



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

**Date: Wednesday 26 March 2025 9:00 AM**  
**Time: Council Chamber**  
**Location: Cnr Lardil Street & Djinkiya Street**  
**Gununa**

# **MORNINGTON SHIRE COUNCIL**

## **Ordinary Council Meeting**

**26 March 2025**

**Gary Uhlmann**  
**Chief Executive Officer**

To empower our Community – Our people  
To feel solid and strong like the rock in Mundalbe  
To taste and hear the breaking waves of change  
To establish clean, safe, healthy lifestyles togetherness  
Pride and respect for each other in our culture, achievements and successes.  
To see and smell the compassion and peacefulness of our community

## Order Of Business

<b>1</b>	<b>Opening of Meeting</b> .....	<b>5</b>
<b>2</b>	<b>Acknowledgement Of Country</b> .....	<b>5</b>
<b>3</b>	<b>Present</b> .....	<b>5</b>
<b>4</b>	<b>Leave of Absence</b> .....	<b>5</b>
<b>5</b>	<b>Disclosure of Interest – Councillors and Staff</b> .....	<b>5</b>
<b>6</b>	<b>Condolences and Memorials</b> .....	<b>5</b>
<b>7</b>	<b>Confirmation of Minutes</b> .....	<b>6</b>
	7.1 Confirmation of Minutes - Ordinary Council Meeting - 26 February 2025.....	6
<b>8</b>	<b>Deputations</b> .....	<b>17</b>
<b>9</b>	<b>Action Schedule</b> .....	<b>17</b>
	Nil	
<b>10</b>	<b>Policy Documents</b> .....	<b>17</b>
	Nil	
	<b>Reception &amp; Consideration of Officers Reports</b> .....	<b>17</b>
<b>11</b>	<b>Mayor and Councillors Reports</b> .....	<b>17</b>
	Nil	
<b>12</b>	<b>Chief Executive Officer Report</b> .....	<b>18</b>
	12.1 Chief Executive Officer's report .....	18
<b>13</b>	<b>Finance</b> .....	<b>20</b>
	13.1 Financial report .....	20
<b>14</b>	<b>Human Resources Management</b> .....	<b>32</b>
	14.1 Human Resources report .....	32
<b>15</b>	<b>Governance</b> .....	<b>35</b>
	15.1 Child Safe Organisations Act 2024 .....	35
	15.2 Inquiry into Crocodile Control and Conservation Bill 2025 .....	38
	15.3 Local Advisory Committee - Expression of interest .....	44
	15.4 Queensland Disaster Management Conference .....	46
<b>16</b>	<b>Planning and Communities</b> .....	<b>47</b>
	16.1 152 Lardil Street - Lease surrender and execution .....	47
	16.2 Accommodation and Hospitality report .....	73
	16.3 Queensland Government Department of Housing Tenancy Services Update .....	76
<b>17</b>	<b>Housing Department</b> .....	<b>80</b>
	17.1 Housing & Facilities Report .....	80
<b>18</b>	<b>Facilities Department</b> .....	<b>82</b>
	Nil	
<b>19</b>	<b>Engineering</b> .....	<b>83</b>
	19.1 Engineering report .....	83

**20 General Business..... 85**  
20.1 Leasing and licencing office space.....85

**21 Confidential Reports..... 85**  
Nil

**22 Next Meeting ..... 85**

**23 Closure ..... 85**

**1 OPENING OF MEETING****2 ACKNOWLEDGEMENT OF COUNTRY**

I would like to begin by acknowledging the Traditional Owners of the land on which we meet today, the Lardil people of Mornington Island and pay our respects to Elders past and present. We would also like to acknowledge the Kaiadilt, Yangkaal, Waanyi, Gangalidda and Garrawa people who share our homelands.

**3 PRESENT****4 LEAVE OF ABSENCE****5 DISCLOSURE OF INTEREST – COUNCILLORS AND STAFF****6 CONDOLENCES AND MEMORIALS**

**7 CONFIRMATION OF MINUTES**

**7.1 CONFIRMATION OF MINUTES - ORDINARY COUNCIL MEETING - 26 FEBRUARY 2025**

**Author: Director Corporate and Community**

**Attachments: 1 Unconfirmed minutes - February 2025 Ordinary Council meeting**

**OFFICER'S RECOMMENDATION**

That the Minutes of the Ordinary Council held on Wednesday 26 February 2025 be received and the recommendations therein be adopted.

**MINUTES OF MORNINGTON SHIRE COUNCIL  
ORDINARY COUNCIL MEETING  
HELD AT THE COUNCIL CHAMBER, LARDIL STREET, GUNUNA  
ON WEDNESDAY 26 FEBRUARY 2025 AT 9:00 AM**

**1 OPENING OF MEETING**

The meeting was opened by Mayor Richard Sewter at 9:03am.

**2 ACKNOWLEDGEMENT OF COUNTRY**

I would like to begin by acknowledging the Traditional Owners of the land on which we meet today, the Lardil people of Mornington Island and pay our respects to Elders past and present. We would also like to acknowledge the Kaiadilt, Yangkaal, Waanyi, Gangalidda and Garawa people who share our homelands.

**3 PRESENT**

Mayor Richard Sewter, Deputy Mayor Robert Thompson (arrived at 9:29am), Cr Farrah Linden, Cr Renee Wilson and Cr Jane Ah Kit.

Gary Uhlmann (Chief Executive Officer) and Skye Price (Director Corporate and Community).

**4 LEAVE OF ABSENCE**

Nil

**5 DISCLOSURE OF INTEREST – COUNCILLORS AND STAFF****6 CONDOLENCES AND MEMORIALS**

A minute's silence was observed for loved ones.

Cr Jane Ah Kit observed and spoke about a significant day of remembrance for her family.

**7 CONFIRMATION OF MINUTES****7.1 CONFIRMATION OF MINUTES - ORDINARY COUNCIL MEETING - 29 JANUARY 2025****RESOLUTION 2025/16**

Moved: Cr Jane Ah Kit

Seconded: Cr Farrah Linden

That the Minutes of the Ordinary Council held on Wednesday 29 January 2025 be received and the recommendations therein be adopted.

**CARRIED 4/0**

**8 DEPUTATIONS**

**11:30am Australian Bureau of Statistics, 2026 Census – Introduction and briefing**

Robyn Learmouth – Engagement Officer

**9 ACTION SCHEDULE**

**9.1 ACTION ITEMS**

**RESOLUTION 2025/17**

Moved: Cr Jane Ah Kit

Seconded: Cr Renee Wilson

That the action schedule as tabled be updated and that completed items be removed.

