatory standard terms document must form part of the sublease.

(4) Despite subsections (1) and (3)—

(a) the State as the lessee trustee lease (construction) may, without the trustee's or Minister's approval, sublease (a ***construction trustee sublease***) all or part of the lease land to someone else for the purposes mentioned in section 57(4); and

(b) the sublessee may further sublease the land the subject of the sublease.

(5) A construction trustee sublease may be granted even if its purpose is inconsistent with the purpose for which the trust land was reserved or granted in trust.

(6) If the Minister refuses to approve the transfer, mortgage or sublease, notice of the Minister's decision and the reasons for the decision must be given to the trustee lessee.

(7) A trustee lessee may appeal against the Minister's decision.

(8) All or part of a trustee lease or a sublease of a trustee lease may be surrendered only if each registered mortgagee and registered sublessee of the interest being surrendered has given written agreement to the surrender.

(9) Each transaction must be registered in the appropriate register.

(10) This section does not authorise the construction of works under a construction trustee sublease before the sublease is registered.

(11) Section 342 applies, with necessary changes, to the release of a mortgage of a trustee lease or sublease of a trustee lease.

59 Basis of Ministerial approval

(1) The Minister may approve a trustee lease or transaction under sections 57 and 58 only if the trustee lease or transaction—

(a) would be consistent with the purpose for which the land was reserved or granted in trust; and

(b) would facilitate or enhance the purpose for which the land was reserved or granted in trust.

(2) Despite subsection (1), the Minister may approve a trustee lease or a sublease for a purpose inconsistent with the purpose for which the trust land was dedicated or granted only if—

(a) the lease or sublease would not diminish the purpose; and

(b) all further improvement built or placed by the lessee on the part of the trust land that is leased or subleased are first approved by the Minister.

60 Trustee permits

(1) A trustee may issue a trustee permit for the use of all or part of trust land.

(2) A trustee permit must not be inconsistent with the community purpose of the trust land and the requirements prescribed under a regulation.

(3) If a trustee permit is for more than 1 year, the trustee must lodge a copy of the permit for registration in the appropriate register.

(4) A trustee permit must not be for more than 3 years.

(5) If there is a registered mandatory standard terms document that applies generally to trustee permits—

(a) a trustee must not issue a trustee permit under this section unless the standard terms document forms part of the trustee permit; and

(b) the trustee permit is of no effect if the document does not form part of the trustee permit.

(6) Subsection (5) applies to a trustee permit whether or not it is required to be registered.

61 Conditions on trustee leases and trustee permits

(1) A trustee lease or sublease must not be for more than 30 years.

(2) However, a trustee lease or sublease may be for up 100 years if—

(a) the lease or sublease is for land the subject of an operational deed of grant in trust; and

(b) the purpose of the lease or sublease is development that, in the opinion of the Minister—

(i) will have a significant impact on the economic and social development of a locality or region; and

(ii) is necessary to support existing or proposed infrastructure that provides, or will provide, services to the community.

Example of a purpose for paragraph (b)—

construction of buildings at, or an upgrade of, an airport in a regional area

(3) A trustee lease or sublease must not contain a covenant, agreement or condition—

(a) to renew the lease; or

(b) to convert to another form of tenure (including freehold); or

(c) to buy the land.

(4) It is a condition of every trustee lease, sublease and trustee permit that the lessee, sublessee or permittee holds the lease, sublease or permit so that the land may be used for the purpose for which it was reserved or granted in trust without undue interruption or obstruction.

(5) The condition mentioned in subsection (4) does not apply to a construction trustee lease or to a building permitted to be built on the land.

(6) In this section—

operational deed of grant in trust means a deed of grant in trust that was granted under the repealed Act for a public purpose that is not a community purpose under this Act.

62 Grouping trust land

(1) The chief executive, if asked by a trustee, may approve the grouping of trust land, with the same or complementary purposes, under the control of the trustee.

(2) A grouping may be approved only if the chief executive is satisfied the grouping will enhance the financial and general management of the trust land sought to be grouped.

(3) The chief executive may cancel an approval to group trust land.

(4) If an approval is cancelled, the trust lands are no longer grouped.

63 Rent to be charged

(1) A trustee may keep the rent paid under a trustee lease or trustee permit.

(2) The rent must be the most appropriate rent having regard to the use and the community benefit and purpose of the trustee lease or trustee permit.

(3) Unless the Minister first gives written approval, rent received from a trustee lease or trustee permit over trust land must be spent on the maintenance or enhancement of the trust land or grouped trust land.

(4) Subsection (3) does not apply if the trustee is—

(a) the State; or

(b) a statutory body prescribed under a regulation.

64 Minister may dispense with approval

(1) If the Minister considers it appropriate, the Minister may give a relevant person a written authority dispensing with the need to obtain the Minister's approval for relevant leases.

(2) If the Minister gives an authority, a relevant lease must be consistent with the purpose of the trust land and the requirements prescribed under a regulation.

(3) The Minister, by notice, may withdraw the authority.

(4) A relevant person may apply for approval to lease, sublease or sub-sublease trust land even if an authority is in force.

(5) If there is a registered mandatory standard terms document that applies generally to relevant leases—

(a) a relevant person must not lease, sublease or sub-sublease trust land unless the standard terms document forms part of the relevant lease; and

(b) the relevant lease is of no effect if the document does not form part of the relevant lease.

(6) Also, if there is a registered mandatory standard terms document that applies to a stated type of relevant lease—

(a) a relevant person must not issue a relevant lease of the stated type unless the standard terms document forms part of the relevant lease; and

(b) the relevant lease is of no effect if the document does not form part of the relevant lease.

Examples of stated types of relevant lease—

a lease for a particular purpose or a lease relating to land in a particular area

(7) In this section—

relevant lease means—

(a) a trustee lease; or

(b) a sublease of a trustee lease; or

(c) a sub-sublease of a sublease of a trustee lease.

relevant person means—

(a) a trustee; or

(b) a lessee under a trustee lease; or

(c) a sublessee under a sublease of a trustee lease.

65 Cancellation of a trustee lease or trustee permit

(1) A trustee may cancel a trustee lease or trustee permit if the lessee or permittee does not comply with the conditions of the lease or permit.

(2) The Minister may also cancel a trustee lease or trustee permit if—

(a) the lessee or permittee does not comply with the conditions of the lease or permit; or

(b) the Minister is satisfied cancellation would be in the public interest.

(3) If a trustee lease or trustee permit is cancelled, no person has a right to a claim for compensation.

(4) Every cancellation of a trustee lease or trustee permit must be registered in the appropriate register.

66 Right to remove improvements on cancellation

(1) If a trustee lease or trustee permit is cancelled by the trustee, the trustee may allow the trustee lessee or trustee permittee to remove the trustee lessee's or trustee permittee's improvements on the land within a reasonable time stated by the trustee.

(2) If a trustee lease or trustee permit is cancelled by the Minister, the Minister may allow the trustee lessee or trustee permittee to remove the trustee lessee's or trustee permittee's

improvements on the land within a reasonable time stated by the Minister.

(3) If the improvements are not removed within the stated time, they become the property of the trustee.

Division 8 Mortgaging trust land

67 Power to mortgage trust land

(1) A trustee of a reserve must not mortgage the reserve.

(2) A trustee of a deed of grant in trust, issued before the commencement of this Act, may mortgage the deed of grant in trust.

(3) A trustee may also mortgage a deed of grant in trust issued after the commencement if the deed—

(a) was issued because of a surrender under section 358 and the deed being surrendered was issued before the commencement; or

Note—

Section 358 allows a registered owner or trustee to surrender land in certain circumstances in exchange for a new deed.

(b) was issued under section 493.

Note—

Section 493 deals with the automatic issue of new tenures under this Act.

(4) Despite subsections (2) and (3), a trustee may mortgage a deed of grant in trust only if the Minister has approved the mortgage.

(5) The Minister's approval may be subject to conditions.

(6) Amounts raised by mortgaging trust land must be used on the trust land and for the purpose for which the trust was granted.

68 Mortgagee in possession

(1) If a trustee defaults under a mortgage over a deed of grant in trust, the mortgagee must give the Minister 28 days notice of the mortgagee's intention to exercise its powers under the mortgage.

Maximum penalty—5 penalty units.

(2) A mortgagee must not sell a deed of grant in trust until payment has been made to the State of the amount of the unimproved value of the land on the day the notice was given under subsection (1).

(3) However, the Minister may allow a sale of the deed of grant in trust to proceed before payment of the amount of the unimproved value of the land is made, if the mortgagee gives the Minister security or an undertaking, to the Minister's satisfaction, that payment of the amount will be made on completion of the sale.

69 What is the unimproved value

(1) The Minister must decide the unimproved value.

(2) The unimproved value must be calculated as if the land were not restricted by the trust.

(3) The mortgagee may appeal against the Minister's decision.

70 Sale by mortgagee in possession

(1) If a mortgagee complies with section 68, the mortgagee may sell the deed of grant in trust.

Note—

Section 68 is about the notice a mortgagee in possession must give before exercising powers under the mortgage.

(2) The mortgagee must first offer the deed of grant in trust for sale by public auction.

(3) The deed of grant must not be offered for sale by public auction until at least 28 days after the mortgagee has published a notice, in the newspaper that has the largest circulation in the locality of the land, that the land is for sale.

(4) The mortgagee is authorised to sign a surrender of the deed of grant in trust.

71 Effect of sale

When the land is sold—

(a) the trust is at an end; and

(b) all appointments of trustees are cancelled from the day the land is sold; and

(c) the buyer is entitled to have a new deed of grant issued in the buyer's name and released from the trust but subject to other registered encumbrances that have not been released; and

(d) the Minister may appoint a person under section 74 to sell other property or assets of the trust.

Editor's note—

Section 74 is about how the Minister appoints a liquidator to wind up the affairs of a trust.

72 Disposal of sale price

Anything remaining after the following amounts have been paid must be paid to the State—

(a) the amount of the unimproved value of the deed of grant in trust;

(b) the amount of the mortgage debt;

(c) the expenses incurred in selling the land;

(d) all other reasonable deductions.

Division 9 Winding up trusts of trust land

73 Application of division

This division applies to trusts of trust land.

74 Minister may start winding up

(1) The Minister, by gazette notice (the ***liquidation notice***), may appoint a person (the ***liquidator***) to wind up the affairs of a trust if—

(a) the dedication of a reserve is revoked; or

(b) a deed of grant in trust is cancelled; or

(c) a deed of grant in trust is sold by a mortgagee in possession.

(2) The Minister must—

(a) give a copy of the liquidation notice to every person who has a registered interest in the trust land; and

(b) advise every trustee lessee and trustee permittee of the trust land of their rights to remove their improvements from the trust land.

75 Property vests in liquidator

(1) All the property of the trust and all the trustee's powers and obligations that, immediately before the day the liquidation notice was published, were vested in the trustee, or someone else for the trustee, vest in the liquidator.

(2) However, a trustee lessee or trustee permittee may remove their improvements from the land if—

(a) the trustee lease or trustee permit gave the trustee lessee or trustee permittee the right to remove the improvements at the expiry of the lease; and

(b) the trustee lessee or trustee permittee removes the improvements within 28 days after the liquidation notice was published.

(3) To remove any doubt, it is declared that trust land is not part of the property of a trust.

76 Sale of trust assets

(1) The liquidator must sell all the trust property and apply the proceeds of the sale towards payment of—

(a) firstly, the costs and expenses of the winding-up; and

(b) secondly, the amount owing to any mortgagee (other than a mortgagee under section 70) or, if more than 1 mortgagee, according to their priorities; and

Note—

Section 70 is about how a mortgagee in possession can sell a deed of grant in trust.

(c) thirdly, the debts and obligations of the trust.

(2) If an amount remains, the liquidator must pay the amount to the State for disposal as the Minister considers appropriate.

77 Trustees to help in winding-up

The trustees of the trust, and anyone else materially affected by the winding-up, must do all things necessary to help the winding-up.

Maximum penalty—5 penalty units.

78 Winding-up may continue after revocation, cancellation or sale

The liquidator may continue to wind up the trust even if the—

(a) dedication of the reserve has been revoked; or

(b) deed of grant in trust has been cancelled; or

(c) trust land has been sold by the mortgagee in possession.

Division 10 Cemeteries

79 Cemetery registers

(1) The trustee of trust land for cemetery purposes must keep a register of all burials in the cemetery.

(2) The trustees must make the register available for public inspection at all reasonable times.

(3) If a trust for cemetery purposes is wound up, the register must be sent to the State archivist and held for public access.

80 Trustee may remove structures

(1) A trustee may repair or remove structures, monuments or tombstones from a cemetery if the repair or removal is necessary for public health and safety.

(2) Subsection (1) is subject to the *Queensland Heritage Act 1992*.

81 Application to close or reopen cemetery

(1) The trustee of trust land for cemetery purposes may ask that a cemetery be closed to further burials.

(2) If the Minister is satisfied the cemetery should be closed, the Minister may close the cemetery by gazette notice.

(3) Subsection (2) does not affect a right to be buried in the cemetery if the right existed at the time of the closure.

(4) If asked by the trustees, the Minister, by gazette notice, may reopen the cemetery for burials.

(5) A cemetery that was closed under an Act that has been repealed may be reopened under this Act.

GOV 4 12.2013

OVERDUE RATES & CHARGES

File: *12 – Financial Management*
Responsible Officer: *Les Hotz – Director of Corporate Services*
Report prepared by: *John O'Brien – Senior Finance Officer*

1 PURPOSE OF REPORT

The purpose of this report is to inform Council of efforts being made to recover overdue rates and charges.

2 INTRODUCTION/BACKGROUND

Council has substantial overdue rates and charges outstanding and in an endeavour to recover same, a Senior Finance Officer and support personnel have been appointed to achieve a recovery of these funds.

It is recognised that once an individual falls behind with payments, it becomes a task to budget to allocate the required finances to meet all commitments. It is not the intention to use threatening tactics to force a sale of any land or property, but rather to encourage ratepayers who have a history of inability to pay to provide a budget and payment system.

However, in the event of ratepayers who fail to cooperate with Council Officers or who do not respond to assistance provided a harder line of recovery will then be employed.

3 CORPORATE/OPERATIONAL PLAN

In accordance with Outcome 5 – Governance, 5.5 – Transparency and Performance, 5.5.1 – Review and implement levels of transparency and accountability.

4 POLICY IMPLICATIONS

General Policy 230 – Rate Recovery

5 STATUTORY REQUIREMENTS

Local Government Act Queensland 2009.
Local Government Regulation 2012.

6 FINANCIAL IMPLICATIONS

The recovery of overdue rates and charges will improve Council's cash position.

7 RISK MANAGEMENT

Process will be undertaken with legal advice strictly in accordance with legislation provisions.

8 CONSULTATION

Reminder letters dated 27 November 2013 were posted on the 28 November 2013 to (413) ratepayers.

Follow up telephone calls and further correspondence will be provided on a consistent process to recover outstanding debts.

To the date of this report there are currently 301 ratepayers on payment arrangements with Council.

9 OPTIONS FOR COUNCIL TO CONSIDER

Consider this report as information.