**CARRIED 4/0**

**10 POLICY DOCUMENTS**

NIL

**RECEPTION & CONSIDERATION OF OFFICERS REPORTS****11 MAYOR AND COUNCILLORS REPORTS****11.1 MAYOR & COUNCILLOR REPORTS****RESOLUTION 2025/18**

Moved: Cr Jane Ah Kit

Seconded: Cr Farrah Linden

That Council:

- 1) receive and note the Mayor and Councillors' verbal reports for February 2025;
- 2) resolve to attend the Indigenous Leaders Forum in Cherburg, 29 April 2025; and
- 3) Put signage in place advising that Sidney Island and Balaleah Roads are only open for local traffic, to ensure safety and wellbeing of road users.

**CARRIED 5/0**

**Mayor Richard Sewter**

Attended Torres Cape Indigenous Council Alliance (TCICA) meeting.

Assured by Michael Miller that all 17 indigenous communities have extra strength and support from TCICA, to lobby when working with the State and Federal government.

Met with Minister for Women/Women Security/ATSI Partnership, Fiona Simpson

Briefing considered housing and potential airport re-alignment, enquired why the funding was denied for the Splash Park and Community oval upgrade; and was offered support from her department.

Invited to Cherbourg Aboriginal Shire Council who will be hosting the LGAQ Indigenous Leadership Forum

*Action item: Mayor to consult with Gulf Region Aboriginal Corporation (GRAC) and Gulf Regional Economic Aboriginal Trust (GREAT) about a potential meeting with Mornington Shire Council.*

*Action item: Prescribed Bodies Corporate (PBC) structure requires review.*

**Deputy Mayor Bobby Thompson**

Notice of Motion – Sidney Island and Balaleah Roads Roads to only be utilised by local traffic.

*Action item: Deputy Mayor Bobby Thompson to confirm with Traditional Owners the roads to the outstations.*

**Councillor Farrah Linden**

Calendar of community events currently being devised.

Council needs to mark the roads and repair potholes in town. Signage (stop signs and give way signs) need to be installed.

*Action: The status of ordered signs is to be checked.*

**Councillor Renee Wilson**

Training and Education – meet and greet at the school.

Meeting also held with school Principal to re-integrate culture program back into the school curriculum.

Reported on *North West Weekly* article publication about communications and connectivity challenges at Gununa, Mornington Island.

Shared good news Story about son being awarded School Captain and delivering a leadership address to his school community.

**12 CHIEF EXECUTIVE OFFICER REPORT****12.1 CHIEF EXECUTIVE OFFICER'S REPORT JANUARY 2025****RESOLUTION 2025/19**

Moved: Deputy Mayor Robert Thompson

Seconded: Cr Farrah Linden

That Councillors receive and note the Chief Executive Officer's reform program report for January 2025.

**CARRIED 5/0**

10:28am, Mayor adjourned the meeting

10:43am, Mayor reconvened the meeting

**13 FINANCE****13.1 BANKING AUTHORITIES – WESTPAC FINANCIAL INSTITUTE****RESOLUTION 2025/20**

Moved: Deputy Mayor Robert Thompson

Seconded: Cr Jane Ah Kit

That Council endorse updated authorisations including signatories, administrators and approvers for Westpac bank accounts from 28 February 2025 to retain Gary Uhlmann and Skye Price; include Claire Mousa and Steve Graham; as well as remove Ian McCarthy.

Signatories for all Westpac bank accounts held by Mornington Shire Council will include:

- Gary Uhlmann (no change)
- Skye Price (no change)
- Claire Mousa (new addition)
- Steve Graham (new addition)

Administrators and approvers for all Westpac bank accounts held by Mornington Shire Council will include:

- Gary Uhlmann (no change)
- Skye Price (no change)

- Claire Mousa (new addition)
- Steve Graham (new addition)

Ian McCarthy will be formally removed as signatory, administrator and approver from all Westpac bank accounts held by Mornington Shire Council.

**CARRIED 5/0**

### **13.2 FINANCIAL REPORT**

#### **RESOLUTION 2025/21**

Moved: Cr Jane Ah Kit

Seconded: Mayor Richard Sewter

That Council receive and note the financial report for February 2025.

**CARRIED 5/0**

10:53 am, Deputy Mayor Robert Thompson left the meeting

11:40 am, Deputy Mayor Robert Thompson returned to the meeting

11:29am, Mayor adjourned the meeting

11:31pm, Mayor reconvened the meeting

### **14 HUMAN RESOURCES MANAGEMENT**

#### **14.1 HUMAN RESOURCES REPORT**

#### **RESOLUTION 2025/22**

Moved: Cr Farrah Linden

Seconded: Cr Renee Wilson

That Council receive and note the human resources report for January 2025.

**CARRIED 5/0**

**15 GOVERNANCE****15.1 2025 CIVIC LEADERS SUMMIT****RESOLUTION 2025/23**

Moved: Cr Jane Ah Kit

Seconded: Cr Renee Wilson

That Council endorse Mayor Richard Sewter and Councillor Farrah Linden to participate at the 2025 Civic Leaders Summit, 12-13 March 2025, The Westin, Brisbane.

**CARRIED 5/0**

**15.2 CORRESPONDENCE FROM THE HONORARY CATHERINE KING MP - INFRASTRUCTURE PRIORITY LIST REFORMS****RESOLUTION 2025/24**

Moved: Mayor Richard Sewter

Seconded: Cr Jane Ah Kit

That Council receive and note the correspondence dated 5 February 2025 from the Honorary Catherine King MP regarding Infrastructure list reforms.

**CARRIED 5/0**

**15.3 INTERIM LOCAL ADVISORY COMMITTEE****RESOLUTION 2025/25**

Moved: Deputy Mayor Robert Thompson

Seconded: Cr Renee Wilson

That Council:

- 1) Formally appoint Bereline Loogatha, Roxanne Thomas, Michael Wilson, Delena Juhel and Talaseah Thompson to the Local Thriving Communities Interim Advisory Committee:
- 2) Endorse Mayoral correspondence to be sent to each Local Advisory Committee appointee congratulating them for their new role; and
- 3) Engage the services of a reputable first nations facilitator to lead an initial workshop with Local Advisory Committee members and community.

**4) CARRIED 5/0**

12:13pm, Mayor adjourned the meeting

12:18pm, Mayor reconvened the meeting

**16 PLANNING AND COMMUNITIES****16.1 QUEENSLAND GOVERNMENT DEPARTMENT OF HOUSING TENANCY SERVICES UPDATE****RESOLUTION 2025/26**

Moved: Cr Farrah Linden

Seconded: Cr Jane Ah Kit

That Council receive and note the report related to Queensland Government Department of Housing Tenancy Services for February 2025.

**CARRIED 5/0**

12:54pm, Mayor adjourned the meeting  
13:30pm, Mayor reconvened the meeting

13:30 pm, Cr Jane Ah Kit left the meeting

13:35 pm, Cr Jane Ah Kit returned to the meeting

**16.2 FORWARD REMOTE CAPITAL FUNDING AGREEMENT****RESOLUTION 2025/27**

Moved: Deputy Mayor Robert Thompson

Seconded: Cr Farrah Linden

That Council delegate the Chief Executive Officer to endorse proposed non-financial variation(s) to the Queensland Government Department of Housing and Public Works Forward remote capital funding agreement. This will enable scope of works amendments from construction of five (5) new homes and four (4) 2-bedroom units (including infrastructure works for Lot 926 Lardil Street), to enable construction of four (4) 2-bedroom units (including infrastructure works for Lot 926 Lardil Street) and the construction of plug-ins with the remainder of funds, comprising 2-bedroom extensions.

**CARRIED 5/0**

**16.3 ACCOMMODATION AND HOSPITALITY REPORT****RESOLUTION 2025/28**

Moved: Cr Farrah Linden

Seconded: Deputy Mayor Robert Thompson

That Council receive and note the report related to accommodation and hospitality for February 2025.

**CARRIED 5/0**

**16.4 FORWARD REMOTE CAPITAL HOUSING PROGRAM – PRIORITY PLUG-IN CONSTRUCTION LIST**

**RESOLUTION 2025/29**

Moved: Cr Jane Ah Kit  
Seconded: Cr Renee Wilson

That Council select five (5) absolute priority plug-in sites for rollout (subject to funding availability during the 2024/25 and 2025/26 financial years).

**CARRIED 4/0**

Cr Farrah Linden declared a Conflict of Interest for 16.4 – Forward Remote Capital Housing Program – Priority Plug-In Construction List. The Councillor abstained from discussion and voting.

**16.5 YOUTH HUB REPORT**

**RESOLUTION 2025/30**

Moved: Cr Farrah Linden  
Seconded: Deputy Mayor Robert Thompson

That Council receive and note the Youth Hub report for February 2025.

**CARRIED 5/0**

**17 HOUSING DEPARTMENT**

**17.1 HOUSING & FACILITIES REPORT**

**RESOLUTION 2025/31**

Moved: Cr Jane Ah Kit  
Seconded: Deputy Mayor Robert Thompson

That Council receive and note the housing report for February 2025.

**CARRIED 5/0**

**18 FACILITIES DEPARTMENT**

Nil

**19 ENGINEERING**

**19.1 ENGINEERING REPORT**

**RESOLUTION 2025/32**

Moved: Deputy Mayor Robert Thompson  
Seconded: Cr Jane Ah Kit

That Council receive and note the Engineering division report for February 2025.

**CARRIED 5/0**

**20 GENERAL BUSINESS**

Cr Jane Ah Kit – Enquiry about a stolen vehicle from the workshop.

CEO advised that the police are investigating and there procedures related to security at the workshop have been reviewed and improved.

Cr. Farrah Linden – Request for installation of signage at the spillway near the dam to not dump rubbish. Request for mowing and vegetation management along Gununa streets. Advice that footpaths also require attention grass is long and thick.

**21 CONFIDENTIAL REPORTS**

Nil

**22 NEXT MEETING**

The next meeting will be held on 26 March 2025.

**23 CLOSURE**

Mayor Sewter closed the meeting at 3:59pm.

Gary Uhlmann  
Chief Executive Officer.

Minutes Confirmed:

Mayor .....

Date: [enter date](#)

**Initial:** \_\_\_\_\_

Gary Uhlmann  
Chief Executive Officer

Unconfirmed minutes

Initial: \_\_\_\_\_

**8 DEPUTATIONS**

**9 ACTION SCHEDULE**

Nil

**10 POLICY DOCUMENTS**

Nil

**RECEPTION & CONSIDERATION OF OFFICERS REPORTS**

**11 MAYOR AND COUNCILLORS REPORTS**

Nil

**12 CHIEF EXECUTIVE OFFICER REPORT****12.1 CHIEF EXECUTIVE OFFICER'S REPORT**

**Author:** Chief Executive Officer

**Attachments:** Nil

**PURPOSE (EXECUTIVE SUMMARY)**

Chief Executive Officer's report related to activities for March 2025.

**BACKGROUND & PREVIOUS COUNCIL CONSIDERATION****1. Key Issues**

1. The establishment of an Indigenous Land Use Agreement (ILUA) with Gulf Regional Aboriginal Corporation (GRAC) is a high strategic priority. A meeting date is set for Wednesday 26<sup>th</sup> March.
2. The finances are still strong with usual cash flow challenges as we approach the end of the financial year. Some of the aged accounts receivable are proving problematic; some may need to be written off.
3. Funding approval has been received for emergency road works and this year's roads program planning has been completed. An additional water truck will be purchased to help with the road crew expansion.
4. The new library building has completed and many of the defects have been addressed. It is now fully cabled and the supporting technology has been enabled. The final step is the furniture and outfitting of the library and accessing the skills of a qualified librarian to assist us with the operational setup and training of local staff.
5. The tender process for the construction of the 4 x 2-bedroom single persons units has been completed and recommendations will be presented to Council.
6. Workshops have been held with government representatives on indigenous housing, our local Housing Plan and the Health Department's "Healthy Housing" Program related to fifty (50) social houses review and upgrades.
7. There is a strong focus on telecommunications connectivity and security upgrades, with significant work having been achieved during the month.
8. The establishment of the Local Advisory Group has been progressed and initial meetings, information packs and attendance at the Healthy Housing workshop have occurred.
9. A community meeting is planned to follow the ILUA meeting scheduled with GRAC, which will allow the community to be fully briefed about the areas being negotiated.
10. The Mayor and Councillors will be attending the LGAQ Indigenous Leaders' Forum in April.

**RECOMMENDATION**

That Councillors receive and note the Chief Executive Officer's report for March 2025.

**13 FINANCE****13.1 FINANCIAL REPORT**

**Author:** Financial Accountant

**Attachments:** 1 Financial report - February 2025

**PURPOSE (EXECUTIVE SUMMARY)**

The purpose of this report is to present Council with a monthly consolidated financial snapshot of key information regarding the financial position of Mornington Shire Council.

**BACKGROUND & PREVIOUS COUNCIL CONSIDERATION**

Finance reports enable Elected Members to monitor Council performance and conduct duties in a financially responsible manner, whilst being made aware of potential risks, ensuring efficient use of resources and aspiring for long-term sustainability.

All figures are year to date until 28 February 2025.