10 OFFICER'S COMMENTS/CONCLUSION

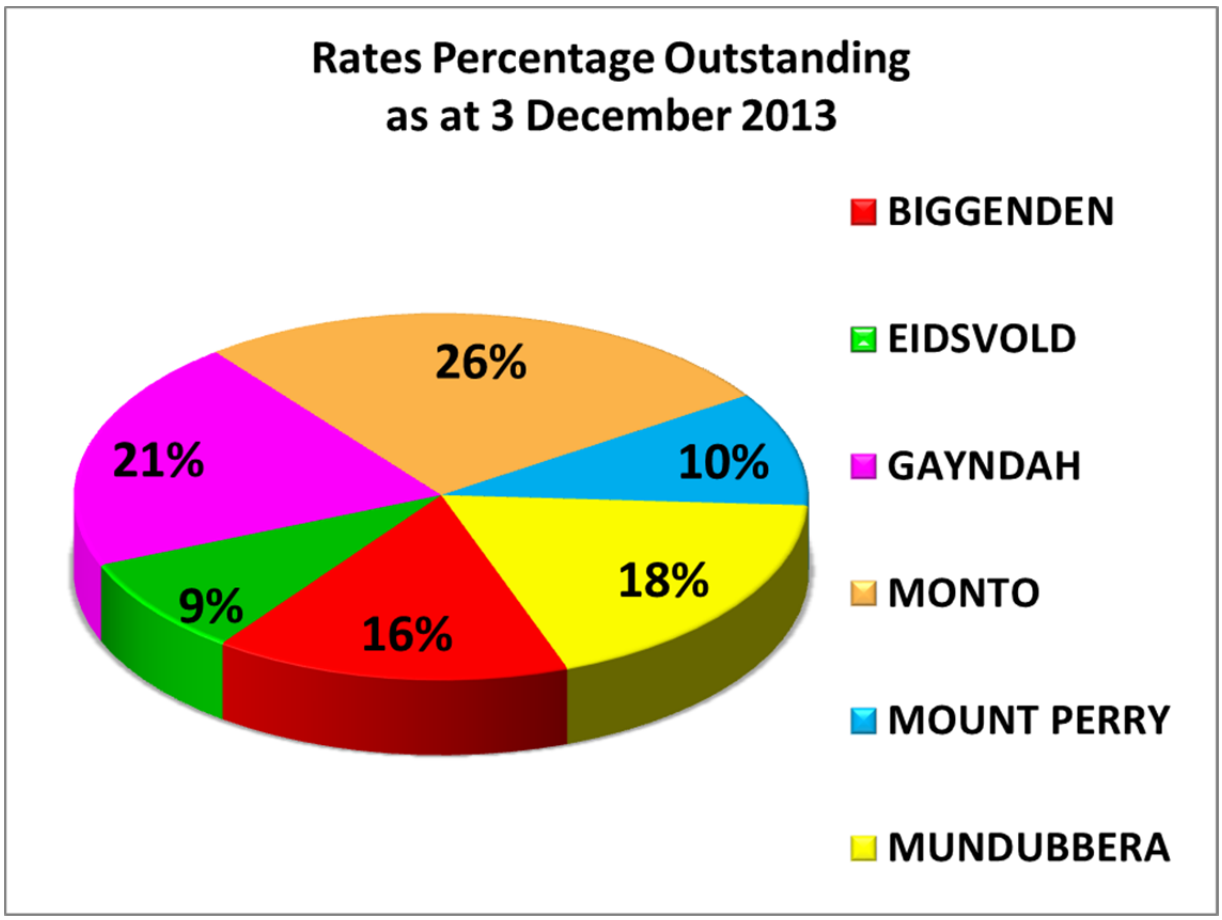
It is a proven fact that once an individual becomes overwhelmed with debt he or she either forgets the problem or is overcome with the problem. The intention is to provide encouragement for payment of same and to ensure a consistent and persistent approach is maintained within this recovery process.

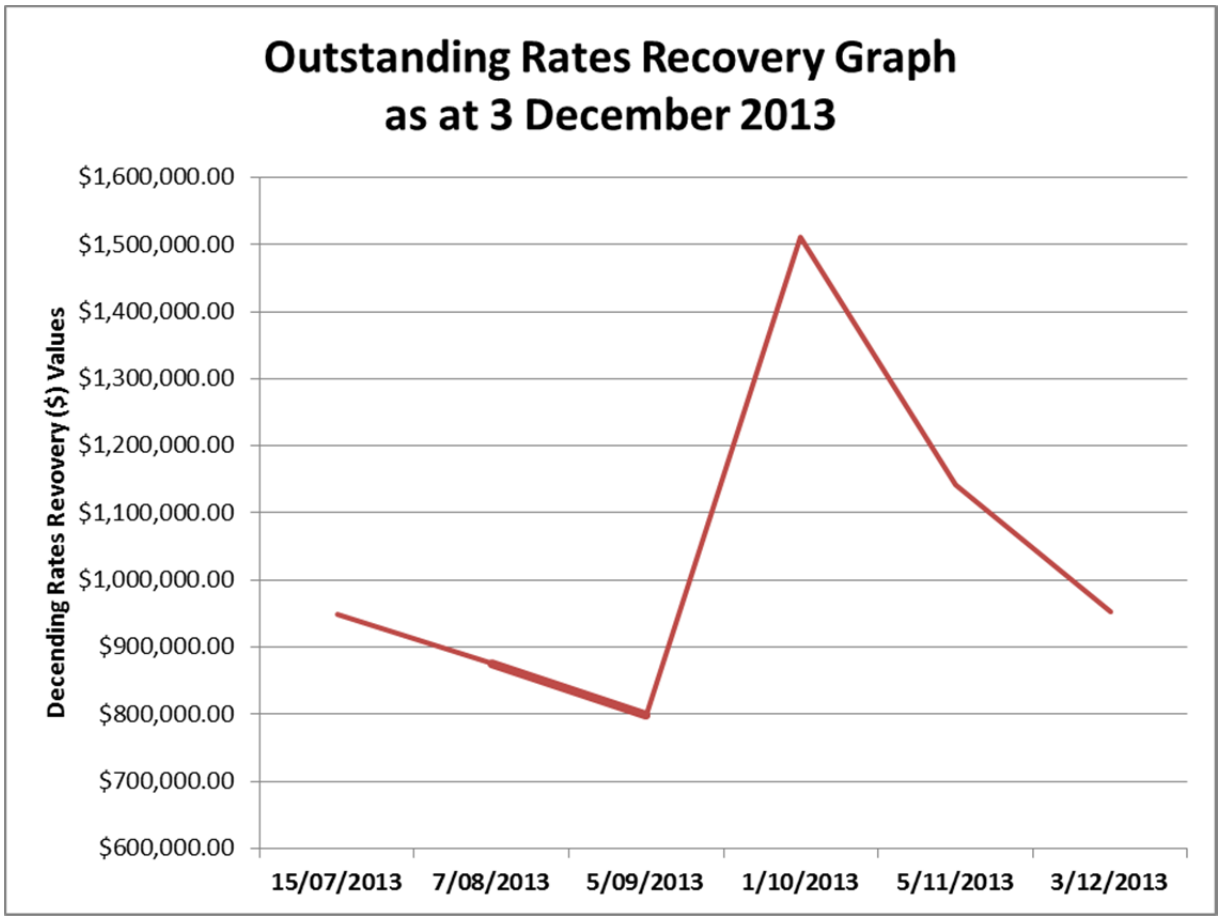
Support personnel assist and encourage ratepayers to commence a direct debit agreement by making regular payments.

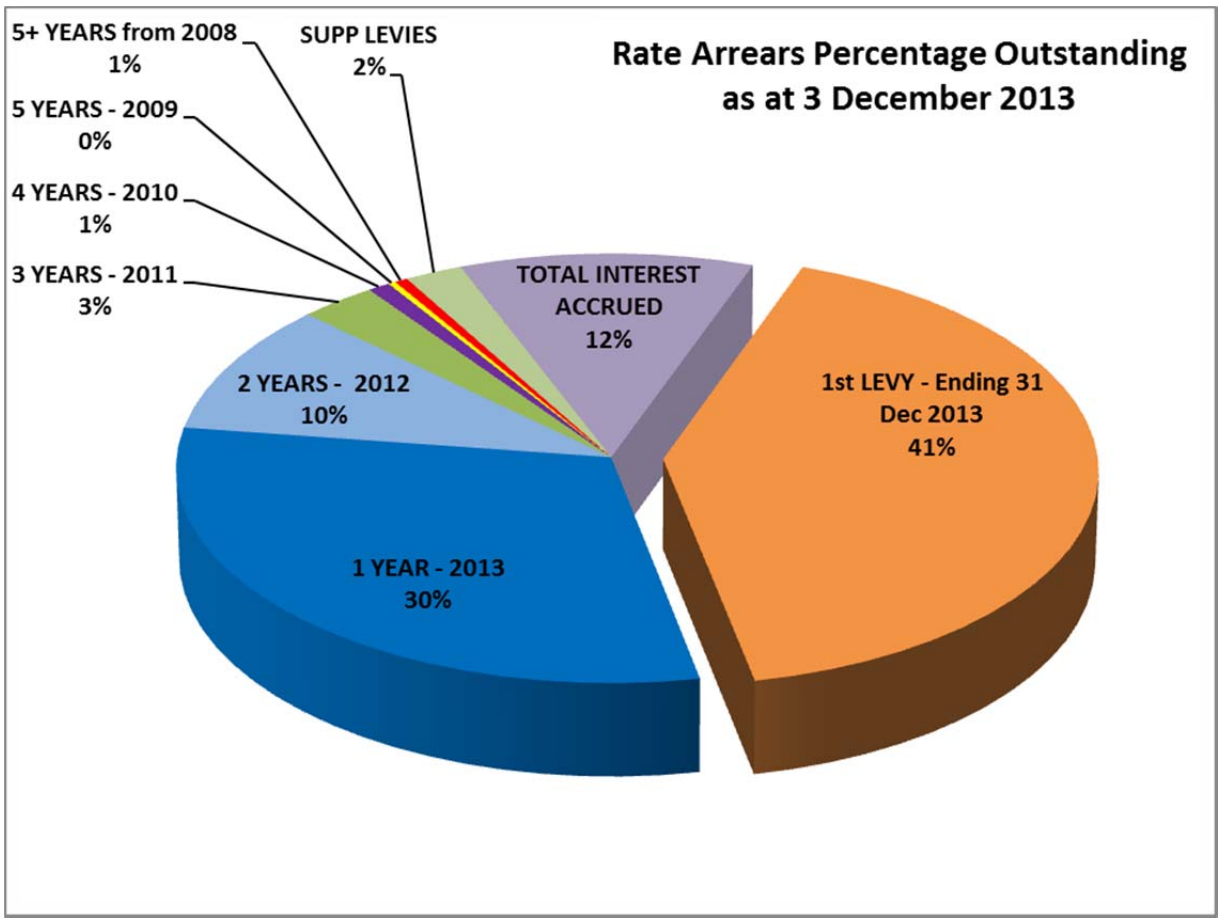
A report, including graphs, detailing a list of arrears outstanding and ratepayers' balances, shown by each community, to demonstrate the decline in funds as payments are received, will be presented to Council's General meeting for the quarters ending September, December, March and June.

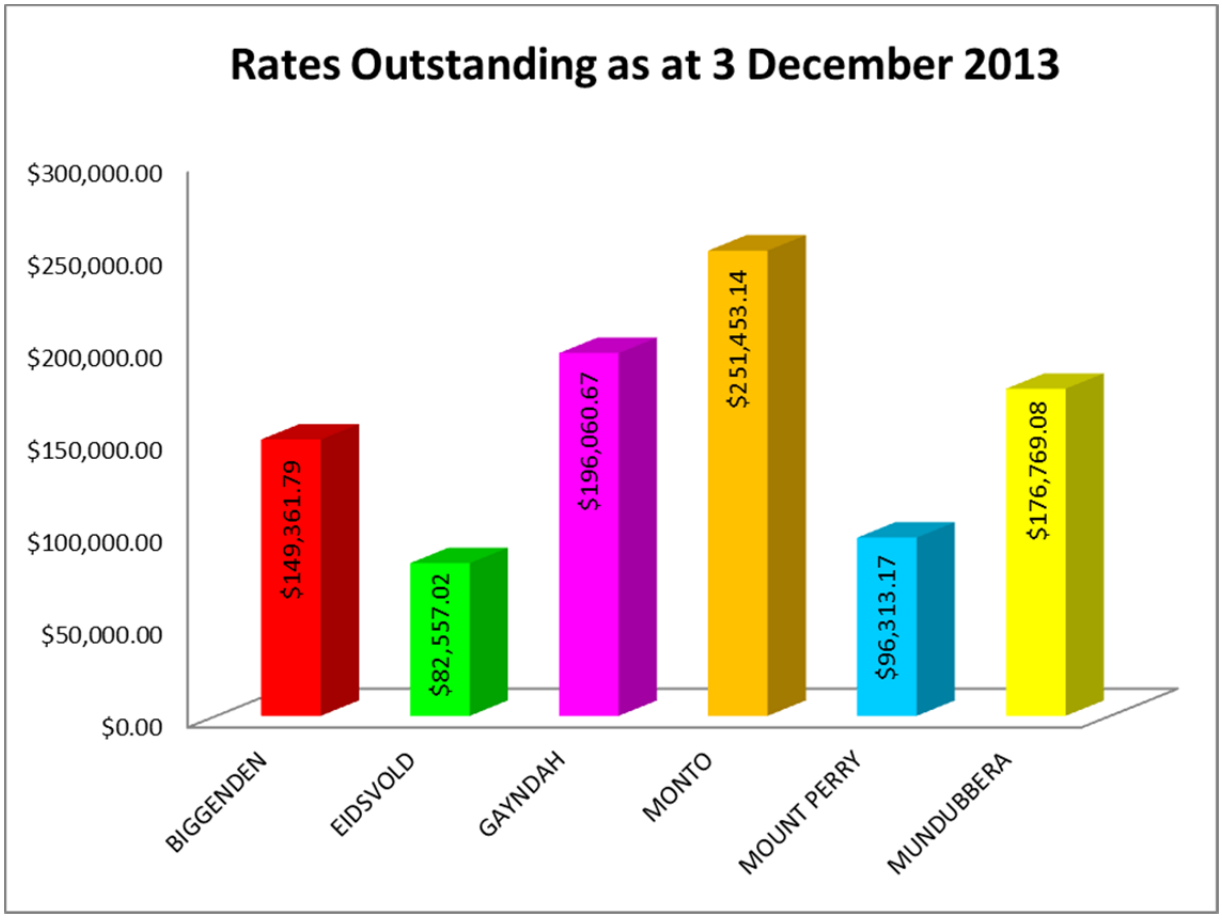
11 ATTACHMENTS

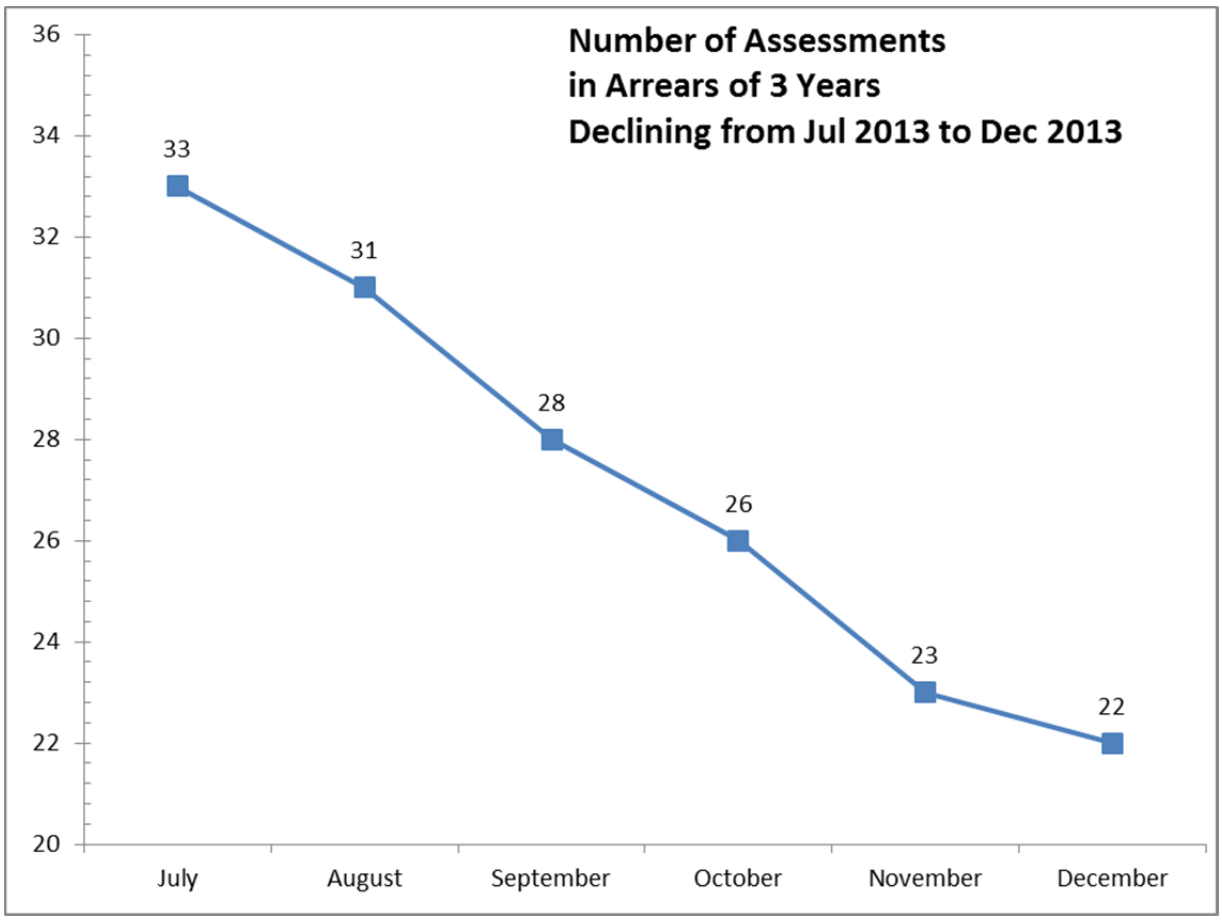
Refer to attached Graph for declining balances and number of assessments in arrears of one (1), two (2) and three (3) years. Decreasing the number of these assessments has reduced the number of ratepayers progressing to sale of land proceedings; this in turn reduces Council's expenses on debt recovery legal requirements.