**FINANCIAL & RESOURCE IMPLICATIONS**

Council is operating within allocated 2024/25 budgets.

**RECOMMENDATION**

That Council receive and note the financial report for March 2025.

## Monthly Finance Report February 2025

The purpose of this report is to present to the Council a monthly consolidated financial snapshot of key information regarding the financial position of the Mornington Shire Council

This is to enable the council to conduct their duties in a financially responsible manner, whilst being made aware of potential risks

Thus, ensuring decisions are made ensuring the most efficient use of available resources.

This fiscally responsible approach helps to ensure a sustainable local government entity, for the benefit of all stakeholders.

- 2 [Story](#)
- 3 [Learnings](#)
- 4 [Revenue and Expenses](#)
- 5 [Numbers](#)
- 6 [Money](#)
- 7 [Cashflow](#)
- 8 [Compliance](#)
- 9 [Project Status](#)
- 10 [Opportunities](#)

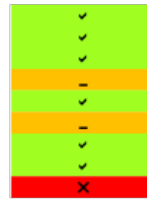
All numbers are year to date up until 28-February-2025

### Traffic Lights

✓	On track
-	Need to monitor
x	Needs attention

This month's activities

Cashflow was negative. Council has \$11m invested with Queensland Treasury Corporation, earning interest.  
 Cashflow continues to be monitored closely, to last until 30 June 2025.  
 Local Buy was fully rolled out and on island training was completed.  
 Library was handed over from HC and debtors investigated.  
 Audit for 2024 commenced.  
 Plug in at 30 Lardil Street recommenced work after negotiations with James Construction.  
 2023 Audit rectification program commenced.  
 Investigating purchasing plant for a second roads micro crew.  
 Accounts Receivable is now a major focus as is any credit accounts.



## Questions and Learnings

### How? What? Why? Why? Why?

Best question to ask is - What keeps you awake at night?

This month's focus is Payables and receivables

What we owe and what we are owed

Again this was a snap shot of time

#### Receivables

Current	< 1 Month	1 Month	2 Months	3 Months	Older	Total
471,409.91	253,592.16	392,555.60	63,363.69	62,198.53	3,434,223.48	4,677,343.37
30%	8%	2%	2%	2%	56%	100%

Money that is owed, Normally terms are 30 days.

Anything that goes to 2 months or more is a problem

The 3 months or older is moving to debt collection territory

Debt collection is problematic and costly

Letter of demand with a timeframe for payment

Must have proof of delivery or service, contract terms, PO's are advantageous

Legal action in a court

Much of the older items are from 3-5 years ago and will end up being written off as a bad debt.

Provisions have been made to write off much of the older amounts

#### Payables

Current	< 1 Month	1 Month	2 Months	3 Months	Older	Total
691,686.01	49,732.28	6,242.07	0.00	0.00	1,093,208.90	1,840,869.26
38%	3%	0%	0%	0%	59%	100%

Many if the older items are from three years ago

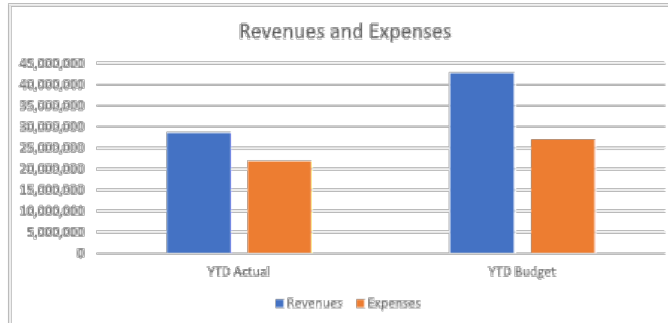
Cashflow is vital to our operation and an area of heavy focus so as we shift to prepayments or cash transaction

There is less money to chase and potentially loose

Also costs are clear as upfront and not at the end of a period

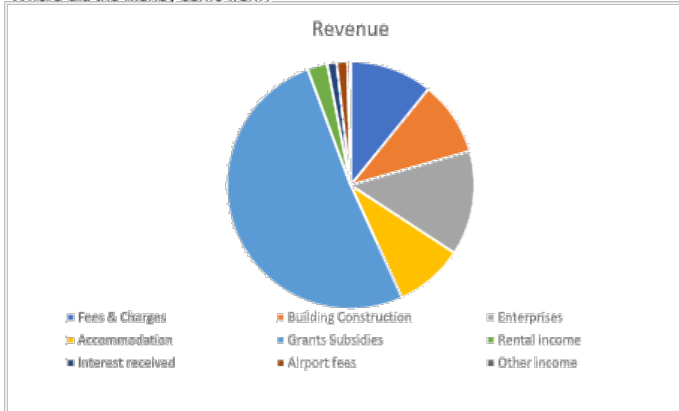
### Revenues and Expenses

All numbers are year to date up until 28-February-2025

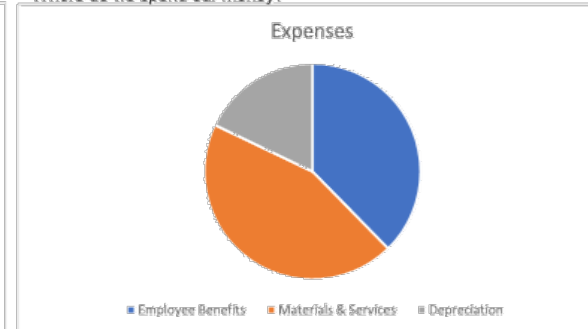


Did we make a profit ?

Where did the Money come from?



Where do we spend our money?