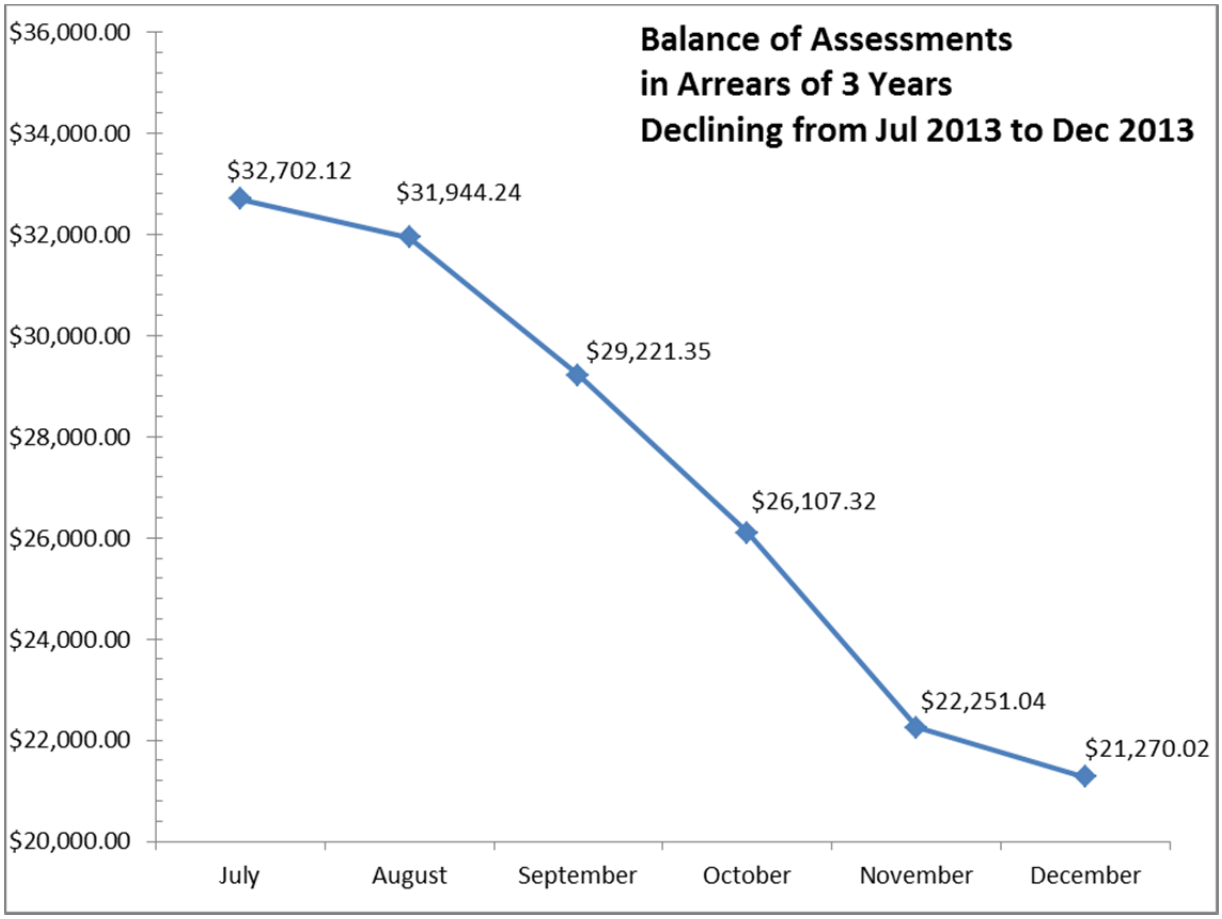

Rates Percentage Outstanding
as at 3 December 2013
26%
10%
21%
18%
9%
16%
BIGGENDEN
EIDSVOLD
GAYNDAH
MONTO
MOUNT PERRY
MUNDUBBERA

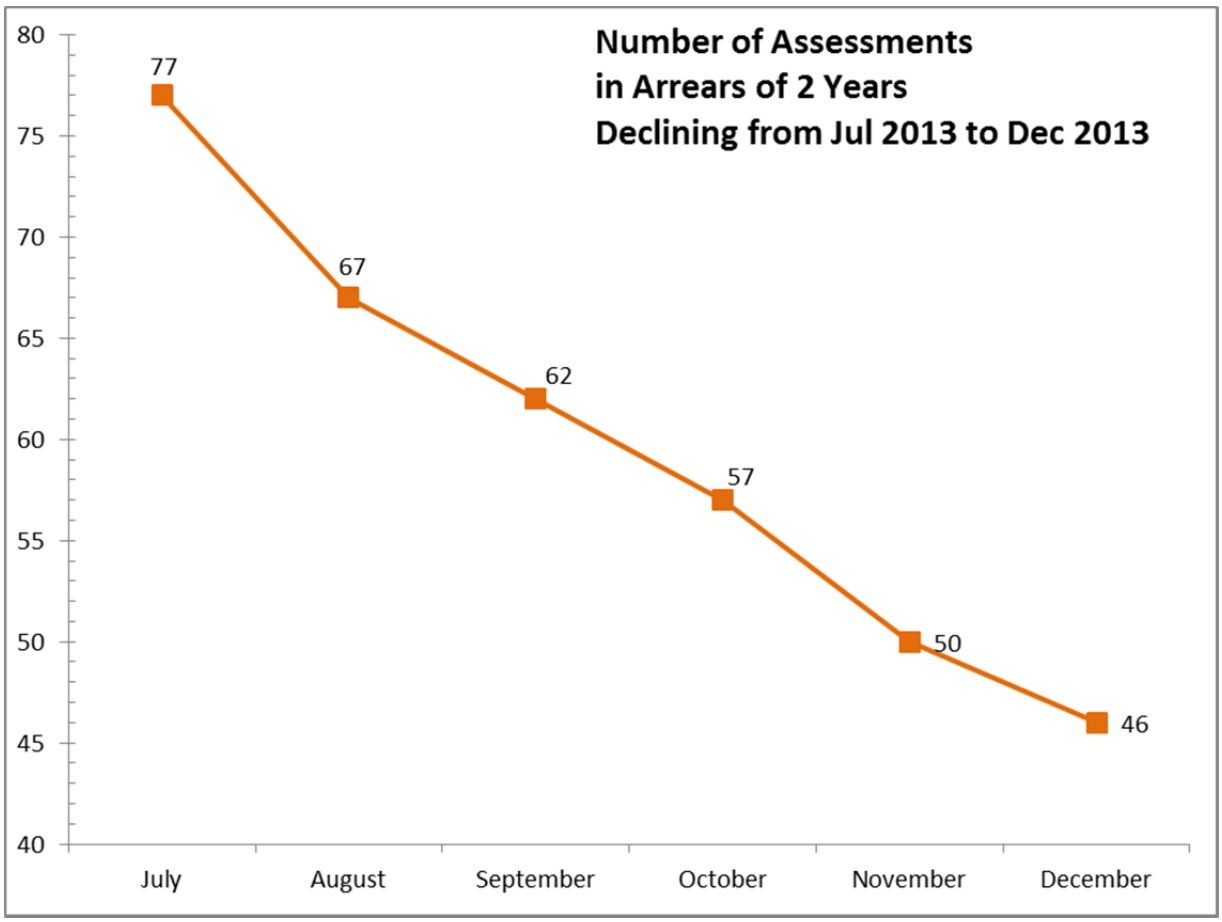

Outstanding Rates Recovery Graph
as at 3 December 2013
Decending Rates Revovery ($) Values
$1,600,000.00
$1,500,000.00
$1,400,000.00
$1,300,000.00
$1,200,000.00
$1,100,000.00
$1,000,000.00
$900,000.00
$800,000.00
$700,000.00
$600,000.00
15/07/2013
7/08/2013
5/09/2013
1/10/2013
5/11/2013
3/12/2013

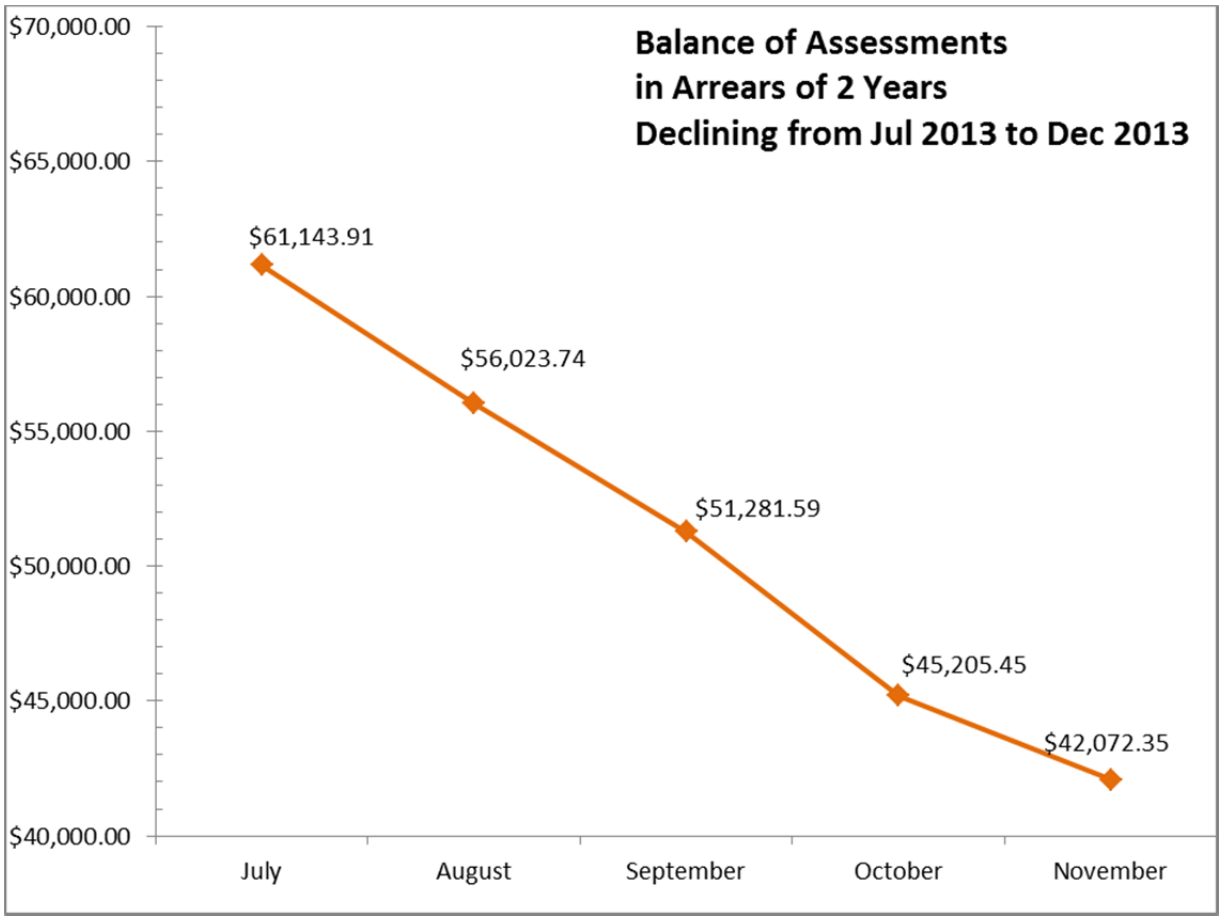

Rate Arrears Percentage Outstanding as at 3 December 2013
5+ YEARS from 2008 1%
SUPP LEVIES 2%
5 YEARS - 2009 0%
4 YEARS - 2010 1%
3 YEARS - 2011 3%
TOTAL INTEREST ACCRUED 12%
2 YEARS - 2012 10%
1st LEVY - Ending 31 Dec 2013 41%
1 YEAR - 2013 30%

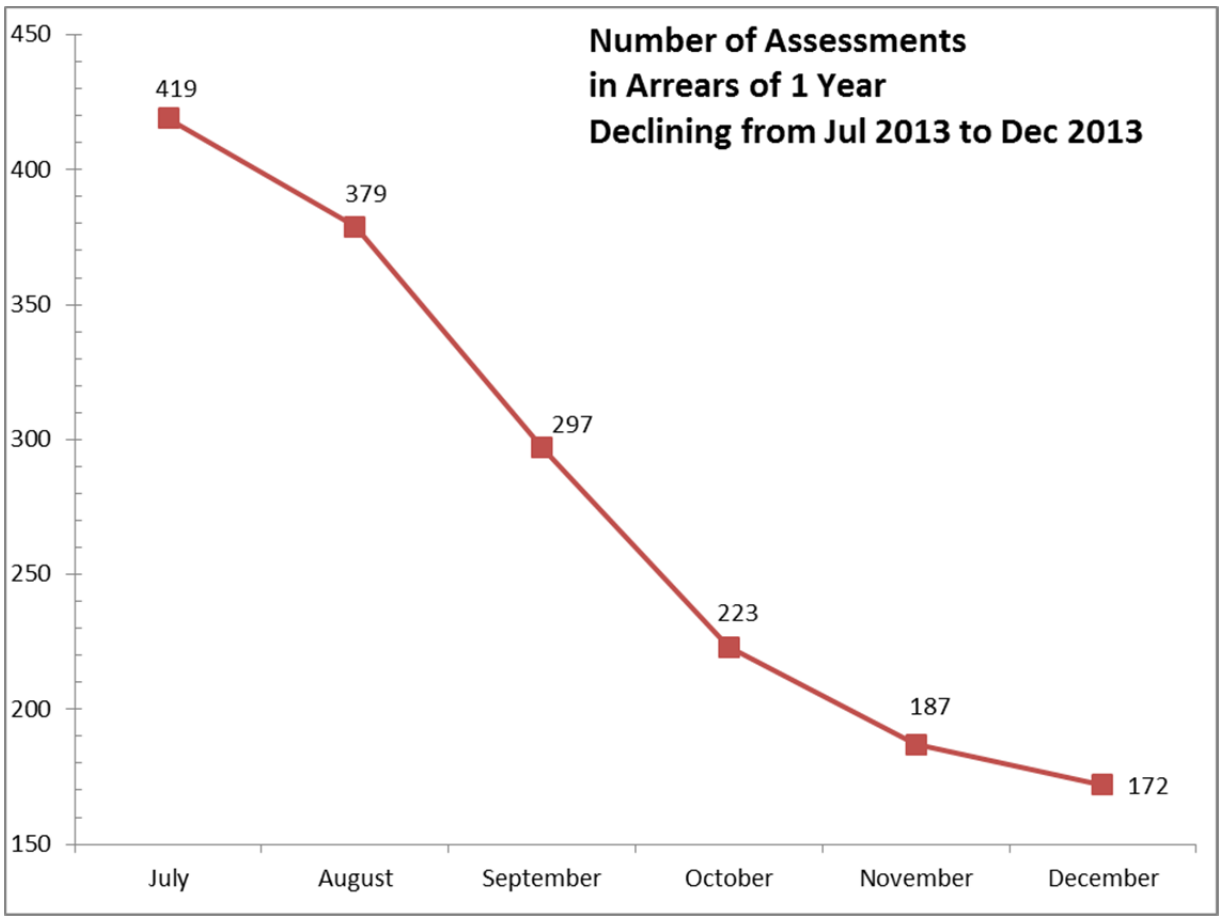

Rates Outstanding as at 3 December 2013
$300,000.00
$250,000.00
$200,000.00
$150,000.00
$100,000.00
$50,000.00
$0.00
$149,361.79
$82,557.02
$196,060.67
$251,453.14
$96,313.17
$176,769.08
BIGGENDEN
EIDSVOLD
GAYNDAH
MONTO
MOUNT PERRY
MUNDUBBERA