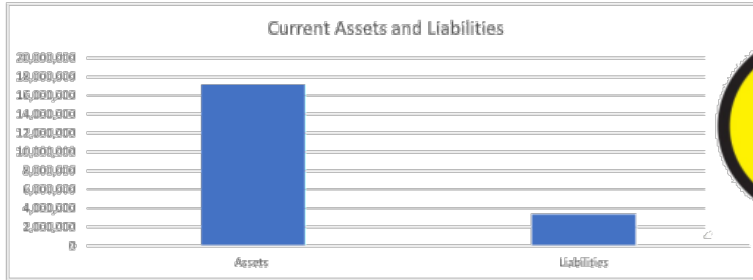
Details in the numbers

Statement of comprehensive Income Year to date up until 28-February-2025

Revenue	Actual \$	Budget \$	Variance \$		Last Year \$	
<b>Recurrent Revenue</b>						
Fees & Charges	3,090,902	3,245,060	-154,158	-	2,779,545	✓
Sales Revenue - Building Construction	2,783,581	3,280,000	-496,419	-	790,144	✓
Sales Revenue - Enterprises	3,896,339	3,890,000	5,339	-	2,849,934	✓
Accommodation	2,560,825	2,830,000	-269,175	-	1,986,656	✓
<b>Total Recurrent Revenue</b>	<b>12,330,647</b>	<b>13,245,060</b>	<b>-914,413</b>		<b>8,406,280</b>	✓
					0	
<b>Capital Revenue</b>					0	
Capital, Grants, Subsidies, Contributions & Donations	14,605,759	27,634,226	-13,028,467	X	13,559,080	✓
<b>Total Capital Revenue</b>	<b>14,605,759</b>	<b>27,634,226</b>	<b>-13,028,467</b>		<b>13,559,080</b>	✓
	0	0	0		0	
Rental income	743,447	1,065,543	-322,096	-	648,608	✓
Interest received	349,360	153,653	195,707	✓	148,253	✓
Airport Landing & Passenger fees	399,752	393,432	6,320	✓	334,286	✓
Other income	120,425	280,992	-160,567	X	155,136	-
	1,612,984	1,893,620	-280,637		1,286,284	
<b>Total Revenue</b>	<b>28,549,390</b>	<b>42,772,907</b>	<b>-14,223,517</b>		<b>23,251,644</b>	✓
<b>Expenses</b>						
<b>Recurrent Expenses</b>						
Employee Benefits	8,217,887	9,638,115	-1,420,228	✓	6,607,897	-
Materials & Services	9,695,195	13,497,618	-3,802,423	✓	5,968,059	-
<b>Total Recurrent Expenses</b>	<b>17,913,082</b>	<b>23,135,733</b>	<b>-5,222,651</b>		<b>12,575,956</b>	-
<b>Total Expenses</b>	<b>17,913,082</b>	<b>23,135,733</b>	<b>-5,222,651</b>		<b>12,575,956</b>	-
<b>Net Operating Surplus/ (Deficit) Before Depreciation</b>	<b>10,636,308</b>	<b>19,637,174</b>	<b>-9,000,866</b>		<b>10,675,688</b>	-
<b>Less: Non Cash Expenditure</b>						
Depreciation	3,908,998	3,859,503	49,495	✓	3,439,948	✓
<b>Total Expenditure</b>	<b>21,822,080</b>	<b>26,995,236</b>	<b>-5,173,157</b>		<b>16,015,904</b>	✓
<b>Net Operating Surplus/ (Deficit)</b>	<b>6,727,310</b>	<b>15,777,671</b>	<b>-9,050,360</b>	X	<b>7,235,740</b>	✓

### Cash Position

All numbers are year to date up until 28-February-2025



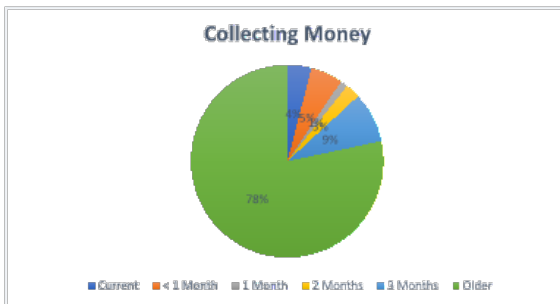
Assets		Liabilities	
Cash at bank Unrestricted	3,816,203	Creditors	1,943,766
Cash at bank Restricted	8,690,567	GST	-26,576
Debtors	4,656,724	PAYG	817,339
	<u>17,163,494</u>	Employee entitlements	652,004
			<u>3,386,532</u>

#### Receivables

Current	< 1 Month	1 Month	2 Months	3 Months	Older	Total
178,625.40	240,734.27	54,578.32	112,234.24	375,998.74	3,484,437.44	4,446,608.41
38%	8%	2%	2%	2%	56%	100%

#### Payables

Current	< 1 Month	1 Month	2 Months	3 Months	Older	Total
826,196.80	16,867.46	2,551.83	4,806.97	0.00	1,093,342.53	1,943,765.59
43%	1%	0%	0%	0%	56%	100%



Who owes us money (Debtors) But hasn't paid soon enough	Over 90 days	Total
AISS (Australian Indigenous Security Service Pty Ltd)	1,347,188	1,445,468
Dept of Energy and Public Works - QBuild BASFW	97,634	97,634
DHLGPPW - Dept of Housing, Local Government, Planr	187,533	187,533
Gulf Regional Aboriginal Corporation	389,479	403,817
GUNUNAMANDA LIMITED T/A Gununamanda Store	172,957	175,069
James Construction Queensland Pty Ltd	454,784	496,711
HC Building and Construction	92,191	92,191
Rex Airlines	174,585	174,586
Total of above and others	<u>\$3,484,437</u>	<u>\$4,446,608</u>



AISS (Australian Indigenous Security	1,008,750	1,147,854
This is a problematic debt		338,438

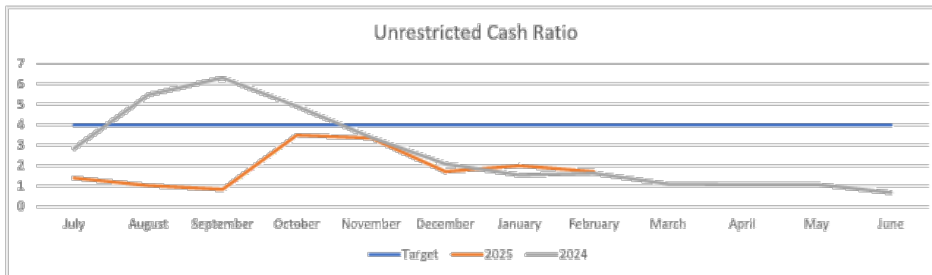
Cashflow

4

All numbers are year to date up until

28-February-2025

Account	Jul 2024	Sept 2024	Dec 2024	Feb 2025
<b>Normal Business</b>				
Money in	6,179,903.59	2,865,109.88	2,502,640.19	1,452,623.07
Money Out	(5,296,899.69)	(2,680,719.14)	(2,823,084.32)	(2,154,374.30)
<b>Difference</b>	<b>883,003.90</b>	<b>184,390.74</b>	<b>(320,444.13)</b>	<b>(701,751.23)</b>
<b>Capital Grants</b>				
Money in	344,779.25	487,991.68	0.00	73,370.12
Money Out	94,520.18	(641,613.08)	(809,956.80)	(124,802.73)
<b>Difference</b>	<b>439,299.43</b>	<b>(153,621.40)</b>	<b>(809,956.80)</b>	<b>(51,432.61)</b>
Other (Super BAS)	(920,443.18)	(822,997.55)	(2,598,225.05)	(63,040.54)
	(920,443.18)	(822,997.55)	(2,598,225.05)	(63,040.54)
	<b>401,860.15</b>	<b>(792,228.21)</b>	<b>(3,728,625.98)</b>	<b>(816,224.38)</b>
<b>Bank</b>				
Start	3,614,859.26	2,728,335.16	7,845,484.50	4,615,137.39
Difference	401,860.15	(792,228.21)	(3,728,625.98)	(816,224.38)
End	4,016,719.41	1,936,106.95	4,116,858.52	3,798,913.01



This year

Unrestricted Cash Expense Ratio

Month	Target	Actual
July	4	1.40
August	4	1.02
Septemt	4	0.83
October	4	3.49
Novemb	4	3.35
Decemb	4	1.71
January	4	2.00
February	4	1.70

Are we up to date with all the numbers  
and ticking the boxes

Task	Traffic Light	Due	Due next	Notes
ATO Reporting	✓		21/03/2025	
Workover	✓		15/09/2025	
Insurance	✓		21/03/2025	
Audit 2024	✓			
Grant reporting	✓		15/02/2025	Revaluations are the final piece of the puzzle
Paying Invoices	✓	Ongoing		Greatly improved quarterly reporting commenced a first for a considerable time
5 Year Plan	✓	Ongoing		With the exception of AISS up-to-date and cleaned up
QTC 10 Year forecast	–	Ongoing		
Policies	–	Over		Draft forecast completed
Budget 2026	✓		May-25	To be reviewed and adopted
Debt Recovery	✗			
Contracts Register \$200k+	✗			
Contracts Register All	✗			

Measures of Financial Sustainability

Operating Surplus Ratio

Target: 0%-10% 24% ✓  
*Net operating result divided by total operating revenue*

Operating Cash Ratio

Target: Greater than 0% 37% ✓  
*Net operating result add Depreciation Amortisation add Finance Costs divided by total operating revenue*

## Funeral Fund


Mornington Shire Council		
Balance Sheet Reconciliation		30/06/202
Description	5265 - Carriage Limit - Funeral Fun	
Account Number		526
Trial Balance		11,794.2
Reconciliation		11,794.2
Variance		0.0

Date	Description
30/06/2024	Deposits from Carriage Limit
30/06/2024	Funeral Payments
	Balance to be carried forward to next year


This is an excerpt from our Balance Sheet Reconciliations a snapshot as at 30 June 2024  
 Part of a comprehensive program put in place to clean up historical balances in the accounts  
 One year of operation resulting in a surplus of \$11,794.24  
 The fund is currently sitting at \$28,510.57

## Audit

Each month I will go through two points from the report

<p>22CR-7</p>		<p><b>Paying super on leave loading</b>                  Identified that Council had not been paying superannuation on leave loading in line with ATO's requirements.</p>	<p><b>Resolved pending audit clearance</b>                  Council has corrected this and has been paying super on all leave loading since 30 June 2024.                  Responsible officer: Chief Financial Officer                  Original action date: September 2024                  Revised action date: June 2025</p>
---------------	---	---	---

This was corrected over a year ago but not cleared by 30 June 2023  
 It was identified this when I first started and following consultation took corrective action  
 I would envisage this will be cleared in this Audit

<p>17IR</p>		<p><b>No review of bank reconciliations</b>                  No independent review of bank reconciliations is enforced by an individual independent of the banking and receiving process.</p>	<p><b>Work in progress</b>                  An independent review of bank reconciliations will be implemented.                  Responsible officer: Financial</p>
-------------	---	---	--

## Opportunities

### GRANTS AWAITING APPROVAL or APPLICATION

		Grant Value
Golf Frisbee	Successful grant	\$10k
Recreational Precinct	Lodged	\$650k
Air port runway reseal	Lodged	\$4m
Town Plan Review	Lodged	\$100k
SES small shed	Lodged	\$150k
SES ATV	Lodged	\$66k
Seating, Gardens & Shelter Cemetery	Lodged	\$30k
Flag Poles	Lodged	\$17K

### INITIATIVES

Warehouse Roof Replacement	Seeking Funding	Estimated cost \$200k
Batching Plant Upgrade	Seeking Funding	
Oval Resurfacing	Inspection January 25	
Church Airconditioning		
Festival Grounds Upgrade		
Landfill Upgrade	Seeking Funding	
Sewerage Ponds Upgrade	Seeking Funding	
Healthy Homes Programme	Appraisal and upgrade of 50 homes a year for two years	
Solar Farm	Waiting on information	

## 14 HUMAN RESOURCES MANAGEMENT

### 14.1 HUMAN RESOURCES REPORT

**Author:** Human Resources Manager

**Attachments:** Nil

#### **PURPOSE (EXECUTIVE SUMMARY)**

The purpose of this report is to provide a summary of Human Resources activities for the month of March 2025.

#### **BACKGROUND & PREVIOUS COUNCIL CONSIDERATION**

##### *Human Resources (HR) Strategic Actions 2025*

The following key strategies and actions of the plan were undertaken in respect to the eight strategies:

People and Culture – Attract, Develop and Retain

Staff Movements

The month of March resulted in the resignation of seven (7) employees, with the incarceration of a further two (2) employees.

##### *Recruitment Activity*

Waste Management and Illegal Dumping Supervisor has commenced employment and has been focussed on ensuring that resident's damaged garbage bins are being replaced.

Candidates for the following vacant positions are still being sourced:

- Senior Carriage Officer
- Works Coordinator (2)
- Diesel Mechanic
- Manager Communities
- Communications Officer
- Senior HR Officer
- Administration Officer

Employment opportunities for four (4) Traffic Controllers will be Advertised in April.

##### *HR Innovation and Continuous Improvement*

Work has commenced on the development and implementation of MSC's HR Core & Analytics Human Resources Information System. Once the Core HR is configured work will commence on the Recruitment and Onboarding modules. The system will have as its foundation position or establishment management and allocation.

##### *Investing in our employees and community*

A meeting of all supervisors and managers was held to openly communicate and brief managers and supervisors on the pending Workplace Health and Safety audit to be conducted in May and their responsibilities in preparing for the audit and to ensure employee and teams are prepared and meet the compliance and audit standards.

Training and skills development was conducted for apprentices and trainees by external Registered Training Organisations supporting them through their apprenticeships.

#### HR Metrics and Workforce Analytics

- The organisations resourcing at the time of the writing of this report totals 163 employees consisting of 122 full-time, 6 part-time and 35 casual employees.
- Reviews into staff attendance has again been conducted with staff with poor performance / attendance being advised again of their contractual obligations and the requirement under their contracts to work 38 hours. Should there be no improvement in their attendance over the last two weeks of March they will be invited to one-on-one meetings to discuss the reasons for their noncompliance and identify alternate employment options.