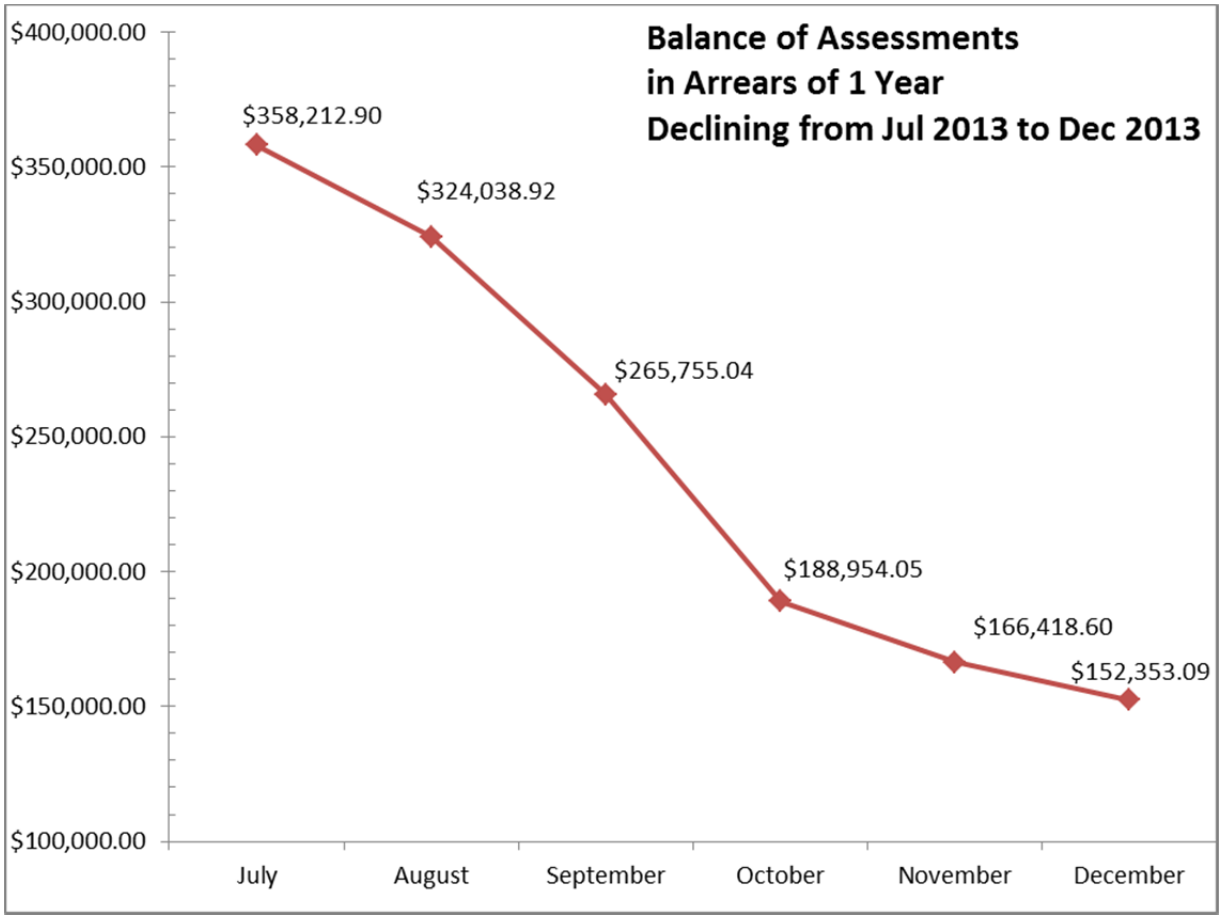

Number of Assessments
in Arrears of 3 Years
Declining from Jul 2013 to Dec 2013
36
34
32
30
28
26
24
22
20
33
31
28
26
23
22
July
August
September
October
November
December


Balance of Assessments
in Arrears of 3 Years
Declining from Jul 2013 to Dec 2013
$36,000.00
$34,000.00
$32,000.00
$30,000.00
$28,000.00
$26,000.00
$24,000.00
$22,000.00
$20,000.00
$32,702.12
$31,944.24
$29,221.35
$26,107.32
$22,251.04
$21,270.02
July
August
September
October
November
December


Number of Assessments
in Arrears of 2 Years
Declining from Jul 2013 to Dec 2013
80
75
70
65
60
55
50
45
40
77
67
62
57
50
46
July
August
September
October
November
December


Balance of Assessments
in Arrears of 2 Years
Declining from Jul 2013 to Dec 2013
$70,000.00
$65,000.00
$60,000.00
$55,000.00
$50,000.00
$45,000.00
$40,000.00
$61,143.91
$56,023.74
$51,281.59
$45,205.45
$42,072.35
July
August
September
October
November


Number of Assessments
in Arrears of 1 Year
Declining from Jul 2013 to Dec 2013
450
400
350
300
250
200
150
419
379
297
223
187
172
July
August
September
October
November
December


Balance of Assessments
in Arrears of 1 Year
Declining from Jul 2013 to Dec 2013
$400,000.00
$350,000.00
$300,000.00
$250,000.00
$200,000.00
$150,000.00
$100,000.00
$358,212.90
$324,038.92
$265,755.04
$188,954.05
$166,418.60
$152,353.09
July
August
September
October
November
December

Rates Percentage Outstanding as at 3 December 2013							
	15/07/2013	7/08/2013	5/09/2013	1/10/2013	5/11/2013	3/12/2013	% Decrease
BIGGENDEN	$153,527.38	$136,725.88	$126,643.76	$206,576.16	$162,643.85	$149,361.79	8.89%
EIDSVOLD	$80,075.36	$72,926.28	$65,254.09	$180,200.65	$98,129.28	$82,557.02	18.86%
GAYNDAH	$206,486.90	$193,800.89	$175,183.59	$287,529.09	$223,395.58	$196,060.67	13.94%
MONTO	$279,914.55	$266,917.20	$235,487.63	$419,566.33	$351,580.52	$251,453.14	39.82%
MOUNT PERRY	$86,572.38	$82,141.90	$77,519.72	$137,704.06	$102,850.54	$96,313.17	6.79%
MUNDUBBERA	$142,147.07	$123,599.64	$119,163.90	$279,136.52	$203,413.41	$176,769.08	15.07%
	$948,723.64	**$876,111.79**	**$799,252.69**	**$1,510,712.81**	**$1,142,013.18**	**$952,514.87**	19.89%

The Total Balance of Outstanding Rates & Charges as at 3 December 2013 including the current levy Totals $952,514.87

The Balance of Rates & Charges as at 3 December 2013 not including the current levy amounts to $558,816.91

RECOMMENDATION

That the Overdue Rates and Charges Report as presented be received as information

GOV 5 12.2013
OVERDUE RATES & CHARGES - INTENTION TO SELL UPDATE

File: *12 – Financial Management*
Responsible Officer: *Les Hotz – Director of Corporate Services*
Report prepared by: *John O'Brien – Senior Finance Officer*

1 PURPOSE OF REPORT

The purpose of this report is to inform Council regarding property assessments in arrears for four (4) years and over for Rates and Charges to 5 November 2013.

2 INTRODUCTION/BACKGROUND.

At Council's General Meeting held 28 May and 25 June 2013 Council moved a resolution in accordance with *Section 140 of the Local Government Regulation 2012* to commence sale of land proceedings for sale by auction to recover outstanding rates and charges in arrears for four (4) years and over on ten (10) properties and two (2) assessments respectively.

3 CORPORATE/OPERATIONAL PLAN

In accordance with Outcome 5 – Governance, 5.5 – Transparency and Performance, 5.5.1 – Review and implement levels of transparency and accountability.

4 POLICY IMPLICATIONS

General Policy 230 – Rate Recovery

5 STATUTORY REQUIREMENTS

Local Government Act Queensland 2009.
Local Government Regulation 2012 Section 140.

6 FINANCIAL IMPLICATIONS

Council's cost for legal proceedings and outlays to recover overdue rates and charges will improve Council's cash position following final settlement.

7 RISK MANAGEMENT

Process will be undertaken with legal advice strictly in accordance with legislation provisions.

8 CONSULTATION

The Director of Corporate Services, Senior Finance Officer and Administration Officer met with Council's Solicitor on Friday 04 October 2013 to discuss rating matters.

9 OPTIONS FOR COUNCIL TO CONSIDER

Consider this report as information

10 OFFICER'S COMMENTS/CONCLUSION

A letter dated 8 July 2013 was forwarded to Council's Solicitor Finemore Walters & Story instructing Mr Hal Ing to commence sale proceedings on these properties.

Council received correspondence dated 16 September 2013 from Hal Ing, Solicitor Finemore Walters & Story acting on behalf of Council, confirming that (10) ten Notices of Intention to Sell Land were prepared in accordance with the *Local Government Regulation 2012* to land owners (and mortgagees/encumbrances where applicable) and posted 25 September 2013.

Notices of Intention to Sell land were executed by Council 19 September 2013.

Pursuant to section 141 (3) of the Local Government Regulation 2012 procedures for selling land must be started generally—3 months after the local government gives the notice of intention to sell the land; or within 6 months after the local government gives the notice of intention to sell the land.

However, the local government must end the procedures if the local government is paid—

a) the amount of the overdue rates or charges; and
b) all expenses that the local government incurs in attempting to sell the land.

Accordingly all legal fees to date associated with preparing the Notices of Intention to Sell for each assessment have been charged to the rate card and are listed on the following attachment.

To the date of this report eight (8) ratepayers have settled their outstanding rates and charges; four (4) ratepayers remain in arrears. Total outstanding arrears for these assessments to date of this report amounts to $25,624.17

A total amount of $80,594.03 has been recovered since 30 June 2013 in relation to these ratepayers.

11 ATTACHMENT

A summary of twelve (12) Assessments to commence Sale of Land proceedings following 28 May and 25 June 2013 Council General Meeting, update as at 3 December 2013.

RECOMMENDATION

That the Overdue Rates and Charges Report as presented be received as information

NO	ASSESSMENT	NAME	PROPERTY ADDRESS 1	PROPERTY ADDRESS 2	AREA	VALUATION as at 30 June 2012	VALUATION DATE as at 30 June 2012	TOTAL BALANCE as at 30 June 2013	INTEREST ACCRUED Since 30 June 2013	1st Levy 2013 Issued 28 August 2013	ESTIMATED INTEREST TO DATE OF REPORT	Legal Expenses Incurred		WOFFS or DISCOUNTS APPLIED SINCE 30 JUNE 2013	AMOUNT PAID SINCE 30 JUNE 2013	ESTIMATED BALANCE DUE TO DATE OF REPORT	LAST PAYMENT AMOUNT	LAST PAYMENT DATE
												Preparation of Notice to Sell NET AMOUNT	TOTAL GST OF EXPENSES INCURRED					
~~1~~	~~10653-00000-000~~	~~GORDON V & MICHELLE G KIMBER~~	~~873 FARRELLS ROAD~~	~~COALSTOUN LAKES QLD 4621~~	~~8177m²~~	~~$16,800.00~~	~~30/06/2012~~	~~$3,102.43~~	~~$15.06~~		~~$0.00~~	~~$0.00~~	~~$0.00~~		~~$3,119.31~~	-$1.82	~~$3,119.31~~	~~16/07/2013~~
~~2~~	~~10653-10000-000~~	~~KIMBER PTY LTD~~	~~FARRELLS ROAD~~	~~DIDCOT QLD 4621~~	~~60.07ha~~	~~$124,000.00~~	~~30/06/2012~~	~~$5,571.37~~			~~$0.00~~	~~$0.00~~	~~$0.00~~		~~$5,571.37~~	$0.00	~~$5,571.37~~	~~16/07/2013~~
1	10785-00000-000	SWEETWATER GRAZING PTY LTD TTE G & M KIMBER FAMILY TRUST	WATERANGA ROAD	DIDCOT QLD 4621	258.999ha & 250.867ha & 438.611ha & 186.33ha	$185,000.00	30/06/2012	$7,647.49	$214.96	$866.22	$0.00	$350.00	$35.00	$180.57	$8,548.10	$0.00	$8,548.10	30/09/2013
2	30001-70000-000	HOWJA PTY LTD AS T'TEE FOR HOWLETT FAMILY TRUST	BURNETT TERRACE	GAYNDAH QLD 4625	1070m²	$42,000.00	30/06/2012	$6,047.60	$297.97	$770.70	$6.43	$350.00	$35.00			$7,472.70	$1,000.00	11/08/2011
3	30314-00000-000	MARK D SPIERS	1-3 FIELDING STREET	GAYNDAH QLD 4625	4393m²	$70,000.00	30/06/2012	$9,177.39	$249.52	$1,157.83	$0.00	$350.00	$35.00	$98.76	$10,871.02	-$35.04	$871.02	1/10/2013
4	30665-60000-000	JOHN R CROSS	16 BOORUNBEH STREET	GAYNDAH QLD 4625	1032m²	$41,000.00	30/06/2012	$8,112.85	$396.85	$858.48	$8.47	$350.00	$35.00			$9,726.65	$12.88	22/07/2009
5	40725-00000-000	JOHN MATTHEW CONROY	10 OAK STREET	MULGILDIE QLD 4630	1012m²	$22,000.00	30/06/2012	$7,349.96	$331.36	$767.40	$0.00	$350.00	$35.00		$8,798.72	$0.00	$100.00	23/11/2012
6	40753-00000-000	KATRINA JANE RYAN	6 PALM STREET	MULGILDIE QLD 4625	1012m²	$22,000.00	30/06/2012	$4,845.68	$220.52	$828.50	$0.02	$350.00	$35.00	$169.58	$6,042.33	$32.81	$518.76	30/03/2010
7	40965-00000-000	JEAN OLVIE & ROBERT GLYNN NOWLAND	7 MILL ROAD	MONTO QLD 4630	8.4867ha	$50,000.00	30/06/2012	$17,355.05	$695.55	$1,092.50	$0.01	$350.00	$35.00		$19,481.50	$11.61	$19,481.50	8/11/2013
8	41420-00000-000	ROBERT GLYNN & LEANNE RAE NOWLAND	GLEN VALLEY ROAD,	MOONFORD QLD 4630	9.795ha, 134.103ha, 60.698ha, 97ha, 45.65ha	$310,000.00	30/06/2012	$15,768.25	$634.82	$1,419.41	$0.01	$350.00	$35.00		$18,161.68	$10.81	$18,168.68	8/11/2013
9	50047-60000-000	ALEXANDER MILLER & ELIZABETH JANE O'LOAN	GERALDINE STREET	MOUNT PERRY QLD 4671	.1272ha	$23,000.00	30/06/2012	$3,102.42	$152.32	$362.50	$3.28	$350.00	$35.00			$3,970.52	$645.99	24/04/2009
10	50391-20000-000	MASTER GROUP TRUST CANDAN ADA TTE	EMU CREEK ROAD	GOODNIGHT QLD 4671	740.575ha	$35,500.00	30/06/2012	$3,378.06	$167.14	$472.50	$3.63	$414.60	$41.46			$4,435.93	$252.25	19/10/2009
												TOTAL Expenses Incurred NET	TOTAL GST OF EXPENSES INCURRED		TOTAL RECOVERED SINCE NOTICES ISSUED	TOTAL ARREARS DUE TO DATE OF THIS REPORT		
												$3,564.60	$356.46		$80,594.03	$25,624.17		

GOV 6 12.2013

FINANCIAL REPORT

File: *12 – Financial Management*
Responsible Officer: *Les Hotz – Director of Corporate Services*
Report prepared by: *Lisa Benham – Acting Manager Financial Services*

1 PURPOSE OF REPORT

The purpose of this report is to provide Council with up to date, accurate and relevant financial information as at 30 November 2013.

2 INTRODUCTION/BACKGROUND

At Council's Budget Meeting on 30 July 2013, Council adopted the Operational and Capital budget for the financial period 01 July 2013 to 30 June 2014.

Council adopted its first operational budget amendment at its October general meeting. This report outlines performance for the year to the end of last month against the October 2013 amended budget.

3 CORPORATE/OPERATIONAL PLAN

In accordance with Outcome 5 – Governance, Section:

5.5 Transparency in Performance

4 POLICY IMPLICATIONS

Nil

5 STATUTORY REQUIREMENTS

Local Government Regulation 2012 requires that Council be given statements made up to as near as practical to the end of the preceding month.

6 FINANCIAL IMPLICATIONS

Nil

7 RISK MANAGEMENT

Nil

8 CONSULTATION

Monthly Reports are sent to each of the directors and managers for them to analyse and assess.

9 OPTIONS FOR COUNCIL TO CONSIDER

- Report is for information purposes only

10 OFFICER'S COMMENTS/CONCLUSION

These statements form the report which outlines Council's performance for the financial year to month end and the financial position as at that date.

The Income Statement outlines the result of Council's day to day operations. The Balance Sheet outlines the impact of those operations and capital expenditure.

11 ATTACHMENTS

Attachment 1 is the Statement of Comprehensive Income
Attachment 2 is the Balance Sheet
Attachment 3 is the Statement of Cashflow
Attachment 4 is the Flood Damage Reports
Attachment 5 is the Overall Council Statement of Comprehensive Income

RECOMMENDATION

That the Financial Report as presented be adopted.

Attachment 1

NORTH BURNETT REGIONAL COUNCIL
Statement of Comprehensive Income
For the Period ended 30 November 2013

	2014 Actual	2014 Budget	
Income			
Revenue			
Recurrent revenue			
Rates, levies and charges	5,961,264	13,028,312	46%
Fees and charges	584,443	1,152,242	51%
Rental income	157,310	391,372	40%
Interest received	583,833	686,064	85%
Sales revenue	1,004,659	3,336,078	30%
Other income	160,111	200,375	80%
Grants, subsidies, contributions and donations	3,483,151	13,525,577	26%
Total recurrent revenue	**11,934,771**	**32,320,020**	37%
Expenses			
Recurrent expenses			
Employee benefits	(5,833,182)	(15,600,000)	37%
Materials and services	(4,338,333)	(8,601,160)	50%
Finance costs	(73,400)	(291,496)	25%
Depreciation and amortisation	(3,830,578)	(9,193,386)	42%
Total recurrent expenses	**(14,075,492)**	**(33,686,042)**	42%
Operating Result before Capital Items	**(2,140,722)**	**(1,366,022)**	157%
Total Capital income			
Grants, subsidies, contributions and donations	1,216,112	5,297,089	23%
Provision for Landfill	0	(167,000)	
Total Capital income	**1,216,112**	**5,130,089**	24%
Net Result after Capital Items	**(924,610)**	**3,764,067**	-25%
Other comprehensive income			
Increase / (decrease) in asset revaluation surplus	0	0	
Total other comprehensive income for the year	**0**	**0**	
Total comprehensive income for the year	**(924,610)**	**3,764,067**	-25%

Attachment 2

NORTH BURNETT REGIONAL COUNCIL (Excluding Flood)

Balance Sheet

For the Period ended 30 November 2013

	2014 Actual	2014 Budget
Current Assets		
Cash and cash equivalents	20,964,771	22,975,385
Trade and other receivables	2,678,095	4,735,080
Inventories	608,481	440,958
Total current assets	**24,251,347**	**28,151,423**
Non-current Assets		
Receivables	15,000	9,000
Property, plant and equipment	811,681,130	832,379,747
Intangible assets	0	0
Total non-current assets	**811,696,130**	**832,388,747**
TOTAL ASSETS	**835,947,476**	**860,540,170**
Current Liabilities		
Trade and other payables	2,036,861	2,927,541
Borrowings	364,295	491,992
Provisions	1,691,618	1,913,571
Other	214,315	214,679
Total current liabilities	**4,307,089**	**5,547,783**
Non-current Liabilities		
Interest bearing liabilities	3,573,788	3,082,787
Provisions	314,358	314,358
Total non-current liabilities	**3,888,146**	**3,397,145**
TOTAL LIABILITIES	**8,195,235**	**8,944,928**
NET COMMUNITY ASSETS	**827,752,241**	**851,595,242**
Community Equity		
Shire capital	651,135,746	672,156,993
Asset revaluation reserve	181,860,829	181,860,828
Retained surplus/(deficiency)	(5,244,334)	(2,422,579)
TOTAL COMMUNITY EQUITY	**827,752,241**	**851,595,242**

Attachment 3

NORTH BURNETT REGIONAL COUNCIL (Excluding Flood)
Statement of Cash Flow
For the Period ended 30 November 2013

	2014 Actual	2014 Budget
Cash flows from operating activities:		
Receipts from customers	13,009,675	13,388,030
Payments to suppliers and employees	(16,542,742)	(24,447,448)
	(3,533,067)	**(11,059,418)**
Interest received	583,833	686,064
Rental income	157,310	391,372
Non-capital grants and contributions	3,429,839	18,107,577
Borrowing costs	(59,427)	(256,496)
Net cash inflow (outflow) from operating activities	**578,488**	**7,869,099**
Cash flows from investing activities:		
Payments for property, plant and equipment	(1,933,382)	(11,892,953)
Net movement on loans and advances	0	6,000
Proceeds from sale of property, plant and Equipment	0	78,300
Grants, subsidies, contributions and donations	1,216,112	5,297,089
Net cash inflow (outflow) from investing activities	**(717,270)**	**(6,511,564)**
Cash flows from financing activities		
Proceeds from borrowings	0	0
Repayment of borrowings	(121,697)	(485,000)
Net cash inflow (outflow) from financing activities	**(121,697)**	**(485,000)**
Net increase (decrease) in cash and cash equivalents held	(260,479)	1,750,135
Cash and cash equivalents at beginning of reporting period	21,225,250	21,225,250
Cash and cash equivalents at end of reporting period	**20,964,771**	**22,975,385**

Attachment 4

NORTH BURNETT REGIONAL COUNCIL
FLOOD ACCOUNTS
Statement of Comprehensive Income (Extract)
For the Period ended 30 November 2013

	2013 Actual	2014 Actual	TOTAL
Income			
Revenue			
Recurrent revenue			
Counter Disaster - Grant Income		0	0
Emergent - Grant Income		0	0
Restoration - Grant Revenue	19,765,675	12,424,859	32,190,534
TOTAL FLOOD RECURRENT REVENUE	**19,765,675**	**12,424,859**	**32,190,534**
Expenses			
Recurrent expenses			
Counter Disaster - Recurrent Expenses			
Employee benefits	(175,932)		(175,932)
Materials and services	(517,797)	(2,981)	(520,778)
	(693,729)	**(2,981)**	**(696,710)**
Emergent - Recurrent Expenses			
Employee benefits	(512,658)	(311)	(512,969)
Materials and services	(4,550,260)	(35,673)	(4,585,933)
	(5,062,918)	**(35,984)**	**(5,098,902)**
Restoration - Recurrent Expenses			
Employee benefits	(43,944)	(391,682)	(435,625)
Materials and services	(653,887)	(4,735,038)	(5,388,926)
	(697,831)	**(5,126,720)**	**(5,824,551)**
Total - Recurrent Expenses			
Employee benefits	(732,534)	(391,992)	(1,124,526)
Materials and services	(5,721,944)	(4,773,693)	(10,495,637)
TOTAL FLOOD RECURRENT EXPENDITURE	**(6,454,478)**	**(5,165,685)**	**(11,620,163)**
Operating Result before Capital Items	**13,311,197**	**7,259,174**	**20,570,371**

Attachment 4 (cont)

NORTH BURNETT REGIONAL COUNCIL
FLOOD ACCOUNTS
Balance Sheet (Extract)
For the Period ended 30 November 2013

	2013 Actual	2014 Actual
Assets		
Cash and cash equivalents	13,311,197	20,570,371
Trade and other receivables		
TOTAL ASSETS	**13,311,197**	**20,570,371**
Current Liabilities		
Trade and other payables		
Total current liabilities		
TOTAL LIABILITIES	**0**	**0**
NET COMMUNITY ASSETS	**13,311,197**	**20,570,371**
Community Equity		
Retained surplus/(deficiency)	13,311,197	20,570,371
TOTAL COMMUNITY EQUITY	**13,311,197**	**20,570,371**

NORTH BURNETT REGIONAL COUNCIL
Statement of Cash Flow (Extract)
For the Period ended 30 November 2013

	2013 Actual	2014 Actual
Cash flows from operating activities:		
Receipts from QRA	19,765,675	12,424,859
Flood Related Payments	(6,454,478)	(5,165,685)
Net cash inflow (outflow) from operating activities	**13,311,197**	**7,259,174**
Net increase (decrease) in cash and cash equivalents held	13,311,197	7,259,174
Cash and cash equivalents at beginning of reporting period	0	13,311,197
Cash and cash equivalents at end of reporting period	**13,311,197**	**20,570,371**

Attachment 5

NORTH BURNETT REGIONAL COUNCIL
Statement of Comprehensive Income
For the Period ended 30 November 2013

	2014 Actual	2014 Budget	
Income			
Revenue			
Recurrent revenue			
Rates, levies and charges	5,961,264	13,028,312	46%
Fees and charges	584,443	1,152,242	51%
Rental income	157,310	391,372	40%
Interest received	583,833	686,064	85%
Sales revenue	1,004,659	3,336,078	30%
Other income	160,111	200,375	80%
Grants, subsidies, contributions and donations	15,908,010	87,320,392	18%
Total recurrent revenue	**24,359,630**	**106,114,835**	23%
Expenses			
Recurrent expenses			
Employee benefits	(6,225,174)	(15,600,000)	40%
Materials and services	(9,112,026)	(92,277,004)	10%
Finance costs	(73,400)	(291,496)	25%
Depreciation and amortisation	(3,830,578)	(9,193,386)	0%
Total recurrent expenses	**(19,241,178)**	**(117,361,886)**	13%
Operating Result before Capital Items	**5,118,453**	**(11,247,051)**	-80%
Total Capital income			
Grants, subsidies, contributions and donations	1,216,112	21,021,245	6%
Gain/(Loss) on Sale of Assets	0	(167,000)	0%
Reverse Previous Year Impaitment	0	0	#DIV/0!
Total Capital income	**1,216,112**	**20,854,245**	6%
Net Result after Capital Items	**6,334,565**	**9,607,194**	106%
Other comprehensive income			
Increase / (decrease) in asset revaluation surplus	0	0	#DIV/0!
Total other comprehensive income for the year	**0**	**0**	#DIV/0!
Total comprehensive income for the year	**6,334,565**	**9,607,194**	106%

GOV 7 12.2013
REVENUE & EXPENDITURE REPORT

File: *12 – Financial Management*
Responsible Officer: *Les Hotz – Director of Corporate Services*
Report prepared by: *Lisa Benham – Acting Manager Financial Services*

1 PURPOSE OF REPORT

The purpose of this report is to provide council with additional information over that which is required by legislation.

2 INTRODUCTION/BACKGROUND

The preceding statements provide information at the level at which the budget was adopted. These statements provide greater detail.

3 CORPORATE/OPERATIONAL PLAN

In accordance with Outcome 5 – Governance, Section:

5.5 Transparency in Performance

4 POLICY IMPLICATIONS

Nil

5 STATUTORY REQUIREMENTS

Nil

6 FINANCIAL IMPLICATIONS

Nil

7 RISK MANAGEMENT

Nil

8 CONSULTATION

Monthly Reports are sent to each of the directors and managers for them to analyse and assess.

9 OPTIONS FOR COUNCIL TO CONSIDER

- Receive this report as information.

10 OFFICER'S COMMENTS/CONCLUSION

Attachment 6 is a revenue and expenditure report for the Council split in line with the operational budget adopted by Council for the period. This report splits the operations of Council by each directorate in line with the budget that was adopted.

The benchmark for the amount of the year completed is 41.67% being 5 months of 12 completed months. Comments on variances are included below.

General Ledger Section	General Ledger Section Details	Actual v's Budget Comments
Governance		
1030-0003	Emergency Services	To date no revenue has been received for the SES grants or the Flood Mitigation Study in 2013-14. Expenditure for the Flood Mitigation study will start to be ramped up over the following months.
1070-0003	Human Resources	HR Costs are tracking above YTD budget by 10%. It could be expected that this trend will continue and this budget will need reviewing at half yearly review
Corporate Services		
1500-0003	Finance	Insurance costs are expected to increase this year, therefore going forward we will see finance expenses go over budget. Other than Insurance finance is tracking where expected
1600-0003	Employee Recoveries	As previously stated Council was over-recovering, however due to the payment of Councils Work cover payment, we are slightly over budget. Overall this section is tracking fine.
1800-0003	Libraries	Library operating expenses are going over budget by YTD $16k. There has been some maintenance issues within 2 libraries that were unforseen.
Community Services		
2050-0003	Community & Cultural Costs	Expenses are $75k under budget. This is because some memberships have not been paid. Expected to reach budget
2350-0003	RM Williams Centre	Expenditure is tracking under budget by $35k (Last month under by $30k). This underspend is expected to even out over the remaining 8 months with the recruitment of the new manager.
2700-0003	Community Support	Revenue is above budget and expenses below. This is largely due to the CDO Flood recovery project and the advance payments in relation to this project. Expenses are below budget, however once CDO flood recovery projects start this will start to even out.

3500-0003	Other Sport and Rec	Revenue is below budget, however this is project based (capital income).
Technical Services		
4000-0003	Engineering Office	Revenue is low due to R2R. Claims of $1045,000 have been submitted, however R2R claims are delayed due to a delay in the audit of the 2012-13. There are no issues in relation to the Audit, just a delay.
4100-0003	Roads Maintenance	Excluding Gravel resheet costs (R2R funded), Maintenance budget is tracking 4% or $56k over budget.
4300-0003	Sport & Rec/Facilities	There has been an increase in expenditure in relation to parks and gardens, however still remains under budget. Overall sport & rec is under budget by 2% or $11k
4500-0003	Quarries	October balance of $76k has been transferred to stores. Current balance of $3k is in relation to general quarry operations (not budgeted).
4600-0003	Workshops & Depots	Expenses 18% over budget or $244k. Plant recoveries and under recovering by $105k and maintenance is over budget by $169k. Additional revenue in Fuel Tax credits have been received due to a review of the 2012-13 claims ($90k).
4700-0003	Recoverable Works	Expenditure is tracking above budget YTD, however this is due to timing of works completed(RPC & RMPC). Expenditure is not expected to vary from the current yearly budget.
4850-0003	Land Protection	Expenses continue to track over projected YTD forecasts, however it is not expected to go over it yearly budget due to Land Protection Officers working on Mozzie control and RMPC work.
5000-0002 6000-0002	Water Sewerage	Overall Water expenses are tracking 6% under YTD budgets (solely to do with the late invoicing of Sunwater - Bulk water purchases) and Sewerage over budget by 1%. Water fees and charges are well above budget due to increased water provided at Councils stand pipes.

Development Services		
7000-0003	Environmental	Revenue for Licenses is currently under budget (excluding rates income), due to the timing of License fees (generally majority of receipts in June). Expenses are under budget in NRM costs due to increased Flying foxes costs and down in environmental fees as the work in relation to Mozzie control has not started.
7200-0003	Compliance	Animal rego is generally collected in September/October. Based on the yearly budget of $52k, actuals will fall short by about $10k. This is contributed to by the changes in Cat registrations part way through the registration period
7500-0003	Waste	Waste fees and charges plus recycling revenue are tracking above budget by 4% or $3k. There is still recycling revenue still to be received. Expenses are tracking below budget due to the timing of our contractor invoices.
Overall Perspective		Overall Council has a $2.1 mil deficit operating position (excluding flood). Revenue is below budget by $1.5 mil. This difference is seen in rates (timing of water consumption charges) and operating grants (timing of FAGS revenue - final 1/2 payment). At this point in time it is reasonable to expect Councils revenue budget will be achieved and may be slightly better than forecasts show (purely dependant on if council receives an advance payment for FAGS as budgeted).
		Expenditure (Wages + materials & services) are tracking slightly above budget $87k. All in all expenditure is holding well and directors are managing their costs well.

Capital Spend		
Cash Flow Statement	Payments for Property Plant & equipment	Councils Capital Spend for 2013-14 (excluding Flood) is $11,892,953. To date there has been $1,933,382 in spend on capital projects.