#### *Workforce Planning and Performance*

The organisation's establishment and organisation structures have been reviewed and finalised. The staffing profile will be used to support assist in the configuration of the HRIS and the organisations budget setting for salaries and wages.

Work towards developing a '*discussion paper*' regarding possible incentives and the issue of managing workplace attendance for Council and addressing the current difficulties the Council is experiencing is being developed.

#### *Employee Workplace Health and Safety*

The focus during March has been on the WHS audit scheduled in May. The WHS Officer is working with all departments to ensure all required systems and processes are in line with the requirements for the Audit.

- The area for designated asbestos at the waste management facility has been determined by the Director Engineering. Asbestos still in skip bin waiting to be buried in designated area.
- Ongoing discussions and plans in relation to gas storage and delivery. Gas decanting area is still ongoing but making progress. Barge shed spill kit has been received.
- Evacuation plans for VAC2, and Tavern were completed and have been installed.
- Wormald were on island for inspections 11 - 14 March.
- NQ Cranes scheduled for hoist and overhead crane inspections.

#### *Three (3) incidents reported*

- 1 break in at workshop - Stolen vehicle and property damage.
- 1 vehicle damage - minor. The vehicle was stationary.
- 1 Carriage limit incident - intoxicated person.

A Certificate III in Rural Operations Training was conducted during late February for small engines, chemical training chainsaw refresher with those undertaking training learning to repair and service all mowers and whipper snippers.

**FINANCIAL & RESOURCE IMPLICATIONS**

Council's Human Resources functions are operating within allocated 2024/25 budgets.

**RECOMMENDATION**

That Council receive and note the human resources report for March 2025.

**15 GOVERNANCE****15.1 CHILD SAFE ORGANISATIONS ACT 2024**

**Author:** Director Corporate and Community

**Attachments:** 1 Child Safe Act information flyer

**PURPOSE (EXECUTIVE SUMMARY)**

The purpose of this report is to highlight the introduction of the Queensland Child Safe Organisations Act 2024 and the mandatory requirements, as well as timelines for Local Government entities.

**BACKGROUND & PREVIOUS COUNCIL CONSIDERATION**

The Chief Executive Officer received from correspondence from Mr Luke Twyford, Principal Commissioner, Queensland Family and Child Commission, dated 27 February 2025.

The letter was to advise that Queensland's new *Child Safe Organisations Act 2024* was passed in Parliament on 11 September 2024.

This new legislation is described as "aim[ing] to build a culture of safety and wellbeing for all Queensland children. Queensland organisations that engage in child-related work, provide services specifically for children or facilities for children's use, will be required to comply with new legal responsibilities. Specifically, the Act introduces ten Child Safe Standards, a Universal Principle, and a Reportable Conduct Scheme".

The Child Safe Standards and Universal Principle will be introduced from 1 October 2025 through a staged process with full implementation in place by 1 April 2026.

Importantly for Mornington Shire Council, Local Governments will need to be able to demonstrate compliance with the Child Safe Standards and the Universal Principle from 1 October 2025.

**FINANCIAL & RESOURCE IMPLICATIONS**

Adherence with the Child Safe Organisations Act (2024) mandatory requirements will require significant staff resourcing to undertake audits, reporting and records management. This has not yet been quantified.

**RECOMMENDATION**

That Council receive and note the report related to introduction of the Child Safe Organisations Act 2024, as well as the accompanying Child Safe Organisations Act standards, universal principle and reportable conduct scheme.



## Queensland is taking the next step to safeguard children

Safeguarding children against harm is a shared responsibility that requires a collective effort across organisations, communities and regulators. Children have the right to be safe, always, and it is the responsibility of the adults and systems around them to make every effort to ensure this right is upheld.

The Child Safe Organisations system will build child safe cultures where children are valued, heard and at the centre of everything they do. The Queensland Family and Child Commission (QFCC) is responsible for ensuring the Child Safe Organisations system is implemented across Queensland and monitored.

### QFCC's key functions

The *Child Safe Organisations Act 2024* (the Act) outlines that the QFCC's key functions are to:

- take a responsive, risk-based approach to regulation with an emphasis on capacity building
- provide centralised oversight, working collaboratively with sector regulators to support organisations to implement Child Safe Standards
- administer, oversee, and monitor the operation and reporting of allegations of reportable conduct under the Reportable Conduct Scheme.

The QFCC has enforcement powers to apply in a tailored manner with consideration to the type of organisation and seriousness of noncompliance. Strong action will be taken for serious situations and penalties will apply.

### QFCC's role

The QFCC will engage with regulators to implement Child Safe Standards across Queensland and ensure a coordinated and consistent approach to safeguarding children.

Regulatory agencies, such as government departments and non-government peak bodies, have pre-established relationships and communication channels that will effectively support the implementation of these standards across Queensland.

### Compliance to Child Safe Standards

In Queensland, the Child Safe Standards apply to a broad range of organisations, including schools, sports clubs, religious institutions, and community services. These organisations are required to implement policies and practices that promote child safety, such as conducting thorough background checks of employees and volunteers, providing training about protecting the safety of children and establishing procedures for responding to any concerns or incidents.

### Queensland Legislation

The *Child Safe Organisations Act 2024* is "an Act to establish child safe standards and a Reportable Conduct Scheme to promote and protect the rights, interests and wellbeing of children in Queensland". A child is anyone under the age of 18 years.

The main purpose of the Act is to:

- protect children from harm
- promote the safety, wellbeing and best interests of children.

The Act achieves three main outcomes. It:

1. establishes that all Queensland 'child safe entities' must comply with 10 Child Safe Standards, based on the National Principles and a Universal Principle for cultural safety for Aboriginal and Torres Strait Islander children
2. establishes a reportable conduct scheme for the oversight of reporting and investigations into allegations of child abuse by organisations within scope
3. establishes the Queensland Family and Child Commission as the independent oversight body responsible for administration of Child Safe Standards and a Reportable Conduct Scheme.

**By adhering to the Child Safe Standards, organisations in Queensland play a critical role in safeguarding children, providing the safe, supportive environments they need to thrive.**

### What are Child Safe Standards?

The Child Safe Standards are a set of guidelines designed to help organisations create environments that are safe for children and young people. These standards are grounded in a commitment to ensuring that all children are protected from harm, including abuse and neglect, while participating in activities and receiving services from organisations.

### What is the Universal Principle?

The Universal Principle is a core principle to promote and uphold the right to cultural safety for Aboriginal and Torres Strait Islander children when implementing the child safe standards. This principle requires that organisations adopt a proactive and comprehensive approach to safeguarding, ensuring that their policies, practices, and cultures are inclusive and protective. Compliance with the Universal Principle is crucial as it establishes a foundation for trust and accountability, helping to prevent harm and promote positive outcomes.