11 ATTACHMENTS

Attachment 6

NORTH BURNETT REGIONAL COUNCIL
Revenue & Expenditure Report
For the Period ended 30 November 2013

		---------- REVENUE ----------			---------- EXPENDITURE ----------			---------- SURPLUS/(DEFICIENCY) ----------		
		30-Nov-13		Budget	30-Nov-13		Budget	30-Nov-13		Budget
1000-0002	**GOVERNANCE**									
1000-0003	GOVERNANCE	0	0.0%	0	409,681	39.3%	1,042,000	(409,681)	39.3%	(1,042,000)
1030-0003	EMERGENCY SERVICES	78,720	8.7%	902,527	122,882	26.7%	459,720	(44,162)	-10.0%	442,807
1055-0003	FIRE BRIGADE	8,706	51.2%	17,000	6,656	39.2%	17,000	2,050	0.0%	0
1060-0003	PUBLIC RELATIONS	0	0.0%	0	7,836	71.2%	11,000	(7,836)	71.2%	(11,000)
1070-0003	HUMAN RESOURCES	-730	0.0%	0	253,451	30.1%	843,000	(254,181)	30.2%	(843,000)
1000-0002	**GOVERNANCE**	**86,696**	**9.4%**	**919,527**	**800,506**	**33.7%**	**2,372,720**	**(713,810)**	**49.1%**	**(1,453,193)**
1100-0002	**CORPORATE SERVICES**									
1100-0003	GENERAL ADMINISTRATION	164,509	67.4%	243,925	1,173,030	41.5%	2,824,507	(1,008,521)	39.1%	(2,580,582)
1300-0003	RECORDS MANAGEMENT	0	0.0%	0	44,057	27.5%	160,000	(44,057)	27.5%	(160,000)
1550-0003	FINANCE	6,689,698	40.1%	16,668,216	963,787	32.5%	2,970,000	5,725,911	41.8%	13,698,216
1600-0003	EMPLOYEE COSTS & RECOVERIES	0	0.0%	0	(53,737)	57167.4%	(94)	53,737	57167.4%	94
1700-0003	STORES/PURCHASING	0	0.0%	0	(30,807)	0.0%	0	30,807	0.0%	0
1800-0003	LIBRARIES	10,809	42.9%	25,179	223,447	44.9%	497,221	(212,638)	45.0%	(472,042)
1900-0003	COUNCIL HOUSING	28,840	19.2%	150,000	43,484	38.8%	112,172	(14,644)	-38.7%	37,828
1100-0002	**CORPORATE SERVICES**	**6,893,856**	**40.3%**	**17,087,320**	**2,363,261**	**36.0%**	**6,563,806**	**4,530,595**	**43.1%**	**10,523,514**
2000-0002	**COMMUNITY SERVICES**									
2000-0003	ECONOMIC DEVELOPMENT	0	0.0%	0	85,027	38.0%	224,000	(85,027)	38.0%	(224,000)
2050-0003	COMMUNITY & CULTURAL	0	0.0%	0	183,379	29.6%	620,000	(183,379)	29.6%	(620,000)
2100-0003	SENIOR CITIZENS UNITS	50,970	40.5%	126,000	38,450	32.3%	119,060	12,519	180.4%	6,940
2300-0003	TOURIST PROMOTION	172	17.2%	1,000	109,376	37.8%	289,367	(109,205)	37.9%	(288,367)
2350-0003	R M WILLIAMS	7,200	39.0%	18,450	77,853	28.8%	270,067	(70,654)	28.1%	(251,617)
2500-0003	CULTURAL-MUSEUMS & GALLERIES	813	0.0%	0	35,317	35.3%	100,063	(34,503)	34.5%	(100,063)
2600-0003	CARE FACILITIES	49,312	58.0%	85,000	36,664	31.0%	118,417	12,648	-37.8%	(33,417)
2700-0003	COMMUNITY SUPPORT	245,437	55.4%	442,704	104,830	17.9%	585,684	140,607	-98.3%	(142,980)
2000-0002	**COMMUNITY SERVICES**	**353,903**	**52.6%**	**673,154**	**670,897**	**28.8%**	**2,326,658**	**(316,994)**	**19.2%**	**(1,653,504)**
3000-0002	**COMMUNITY INFRASTRUCTURE**									
3000-0003	COMMUNITY HOUSING	7,828	50.9%	15,372	2,713	45.2%	6,000	5,115	54.6%	9,372
3300-0003	COMMUNITY AND MEMORIAL HALLS	5,911	39.4%	15,000	80,082	42.5%	188,445	(74,171)	42.8%	(173,445)
3400-0003	SWIMMING POOLS	0	0.0%	0	284,246	36.3%	783,936	(284,246)	36.3%	(783,936)
3500-0003	OTHER SPORTS & REC FACILITIES	698,305	25.5%	2,734,585	108,439	43.6%	248,750	589,866	23.7%	2,485,835
3600-0003	CARAVAN PARKS	163,845	44.3%	370,247	159,431	29.6%	538,465	4,414	-2.6%	(168,218)
3000-0002	**COMMUNITY INFRASTRUCTURE**	**875,889**	**27.9%**	**3,135,204**	**634,911**	**36.0%**	**1,765,596**	**240,977**	**17.6%**	**1,369,608**
4000-0002	**OPERATIONS**									
4000-0003	ENGINEERING OFFICE	1,102,818	18.3%	6,028,054	2,470,617	41.1%	6,009,635	(1,367,798)	-7426.0%	18,419
4100-0003	MAINTENANCE	0	0.0%	0	2,727,578	55.9%	4,877,750	(2,727,578)	55.9%	(4,877,750)
4200-0003	CEMETERIES	59,110	65.7%	90,000	93,493	47.8%	195,567	(34,383)	32.6%	(105,567)
4300-0003	SPORT & RECREATION	2,424	48.5%	5,000	543,178	40.8%	1,329,804	(540,754)	40.8%	(1,324,804)
4400-0003	WASHDOWN BAYS	3,847	51.3%	7,500	10,523	26.3%	40,000	(6,676)	20.5%	(32,500)
4500-0003	QUARRIES	0	0.0%	0	3,392	0.0%	0	(3,392)	0.0%	0
4600-0003	WORKSHOP AND DEPOTS	131,259	187.5%	70,000	(1,082,274)	34.0%	(3,184,318)	1,213,533	37.3%	3,254,318
4700-0003	RECOVERABLE WORKS	1,002,800	30.1%	3,336,077	1,485,047	45.9%	3,232,470	(482,246)	-465.5%	103,607
4800-0003	AERODROMES	0	0.0%	0	46,756	27.5%	169,790	(46,756)	27.5%	(169,790)
4850-0003	LAND PROTECTION	2,471	82.4%	3,000	162,438	70.6%	230,000	(159,967)	70.5%	(227,000)
5000-0003	WATER	783,324	29.5%	2,659,456	1,153,521	39.1%	2,948,040	(370,198)	128.3%	(288,584)
6000-0002	SEWERAGE SERVICES	798,589	50.0%	1,595,743	614,067	42.1%	1,459,724	184,521	135.7%	136,019
6000-0002	**TECHNICAL SERVICES**	**3,886,643**	**28.2%**	**13,794,830**	**8,228,337**	**47.5%**	**17,308,462**	**(4,341,694)**	**123.6%**	**(3,513,632)**
7000-0002	**DEVELOPMENT SERVICES**									
7000-0003	ENVIRONMENTAL	383,020	60.4%	634,479	380,606	52.4%	726,500	2,414	-2.6%	(92,021)
7200-0003	COMPLIANCE	38,301	66.0%	58,000	114,598	49.8%	230,000	(76,298)	44.4%	(172,000)
7500-0003	WASTE MANAGEMENT	553,037	51.0%	1,084,075	598,730	33.8%	1,772,000	(45,693)	6.6%	(687,925)
7600-0003	PLANNING AND DEVELOPMENT	112,524	48.8%	230,520	224,527	39.2%	572,300	(112,003)	32.8%	(341,780)
7700-0003	EXECUTIVE SERVICES - DEVELOPMENT	0	0.0%	0	92,105	42.8%	215,000	(92,105)	42.8%	(215,000)
7000-0002	**DEVELOPMENT SERVICES**	**1,086,881.46**	**54.2%**	**2,007,074.00**	**1,410,566**	**40.1%**	**3,515,800**	**(323,685)**	**21.5%**	**(1,508,726)**
	TOTAL REVENUE AND EXPENDITURE (Excluding Flood Ops)	**13,183,868.36**	**35.0%**	**37,617,109.10**	**14,108,477.94**	**41.7%**	**33,853,042.00**	**-924,609.58**	**-24.6%**	**3,764,067.10**
	FLOOD OPERATIONS									
	2013 FLOOD OPERATIONS	12,424,859	13.9%	89,518,971	5,165,685	6.2%	83,675,844	7,259,174	124.2%	5,843,127
	NET POSITION AFTER CAPITAL	**25,608,727.61**	**20.1%**	**127,136,080.00**	**19,274,163.08**	**16.4%**	**117,528,886.00**	**6,334,564.53**	**65.9%**	**9,607,194.00**

RECOMMENDATION

That the Revenue Expenditure Report as presented, be adopted

GOV 8 12.2013

CURRENT ASSET POSITION REPORT

File: *12 – Financial Management*
Responsible Officer: *Les Hotz – Director of Corporate Services*
Report prepared by: *Lisa Benham – Acting Manager Financial Services*

1 PURPOSE OF REPORT

The purpose of this report is to provide Council with an update on the current asset position of Council.

2 INTRODUCTION/BACKGROUND

Council has requested up to date information regarding its cash position. It is not possible to consider cash in isolation so this report includes other current assets and current liabilities giving insight as to the net asset position.

3 CORPORATE/OPERATIONAL PLAN

In accordance with Outcome 5 – Governance, Section:

5.5 Transparency in Performance

4 POLICY IMPLICATIONS

Nil

5 STATUTORY REQUIREMENTS

Nil.

6 FINANCIAL IMPLICATIONS

Nil.

7 RISK MANAGEMENT

Nil.

8 CONSULTATION

Result of discussion with senior staff, consultants and auditors suggest that this format will be of greater assistance to Council's deliberations.

9 OPTIONS FOR COUNCIL TO CONSIDER

- Receive this report as information.

10 OFFICER'S COMMENTS/CONCLUSION

Presented below is a breakdown of the current position of Council:

Current Assets & Current Liability
For the Period ended 30 November 2013

	This Month	Last Month
CURRENT ASSETS		
Cash	20,964,771	21,303,524
Receivables	2,678,095	2,349,912
Inventories	608,481	531,024
TOTAL CURRENT ASSETS	**24,251,347**	**24,184,460**
CURRENT LIABILITIES		
Creditors	2,036,861	2,376,083
Employee Entitlements	364,295	364,295
QTC Borrowings	1,691,618	1,685,727
Other	214,315	214,315
TOTAL CURRENT LIABILITIES	**4,307,089**	**4,640,420**
Net Assets	**19,944,258**	**19,544,040**

Excluding Flood

Flood receipts and payments have been excluded from this report

RECOMMENDATION

That the Current Asset Position Report as presented, be adopted

GOV 9 12.2013

FINANCIAL REPORT - INSURANCE

File: *12 – Financial Management*
Responsible Officer: *Les Hotz – Director of Corporate Services*
Report prepared by: *Lisa Benham – Acting Manager Financial Services*

1 PURPOSE OF REPORT

The purpose of this report is to provide Council with details regarding the significant increase in Insurance Costs in 2013-14

2 INTRODUCTION/BACKGROUND

Insurance for Plant, Building & contents, marine, voluntary workers and group personal accident insurance for Councillors.

3 CORPORATE/OPERATIONAL PLAN

In accordance with Outcome 5 – Governance, Section:

5.5 Transparency in Performance

4 POLICY IMPLICATIONS

According to Policy 104 Procurement Policy expenditure that is not Budgeted needs to have Council approval.

Insurance is a budgeted cost, however this year has seen a $200,000 increase in Councils insurance costs.

5 STATUTORY REQUIREMENTS

Nil

6 FINANCIAL IMPLICATIONS

$200,000 above Budget. At this point in time we are unsure where we can find these funds within our current budget.

7 RISK MANAGEMENT

Nil

8 CONSULTATION

Communication between Manager of Finance, Chief Executive Officer and Director of Corporate Services has been done in relation to this increases

9 OPTIONS FOR COUNCIL TO CONSIDER

- Resolve to pay our Insurance agent taking into consideration the significant increase in Council Premium

10 OFFICER'S COMMENTS/CONCLUSION

Insurance has increase for the following reasons

1. The value of Councils assets has increased by $36,874,675. This is because the last time we took into consideration the value of the assets was at Amalgamation. This was 5 years ago, therefore CPI plus additional buildings are now included.
2. Plant – at amalgamation council insured 251 full comprehensive & 17 TPPD, now we are insuring 336 full comprehensive and no TPPD.
3. Stamp Duty – Queensland Government increases stamp duty from 5% on motor & 7.5% on property to 9% on all.
4. Broke Fee – increased by $1,700

11 ATTACHMENTS

Copy of the breakup of the insurance by year.

RECOMMENDATION

That Council resolve to accept the price increase in insurance and pay the insurance agent accordingly.

ECON 01. ADOPTED INFRASTRUCTURE CHARGES

File: 7.6.01

Responsible Officer: *Bob Savage – Director of Development & Environment*

Report prepared by: *Bob Savage – Director of Development & Environment*

17 December 2013

1 PURPOSE OF REPORT

The purpose of this report is to propose changes to Councils adopted infrastructure charges.

2 INTRODUCTION/BACKGROUND

At its General Meeting held on 18 October 2011 Council adopted an Adopted Infrastructure Charges Resolution for each of its 6 Planning Schemes.

There has been discussion by Council since this time regarding the level of charges and their applicability to different planning zones such as rural and rural residential.

It is proposed that Council review its charges in line with the attached draft. The draft was presented to Council at its Policy and Planning Committee meeting held on 27 November 2013 for Councillors comments.

3 CORPORATE/OPERATIONAL PLAN

Corporate Plan 3.5.1 Develop and Implement NBRC Planning Scheme and provide effective and efficient planning services.

4 POLICY IMPLICATIONS

N/A.

5 STATUTORY REQUIREMENTS

- Sustainable Planning Act 2009
- State Planning Regulatory Provision (Adopted Charges)

6 FINANCIAL IMPLICATIONS

Variations to currently adopted charges are proposed which will reduce the level of income available to Council to carry out relevant work on its trunk infrastructure.

7 RISK MANAGEMENT

N/A

8 CONSULTATION

DDE has referred to adopted resolutions of Gympie Regional Council and South Burnett Regional Council in formulating the draft attached to this report. Councillors have been consulted and provided feedback. Staff at Insite Strategies have been consulted and provided feedback.

9 OPTIONS FOR COUNCIL TO CONSIDER

a. Adopt the draft Adopted Infrastructure Charges Resolution as presented;
b. Adopt the draft Adopted Infrastructure Charges Resolution as amended;
c. Defer the draft Adopted Infrastructure Charges Resolution to a future date.

10 OFFICER'S COMMENTS/CONCLUSION

Comments of Councillors over time have been noted and implemented in the draft resolution attached. The draft applies to all current schemes. It is loosely based around Gympie's which captures Councillors thoughts as understood by DDE.

Feedback has been taken into account and has been incorporated into the revised draft presented today.

Clause 7 – Time of Payment of an Adopted Infrastructure Charge, has been based around the State Planning Regulatory Provisions (Adopted Charges) wording. Taking into account Councils desire to provide an option to defer payment as long as possible, we have recommended that payment may be deferred until settlement of the first lot. The comfort in Clause 7(a) is that Council has control of the process and if payment has not been made, it can hold off signing the plan of subdivision. After that has happened, we are relying on the ratepayer, although we can make appropriate notations on the rates card.

Councillors may be aware that other Councils have further discounted Adopted Infrastructure Charges for set periods in an effort to encourage development. Council may wish to consider an approach similar to Bundaberg Regional Council.

11 ATTACHMENTS

Draft Adopted Infrastructure Charges Resolution

RECOMMENDATION

A. That Council adopt the draft Adopted Infrastructure Charges Resolution as presented.
B. That for the purposes of clarification of Clause 7(c), of Adopted Infrastructure Charges Resolution, developers may defer payment of their Adopted Infrastructure Charges Notice until settlement for the sale of the first lot (subject to the reconfiguration) occurs.

Adopted infrastructure charges resolution

1. Preliminary

1) This resolution is made pursuant to chapter 8, part 1, division 5A of the *Sustainable Planning Act* 2009.
2) The resolution is to be read in conjunction with the following:
   a) the *State planning regulatory provision (adopted charges)*;
   b) the Planning Schemes for the Shires of Biggenden, Eidsvold, Gayndah, Monto, Mundubbera and Perry.
3) The resolution is attached to but does not form part of the schemes.
4) The adopted infrastructure charge applies to the whole of the North Burnett local government area.
5) The resolution has effect from [insert date].

2. Application to particular development

The Council may levy an *adopted infrastructure charge* on the following development:

a) reconfiguring a lot;
b) making a material change of use of premises; or
c) a combination of reconfiguring a lot and making a material change of use of premises.

3. Categorisation of uses to development classes

To enable the *adopted infrastructure charges schedule* identified in Table 2 of Schedule 1 of the *State planning regulatory provisions (adopted charges)* to be applied to existing development use types in the planning scheme, Table 1 identifies the relationship between existing planning scheme development use types and the classes of development to which the *adopted infrastructure charges schedule* apply.

Table 1 – Planning scheme use types to which the *adopted infrastructure charges schedule* apply

Existing planning scheme development use types	Classes of development to which *adopted infrastructure charges schedule* apply (SPRP 2012)
Caretaker's residence, Detached house, Multiple dwelling (duplex, flats), dwelling house, multi residential (multiple unit accommodation [apartment buildings, duplexes, flats, town houses], dual occupancy of one lot)	**Residential**
Hotel (residential component), Visitor accommodation, tourist accommodation (backpackers hostel, farmstay, motel, caravan park and camping ground only)	**Accommodation (Short term)**

Existing planning scheme development use types	Classes of development to which *adopted infrastructure charges schedule* apply (SPRP 2012)
Accommodation building, Multiple dwelling (community dwelling, retirement village, relocatable home park), multi residential (boarding house or tenement building, aged care facilities and retirement villages), tourist accommodation (relocatable home park only)	**Accommodation (Long term)**
Place of worship, community services (community health, meeting hall, public library, place of public worship)	**Places of Assembly**
Shop (agricultural supplies store, bulk landscape supplies, garden centre, hardware and trade supplies, outdoor sales, showroom only), display yard	**Commercial (Bulk goods)**
Catering premises, Service station, Shop (other than agricultural supplies store, bulk landscape supplies, garden centre, hardware and trade supplies, outdoor sales, showroom), food or entertainment venue (take away food store and restaurant only), low impact industry (dry cleaning, dressmaking and sewing, locksmithing and film processing only)	**Commercial (Retail)**
Commercial premises, Professional offices	**Commercial (Office)**
Child care centre, Educational establishment, education or health premises (preschool, primary, secondary or tertiary education, child care centre only)	**Education Facility except an educational establishment for the Flying Start for Queensland Children program**
	Educational Establishment for the Flying Start for Queensland Children program
Hotel (non-residential component), food or entertainment venue (amusement parlour, cabaret, cinema, conference centre, gaming establishment and hotel only)	**Entertainment**
Indoor recreation, food or entertainment venue (sporting and other clubs, commercial sporting or recreation facilities such as squash courts and indoor cricket centres only)	**Indoor Sport and Recreational Facility**
Industry, Storage facility, low impact industry (except dry cleaning, dressmaking and sewing, locksmithing, film processing)	**Industry**
Noxious industry, special industry	**High Impact Industry**
Agriculture, Grazing, farm, farm forestry, native forestry	**Low Impact Rural**
Cattery or kennel, Intensive animal industry, Stable, aquaculture, intensive animal husbandry	**High Impact Rural**
Community oriented activities (except *child care centre*, *educational establishment*, *place of worship* and *public utility*), community services (station or depot for ambulance, fire and rescue, police, rural fire, state emergency or similar services only)	**Essential Services**
Airport, Extractive industry, Outdoor recreation, Public utility, Railway activities, Tourist facility, Transport terminal, food or entertainment venue (major sport recreation and entertainment facility, motor sport, outdoor sport and recreation facility and tourist theme park only), public utility, other	**Specialised uses**

Existing planning scheme development use types	Classes of development to which *adopted infrastructure charges schedule* apply (SPRP 2012)
Bed and breakfast premises, Home business, Park, community space, farm (roadside stall only), home business	**Minor uses**
	Other Uses

4. Calculation of adopted infrastructure charges

1) Council's *adopted infrastructure charges* are less than the *maximum adopted charge*.

2) The *adopted infrastructure charge* that may be levied for:

a) making a material change of use of premises is the adopted charge for making a material change of use of premises stated in section 6 minus the credit(s) stated in section 5;

b) reconfiguring a lot is the adopted charge for reconfiguring a lot stated in section 6 minus the credit(s) stated in section 5;

5. Calculation of credits

The credit for the premises is an amount which is the greater of the following:

(a) the amount of a previous adopted infrastructure charge paid for the development of the premises; or

(b) where an applicant can provide evidence of a previous financial contribution paid for trunk infrastructure for the premises, the amount of the financial contribution paid; or

(c) where the premises are subject to an existing lawful use, the amount stated for an adopted charge in Table 2 Adopted Infrastructure Charge for a Material Change of Use of Premises or Table 3 Adopted Infrastructure Charge for Reconfiguring a Lot. This allows the charge to be credited to take into account the existing usage of trunk infrastructure by the premises on the subject site.

6. Adopted charges for infrastructure

1) The adopted charge for making a material change of use of premises for:
   (i) residential development, is stated in Table 2 Adopted Infrastructure Charge for a Material Change of Use of Premises;
   (ii) non-residential development, other than a specialised use, is

stated in Table 2 Adopted Infrastructure Charge for a Material Change of Use of Premises;

(iii) non-residential development, being a specialised use or other development not otherwise identified above, is to be determined by Council based on an assessment of use and demand.

2) The adopted charge for reconfiguring a lot is the amount stated in Table 3 Adopted Infrastructure Charge for Reconfiguring a Lot.

Table 2 – Adopted Infrastructure Charge for a Material Change of Use of Premises

Use	Use	Adopted charge (NBRC)
Residential	Caretaker's residence, Detached house, Multiple dwelling (duplex, flats), dwelling house, multi residential (multiple unit accommodation [apartment buildings, duplexes, flats, town houses], dual occupancy of one lot)	$4,200 per 1 or 2 bedroom dwelling unit or $6,000 Per 3 or more bedroom dwelling unit
Accommodation (Short term)	Hotel (residential component), Visitor accommodation, tourist accommodation (backpackers hostel, farmstay, motel, caravan park and camping ground only)	• For a tent or caravan site in a caravan park or camping ground, $400 per tent or caravan site • For a cabin in a caravan park or dwelling in short term accommodation $2100 • For a suite, whether self-contained or not in short term accommodation or a hotel $1050
Accommodation (Long term)	Accommodation building, Multiple dwelling (community dwelling, retirement village, relocatable home park), multi residential (boarding house or tenement building, aged care facilities and retirement villages), tourist accommodation (relocatable home park only)	• $3150 per dwelling unit or relocatable dwelling site in a relocatable home park or retirement village • $1050 per suite in a community dwelling, boarding house, aged care facility
Places of Assembly	Place of worship, community services (community health, meeting hall, public library, place of public worship)	$10.50 per m^2 of GFA (max $4500)
Commercial (Bulk goods)	Shop (agricultural supplies store, bulk landscape supplies, garden centre, hardware and trade supplies, outdoor sales, showroom only), display yard	$21 per m^2 of GFA (max $4500)

Use	Use	Adopted charge (NBRC)
Commercial (Retail)	Catering premises, Service station, Shop (other than agricultural supplies store, bulk landscape supplies, garden centre, hardware and trade supplies, outdoor sales, showroom), food or entertainment venue (take away food store and restaurant only), low impact industry (dry cleaning, dressmaking and sewing, locksmithing and film processing only)	$27 per m^2 of GFA (max $4500)
Commercial (Office)	Commercial premises, Professional offices	[$21*] per m^2 of GFA (max $4500)
Education Facility except an educational establishment for the Flying Start for Queensland Children program	Child care centre, Educational establishment, education or health premises (preschool, primary, secondary or tertiary education, child care centre only)	$21 per m^2 of GFA (max $4500)
Educational Establishment for the Flying Start for Queensland Children program		NIL
Entertainment	Hotel (non-residential component), food or entertainment venue (amusement parlour, cabaret, cinema, conference centre, gaming establishment and hotel only)	[$30*] per m^2 of GFA (max $4500)
Indoor Sport and Recreational Facility	Indoor recreation, food or entertainment venue (sporting and other clubs, commercial sporting or recreation facilities such as squash courts and indoor cricket centres only)	$30 per m^2 of GFA, court areas at $3 per m^2 of GFA (total max $4500)
Industry	Industry, Storage facility, low impact industry (except dry cleaning, dressmaking and sewing, locksmithing, film processing)	$7.50 per m^2 of GFA (max $4500)
High Impact Industry	Noxious industry, special industry	$10.50 per m^2 of GFA (max $4500)
Low Impact Rural	Agriculture, Grazing, farm, farm forestry, native forestry	Nil charge

Use	Use	Adopted charge (NBRC)
High Impact Rural	Cattery or kennel, Intensive animal industry, Stable, aquaculture, intensive animal husbandry	$3 per m^2 of GFA (max $4500)
Essential Services	Community oriented activities (except *child care centre*, *educational establishment*, *place of worship* and *public utility*), community services (station or depot for ambulance, fire and rescue, police, rural fire, state emergency or similar services only)	$21 per m^2 of GFA (max $4500)
Specialised uses	Airport, Extractive industry, Outdoor recreation, Public utility, Railway activities, Tourist facility, Transport terminal, food or entertainment venue (major sport recreation and entertainment facility, motor sport, outdoor sport and recreation facility and tourist theme park only), public utility, other	Use and demand determined at time of assessment
Minor uses	Bed and breakfast premises, Home business, Park, community space, farm (roadside stall only), home business	Nil charge
Other uses		Use and demand determined at time of assessment

Table 3 – Adopted Infrastructure Charge for Reconfiguring a Lot

Type of Lot (Planning Scheme Zone)	Location (Planning Scheme)	Adopted infrastructure charge
Residential/Urban	Biggenden, Eidsvold, Gayndah, Monto, Perry, Mundubbera	$6000
Rural residential/low density residential/multi residential		$3000
Small Town		$1500
Rural		$1500
Industrial	Biggenden, Eidsvold, Gayndah, Monto, Perry, Mundubbera	$6000
Commercial	Biggenden, Eidsvold, Gayndah, Monto, Perry, Mundubbera	$6000
Community Purposes	Biggenden, Eidsvold, Gayndah, Monto, Perry,	$NIL

	Mundubbera	
Mixed Use	Biggenden, Eidsvold, Gayndah, Monto, Perry, Mundubbera	$6000
Open space & recreation	Biggenden, Eidsvold, Gayndah, Monto, Perry, Mundubbera	$NIL

7. Time of payment of an adopted infrastructure charge

An *adopted infrastructure charge* is payable:

(a) if the charge applies to reconfiguring a lot that is assessable development or development requiring compliance assessment – before Council approves the plan of subdivision for the reconfiguration; or

(b) if the charge applies to making a material change of use of premises – before the change happens; or

(c) otherwise – on the day stated in the adopted infrastructure charges notice or negotiated adopted infrastructure charges notice.

Other

So there can be no doubt, where a discount/credit exceeds the value of an adopted charge no refund will be paid by Council.

Discount

Where the water network or sewerage network is not available in the Priority Infrastructure Area of the proposed development, the adopted charge for the development is to be reduced by the relevant proportion of the adopted infrastructure charge allocated to the water network or sewerage network as shown below in Table 4 and 5.

Table 4 – For the Purpose of Calculating Discounts: Proportion of adopted infrastructure charge allocated to each network for Material Change of Use

Adopted Infrastructure Charge category	Network	Proportion of the adopted infrastructure charge
Residential	Park	10%
	Roads	30%
	Water Supply	30%
	Sewerage System	30%
Accommodation (short term)	Park	10%
	Roads	30%
	Water Supply	30%

	Sewerage System	30%
Accommodation (long term)	Park	10%
	Roads	30%
	Water Supply	30%
	Sewerage System	30%
Places of Assembly (club and community use)	NIL	
Places of Assembly (excluding club and community use)	Roads	30%
	Water Supply	30%
	Sewerage System	40%
Commercial (Bulk goods)	Roads	50%
	Water Supply	25%
	Sewerage System	25%
Commercial (Retail)	Roads	40%
	Water Supply	30%
	Sewerage System	30%
Commercial (Office)	Roads	40%
	Water Supply	30%
	Sewerage System	30%
Education Facility except an educational establishment for the Flying Start for Queensland Children program	NIL	
Educational Establishment for the Flying Start for Queensland Children program	NIL	
Entertainment	Roads	40%
	Water Supply	30%
	Sewerage System	30%
Indoor Sport and Recreational Facility	Roads	40%
	Water Supply	30%
	Sewerage System	30%
Industry	Roads	50%
	Water Supply	30%
	Sewerage System	20%
High Impact Industry	Roads	50%
	Water Supply	30%
	Sewerage System	20%
Low Impact Rural	NIL	
High Impact Rural	Roads	60%
	Water Supply	20%
	Sewerage System	20%
Essential Services (excluding health care	Roads	NIL
	Water Supply	
	Sewerage System	

services and veterinary services)		
Essential Services (health care services and veterinary services)	Roads	40%
	Water Supply	30%
	Sewerage System	30%
Specialised uses	Roads	To be determined by Council at the time of assessment
	Water Supply	
	Sewerage System	
Minor uses	NIL	
Other uses	Park	To be determined by Council at the time of assessment
	Roads	
	Water Supply	
	Sewerage System	

Table 5 – For the Purpose of Calculating Discounts: Proportion of adopted infrastructure charge allocated to each network for Reconfiguring a Lot

Type of Lot	Location	Network	Proportion of the adopted infrastructure charge
Residential/Urban		Park	10%
		Roads	30%
		Water Supply	30%
		Sewerage System	30%
Rural residential/low density residential/multi residential		Park	10%
		Roads	90%
Small Town		Park	10%
		Roads	50%
		Water supply	40%
Rural		Roads	100%
Industrial		Roads	50%
		Water supply	30%
		Sewerage system	20%
Commercial		Roads	40%
		Water supply	30%
		Sewerage system	30%
Community Purposes	NIL		
Mixed Use		Roads	40%
		Water supply	30%
		Sewerage system	30%
Open space & recreation	NIL		

COUNCILLOR D WAUGH – MAYOR

18.11.13 to 10.12.13

Date	Function	Location	Comments / Action
18.11.13	Met with Michael Imhoff	Gayndah	Michael is involved with Biggenden PCYC and intends to start group in Gayndah for youth.
	Attended Hospital Meeting	Monto	Hear community views.
	Attended Mens Shed Meeting	Biggenden	Plan to use a shed at the Railway Grounds for mens activities.
19.11.13	General meeting and Citizenship Ceremony	Mundubbera	Always a pleasure to induct new Australians.
	Met residents in Eidsvold	Eidsvold	Concerns about Aged Units in Eidsvold.
20.11.13	Met Peter Huth	Gayndah	Looked over plans for Camping Area.
	Met Ken Palmer	Gayndah	Works matters.
	Attended Futures Meeting	Gayndah	Economical and promotional matters
	Attended Airport Advisory Meeting	Gayndah	Hearing ideas from local people interested in developing the airport.
21.11.13	Met with Local SES Controller Dave Wilson	Gayndah	Question about tenure of Q Build sheds.
	Met with a number of people to discuss holding special event to promote Region	Eidsvold	Input from promotion firm Chalice to brand region.
22.11.13	Attended Economic Development Seminar	Gympie	Seminar covered Wide Bay Burnett group of Councils.
23.11.13	Opening of Mundubbera Kindergarten	Mundubbera	Excellent project with great facilities for the children. Congratulations to the committee.
	Presentation of new bus to Jana Boran by QGC.	Mundubbera	Great ceremony with Steve Renouf officiating. Brett Smith from QGC handing over the bus.
24.11.13	Attended function by Pilotlight Productions	Apple Tree Creek	Songs of Abba.
25.11.13	Met with Richie Walters	Gayndah	Discussion on maintenance of airport.
	Completed certificate on Disaster Management	Gayndah	Requisite for disaster membership.
26.11.13	Meeting with Ken palmer and Peter Huth	Gayndah	Reference to proposed Camping Area.
	Travelled over Redbank Road and Yerilla Road.	Eidsvold	Condition of roads poor as result of Gas pipeline usage.
	Attended St. Josephs Awards Night.	Gayndah	Excellent presentation from students.
27.11.13	Project Planning meeting	Mundubbera	Keeping abreast of recovery works.
	Left for meeting with Deputy Prime Minister	Rockhampton	Mayors from surrounding shires gathered to hear direction of new Government.
28.11.13	Met with union and council reps	Gayndah	Keeping council staff aware of Council views.
	Met representatives of Bicycle Queensland	Biggenden	Plan for a stopover in Biggenden on next years tour.
	Local Disaster	Gayndah	Quarterly meeting reps and sub-groups.

	Management Group		
29.11.13	St. Josephs Fete.	Gayndah	Great crowd for great evening.
30.11.13	Staff Christmas Party	Mundubbera	Golf Club a great facility for this function.
1.12.13	Concert	Apple Tree Creek	Show by Pilotlight Productions.
2.12.13	Judging Shop Windows	Monto	Good involvement by businesses.
3.12.13	Seminar on Bats	Gatton	Run by LGAQ
4.12.13	Phone call from Hamish Turner	Sydney	CEO of R.M.Williams Stores.
	Tourism networking	Bundaberg	At railway station. Good contacts.
5.12.13	Tour of roads with Kev Guteridge	Monto	Keeping Kev up to date on CMC works.
	School awards night	Coalstoun Lakes	Great entertainment by students.
6.12.13	Meeting on Aged units	Eidsvold	Determine management issues.
7.12.13	School awards night	Mulgildie	Met with Principal and parents
	Councillor Dinner	Eidsvold	Great evening.
9.12.13	Met with Sth.Burnett Mayor	Kingaroy	General discussion
	Met with Brian Jarvis	Kingaroy	Growing the Burnett discussion
10.12.13	Hospital Meeting	Gayndah	Community meeting
	School awards night	Binjour	Great event.

COUNCILLOR FO WHELAN

10th November, 2013 to 11th December, 2013

Date	Function	Location	Comments / Action
13.11.13	National Tidy Towns Judge Visit	Mundubbera	Judge appeared to be very impressed with the initiatives that the community has in place to meet the criteria of the judging. We had good support from the public who made him feel welcome and they took pride in showing off their accomplishments. He was most impressed with the Mundubbera School and the programs and water/power savings they have implemented as well as the students enterprises and partnership with community. Most impressed with the towns recovery from a major disaster. Local Business saving initiatives impressed. Especially 400 solar panels at one factory and the water saving achieved resulting in by-product. I am quietly confident that we are a better than good chance to win the national.
13.11.13	Dinner with National Tidy Towns Judge	Mundubbera	
14.11.13	Workshop	Gayndah	
15.11.13 to 20.11.13	Leave	Brisbane	Thank you to Councillors and families, CEO and Staff for their continual support and well wishes while Danny was in hospital at Brisbane Mater Private for 6 weeks. Now being well looked after by the staff at our wonderful local hospital during recovery.
21.11.13	Wide Bay Health Strategy Consultation	Mundubbera	Good attendance from public.
22.11.13	Redac – Economic Workshop	Gympie	
23.11.13	Mundubbera Kindergarten Re-opening	Mundubbera	New renovations is a credit to the committee and especially their grant writer committee member who has had many successful applications. This community building will now take the Early Childhood Education sector through to the next 2 decades with minor maintenance.
23.11.13	Jena Boran 20 Years Celebration and Dedication of QGC Funded Community Bus	Mundubbera	Credit to this Community Committee who administers Aboriginal and Islander Affairs in the district to attain 20 years. They also support the wider community with programs and the bus service to Bundaberg and car for medical transport.
23.11.13	Historical Society Thanks Dinner	Mundubbera	Thank you for all who assisted the committee during the year to achieve their goals.
26.11.13	Economic Recovery Meeting	Biggenden	

26.11.13	Burnett Pork Alliance Staff Christmas Party	Mundubbera	BPA thanked myself and Council for the support given during the floods and fire.
27.11.13	Flood Management Meeting	Mundubbera	As per media release and on website. Waiting for confirmation of 7 Betterment projects yet to be decided. Parks tenders have been let except Mingo.
27.11.13	LDM Recovery Meeting	Mundubbera	Reports received from recovery committees.
27.11.13	Dept Immigration Visa Workshop	Gayndah	Targeted at Agricultural Employees. Asked them to send Business incentive immigration information. Yet to receive.
28.11.13	LDMG Meeting	Gayndah	
28.11.13	MEA Meeting	Mundubbera	All three Footprint signs now done and paid for. Can start working on further signage. Heritage Plaque RADF Project slowly coming together. This is a big task but desire to do it correctly is time consuming.
28.11.13	Mundubbera Hospital Auxiliary Meeting and Christmas Breakup	Mundubbera	Active committee
29.1.13	Mundubbera Regional Art Gallery Volunteers Christmas Lunch	Mundubbera	Thanked our volunteers for another year of service.
30.11.13	Council Staff Christmas Party	Mundubbera	Councillors cooked the meats and everyone had a good time. Pity all staff do not embrace this once a year to come together from the whole council area.
2.12.13	Archer Park Advisory Management Committee	Mundubbera	No major issues identified. Everyone is harmoniously working together. Mundubbera Rugby League Club has been successful with a grant to supply further appliances for the kitchen at the Community Centre (Archer Park). This includes a large installed deep fryer. They are working with facilities officer.
3.12.13	LDMG Sub Committee	Mundubbera	Discussed Plan and finished discussions and actions on Debrief issues.
4.12.13 and 5.12.13	EMQ Disaster Management Training	Gayndah	
6.12.13	WBBSR Committee Meeting	Biggenden	
7.12.13	Councillor Christmas Dinner	Eidsvold	
11.12.13	Opening of “Framed” Exhibition RMWBL	Eidsvold	

COUNCILLOR WJ BOWEN

11 November 2013 to 17 December 2013

Date	Function	Location	Comments / Action
11-11-13		Mt Perry	Attend 11of11 Service Good crowd
12-11-13		Eidsvold	Tourist Meeting
13-11-13		Gayndah	Attend Funeral
13-11-13		Mundubbera	Tidy town welcome
14-11-13		Gayndah	Workshop
14-11-13		Gayndah	Meeting with Mt Rawdon Mine Crew
15-11-13		Mt Perry	Visit Mt Perry meet with Ken from cool to go
16-11-13		Ban Ban	Ban Ban Rural Fire Meeting
17-11-13		Mt Perry	Attend Mt Rowdon mine Golf Day
18-11-13		Gayndah	Gayndah .Asked to look at West Woodmiller Road Need Repair will be flood work
19-11-13		Mundubbera	General Meeting
22-11-13		Mt Perry	Wide Bay Hospital Board Community meeting good meeting 25attend still no doctor e very week
26-11-13		Mt Perry	Visit Mt Perry and Goodnight scrub
27-11-13		Mundubbera	Infrastructure Meeting .
			Recovery Meeting
			P&P Meeting
28-11-13		Gayndah	LDMG Meeting
29-11-13		Mt Perry	Visit Mt Perry
30-11-13		Mundubbera	Attend Council Christmas Party
2-12-13		Mt Perry	Showed Jaci Around Mt Perry
			Home via Black Horse Creek Road
3-12-13		Mt Perry	Attend Hospital Meeting
4-12-13		Gayndah	Attend Funeral
5-12-13		Mundubbera	Take Ute Back Mundubbera Office
7-12-13		Eidsvold	Staff Party

8-12-13		Gayndah	Attend Gayndah Markets
10-12-13		Binjour	Attend Binjour State School Awards Night
11-12-13		Mt Perry	Attend Mt Perry School Awards Night
12-12-13		Mt Perry	Select Australia Day Awards
12-12-13		Mt Perry	Local Disaster Management Group Meeting
13-12-13		Gayndah	Help out at Gayndah Fete
15-12-13		Gooroolba	Gooroolba Christmas Party
			Mt Perry Christmas Party
17-12-13		Biggenden	General Meeting

COUNCILLOR K WENDT

Councillors Report Period 20 Nov to 17 Dec 13

Date	Function	Location	Comments / Action
20 Nov 13	North Burnett Futures Meeting	Gayndah	Local and Loving it Festival discussed and supported
21 Nov 13	Wide Bay Burnett Health Services Forum	Biggenden	Well attended lots of input
21 Nov 13	CBYS	Gayndah	Concerns on ongoing Funding
22 Nov 13	BMRG Agm	Wondai	Pleased I,am out of it same old
26 Nov 13	Economic recovery Meeting	Biggenden	Ongoing
27 Nov 13	Disaster Management Group Meeting	Mundubbera	Ongoing
27 Nov 13	Presentation of Certificates to Cadets by Ted Malone Assistant Minister Emergency Volunteers	Biggenden	Well done to all the Cadets
28 Nov 13	Escorted new Manager of NBRC tourism around Biggenden	Biggenden	Worth while exercise
28 Nov 13	Bicycle Qld Meeting	Biggenden	Planning for tour Sep 2014
30 Nov 13	Staff Breakup	Mundubbera Golf Club	Went very well
1 Dec 13	Fishing Club Meeting	Biggenden	All well
2 Dec 13	Meet with Tryone and others at Summers rd Coalstoun Lakes	Coalstoun Lakes	Issues with flood damage work being looked at by Tech Services
2 Dec 13	Mens shed meeting	Biggenden	Progressing well
2 Dec 13	Met with CEO	Biggenden	Ongoing
3 Dec 13	Met with staff re Small Halls Festival	Degilbo	Work in Progress
4&5 Dec 13	EMQ Training	Gayndah	Worth while
5 Dec 13	Coalstoun Lakes School Concert	Coalstoun Lakes	Well Done
7 Dec 13	Councillors Breakup	Eidsvold	TBA
11 Dec 13	BCCA Meeting	Mundubbera	TBA
13 Dec 13	Briefing Meeting	Mundubbera	TBA
17 Dec 13	General Meeting	Biggenden	TBA

COUNCILLOR PW FRANCIS

20 November 2013 – 17 December 2013

Date	Function	Location	Comments / Action
20/11/13	NBRFAC	Gayndah	Local & Loving it in Biggenden
21/11/13	RMW Meeting	Eidsvold	Some good ideas
23/11/13	Jena Boran Anniversary &QGC Bus Launch	Mundubbera	Met Steve Renouf
26/11/13	Economic recovery Sub-Group	Biggenden	
	Monto Magic AGM	Monto	Same crew in place
27/11/13	Project Management Flood Recovery	Mundubbera	A few issues outstanding
	Policy & Planning	Mundubbera	
	Tech Services	Mundubbera	
	LDRG	Mundubbera	
28/11/13	LGEG	Gayndah	Commissioner to visit in the New Year
	LDMG	Gayndah	What about Generators
29/11/13	MDRRA	Monto	Deputy Premier in attendance
30/11/13	Monto Hospital Deck Opening	Monto	Former DON Dulcie Williams performed the honours.
2/12/13	Monto Show Society AGM	Monto	Same Office Bearers
3/12/13	Floodplain Management Workshop	Monto	
4/12/13	Disaster Management Training	Gayndah	
5/12/13	Disaster Management Training	Gayndah	
6/12/13	QGC Community Consultative Meeting	Biloela	
7/12/13	Councillor Christmas Party	Eidsvold	

11/12/13	RMW Exhibition Opening	Eidsvold	
17/12/13	General Meeting	Biggenden	

COUNCILLOR PW LOBEGEIER

DECEMBER 2013

Date	Function	Location	Comments / Action
19-11-13	Monto magic	Monto	Planning Christmas street party
20-11-13	Office work	Home	Ongoing
21-11-13	Interview new job BCCA	Monto	New position for 3.5 year Nitrogen Oxide levels in the soil .To be done on Three Moon Flood Plan. Great project for our area.
22-11-13	BMRG ACM	Wondai	This group still in turmoil
24-11-13	Art Boat Weaving	Monto	No enough people showed interest so did not happen
25-11-13	Beacon Tourism	Monto	Monto High School Program well done New Tourism office met and greets in Monto and went very well. Long day
26-11-13	Recovery Flood	Biggenden	Ongoing
27-11-13	PMC Flood Recovery P&S Meeting	Mundubbera	Ongoing
28-11-13	B&NB Tourism	Bundaberg	BOM Meeting
29-11-13	Monto Rate Payer	Monto	Meet will local member and normal small group of Rate payers Much temper and bad behaviour.
30-11-13	Council Staff party	Mundubbera	Well done. Some depots still not on board Their problem not the Community.
2-12-13	History & Cultural Members Meeting Age Care	Monto	Small group and new officer doing a great job Ongoing for Age Care Monto
3/4/5-12-13	Three Moon Flood Study BCCA Monto Magic	Monto	History in the Making Christmas street party
4/5-12-13	EMQ Training	Gayndah	Import for our Community
6-12-13	Friend of Bunyip	Mulgildie	Formed a Club
7-12-13	Mulgildie School Councillor Christmas Party	Mulgildie Eidsvold	Big night for small school Went well
9-12-13	Australia Day Meeting	Monto	
11-12-13	BCCA Meeting	Mundubbera	
12/13-12-13	Art Reference Meeting	Brisbane	
13-12-13	Workshop Council Moto Christmas Street Party	Mundubbera Monto	
16-12-13	Age Care BOM	Monto	
17-12-13	General Meeting	Biggenden	

COUNCILLOR JF DOWLING

7 NOVEMBER 2013 – 5 DECEMBER 2013

Date	Function	Location	Comments / Action
07.11.13	Playground inspections	Gayndah	Met with a consultant from Sureplay playground equipment and a representative from the Gayndah Playgroup to inspect play areas in Gayndah. Sureplay to provide a suggested plan and pricings for future budget considerations.
11.11.13	Remembrance Day	Gayndah	Lovely to see so many people turn out for this important day.
11.11.13	Meeting with Bendigo Bank Board Members	Gayndah	Discussions regarding regional support.
12.11.13	Tourism Action Group	Eidsvold	Discussions and ideas for the Bundaberg North Burnett Destination Tourism Plan 2020
12.11.13	Office Fair Trading Officer	Gayndah	Attended the Gayndah Rotary function to hear guest speaker from Office of Fair Trading.
13.11.13	Christmas Carnival Meeting	Gayndah	Further discussions and planning towards the Gayndah Christmas Carnival.
14.11.13	Meeting	Gayndah	Meeting with Councillors
14.11.13	Burnett Basin Meeting Mundubbera	Mundubbera	Viewed the draft Burnett Water Basin Plan
15.11.13	Council Workshop	Mundubbera	
16.11.13	RSL Dinner	Gayndah	Well attended Annual dinner of Gayndah RSL.
19.11.13	Council General Meeting	Biggenden	
19.11.13	Christmas Carnival Meeting	Gayndah	Further discussions and planning towards the Gayndah Christmas Carnival
20.11.13	Inspect Show Hall	Gayndah	Toured the Gayndah Show hall with Council Director to show facilities available.
20.11.13	Airport Advisory Meeting	Gayndah	Meeting with airport users to form an advisory group to council.
21.11.13	Wide Bay Health Public Consultation	Gayndah	Attended public consultation regarding health needs for this area.
21.11.13	CBYS Meeting	Gayndah	Very impressed with the service provided by Hilde Holme through the Youth Centre based in Gayndah.
22.11.13	REDAC Meeting	Gympie	Attended symposium to talk about the financial and tourism future of the area.
25.11.13	Local Disaster Management Group Meeting	Gayndah	
26.11.13	Economic Recovery Sub Group Meeting	Biggenden	Discussed the Economic Impact Assessment of Ex Tropical Cyclone Oswald on the Bundaberg and North Burnett Regions – business survey.
27.11.13	Policy and Planning and Technical	Mundubbera	

	Services Committee Meeting		
27.11.13	Recovery Meeting	Mundubbera	
27.11.13	Immigration Public Information Session	Gayndah	Interesting fact gathering session.
27.11.13	Christmas Carnival Meeting	Gayndah	Discussion Further discussions and planning towards the Gayndah Christmas Carnival
28.11.13	LDMG Meeting	Gayndah	Local Disaster Management Group Meeting
29.11.13	Tourism Officer Meeting	Gayndah	Met with Jaci Megaw and toured around Gayndah's hotspots to introduce her to the highlights of Gayndah.
02.12.13	GDA Meeting	Gayndah	Gayndah Development Association Meeting
03.11.13	Met with Council Officer regarding Australia Day Nominations	Gayndah	Arranged a meeting date and time to discuss applications.
04.11.13	Disaster Management Training	Gayndah	All day training
04.12.13	Zonhoven Meeting	Gayndah	Meeting to discuss the celebrations of the 25th anniversary of the Zonhoven-Gayndah Sister town agreement. Also discussed arrangements for group visit to Belgium in November-December 2014.
04.12.13	Christmas Carnival Meeting	Gayndah	Discussion Further discussions and planning towards the Gayndah Christmas Carnival
05.12.13	Disaster Management Training	Gayndah	All day training
05.12.13	Gayndah State School Awards Night	Gayndah	Presented North Burnett Regional Council Awards to two worthy recipients.