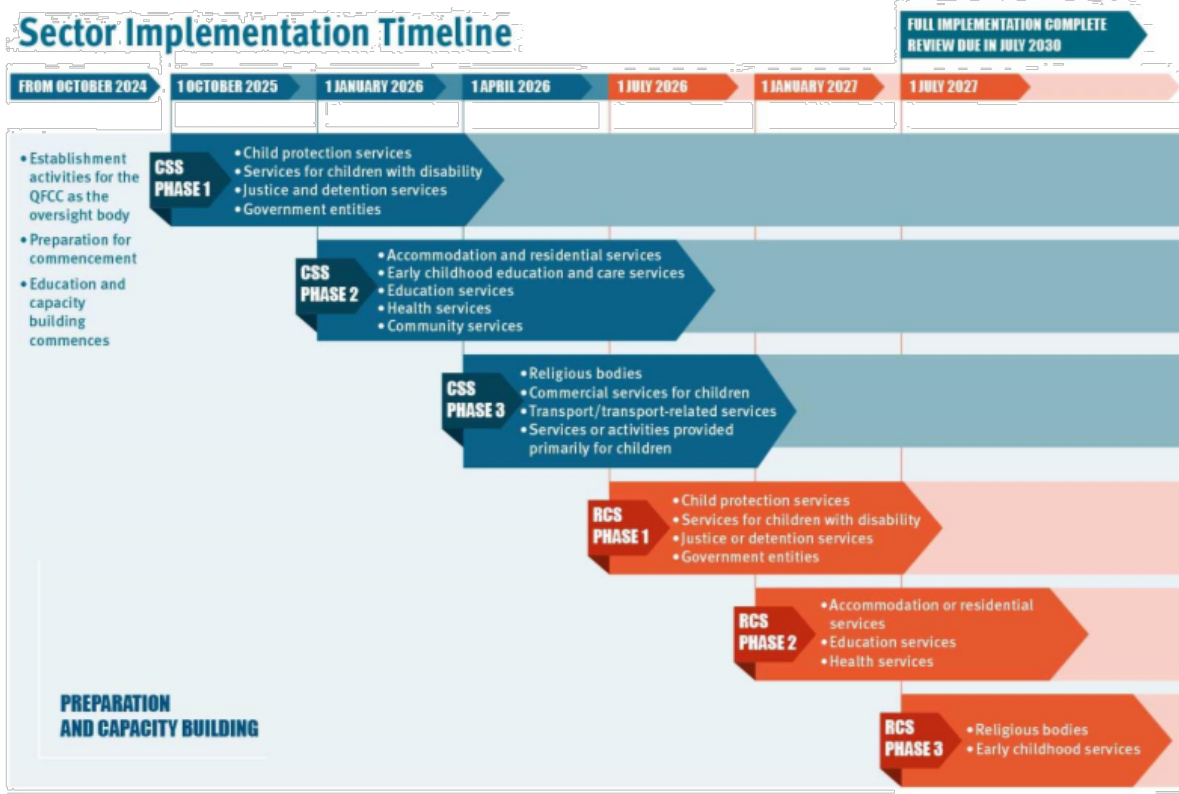
### What is a Reportable Conduct Scheme?

The Reportable Conduct Scheme is a protective measure designed to ensure the safety and wellbeing of children by holding those in positions of trust accountable. Under this scheme, organisations are required to report any allegations or instances of misconduct involving children, such as abuse, neglect, or inappropriate behaviour, by their employees or volunteers. The purpose is to ensure that all concerns are properly investigated and addressed, creating a safer environment for children. This scheme is vital as it reinforces community trust, ensures transparency, and helps prevent harm by promoting accountability and action against misconduct.

### When will implementation occur?

Implementation is planned to commence from January 2025, with full operation expected by July 2027.

See the **Sector Implementation Timeline** below for key dates that may impact your organisation.



For more information, visit [www.qfcc.qld.gov.au/childsafes](http://www.qfcc.qld.gov.au/childsafes)



**15.2 INQUIRY INTO CROCODILE CONTROL AND CONSERVATION BILL 2025**

**Author:** Director Corporate and Community

**Attachments:** 1 Crocodile control and conservation bill - Explanatory notes

**PURPOSE (EXECUTIVE SUMMARY)**

The intention of this report is to highlight a Queensland Government Parliamentary Inquiry related to a Crocodile Control and Conservation Bill 2025.

**BACKGROUND & PREVIOUS COUNCIL CONSIDERATION**

On Wednesday 19 February 2025, Mr Shane Knuth MP, Member for Hill introduced the Crocodile Control and Conservation Bill 2025 into the Queensland Parliament. The Bill was referred to the Health, Environment and Innovation Committee for detailed consideration.

The purpose of the Bill is to respond to calls from North Queenslanders over concerns that increasing crocodile populations, increased sightings in populated communities, and increased crocodile attacks. The Bill establishes the Queensland Crocodile Authority to manage and administer the scheme, to be based in Cairns.

The Bill aims to eliminate crocodiles which pose a threat to human life from Queensland waterways, while continuing to protect crocodiles from becoming extinct. Explanatory notes related to the Bill are attached.

The committee invites submissions addressing any aspect of the Bill from all interested parties. The closing date for written submissions is Thursday 3 April 2025.

The committee will hold a public hearing in Brisbane on Wednesday 21 May 2025.

**FINANCIAL & RESOURCE IMPLICATIONS**

There are no overt costs associated with submissions to any Queensland Government parliamentary enquiries, other than administration time.

**RECOMMENDATION**

That Council make a submission to the Queensland Parliamentary Health, Environment and Innovation Committee about crocodile control and conservation, by the Thursday 3 April 2025 deadline.

# Crocodile Control and Conservation Bill 2025

## Explanatory Notes

### Short title

The short title of the Bill is the Crocodile Control and Conservation Bill 2025.

### Policy objectives and the reasons for them

The Crocodile Control and Conservation Bill 2025 has multiple policy objectives. The Bill places greater value on human life by responsibly reducing the risk of crocodile attacks as much as possible. It aims to eliminate from our waterways any crocodiles that pose a threat to human life, while continuing to protect crocodiles from becoming extinct as a species.

The policy of prioritising human life over that of crocodiles came about in response to calls from North Queenslanders for action in response to an increasing crocodile population, increased sightings in populated communities and increased crocodile attacks.

Communities across North Queensland are consistently reporting significant increases in crocodile numbers.

Waterways which people previously regularly swam in, are now infested with crocodiles.

According to data from the Queensland Department of Environment, Science and Innovation, there were 1,216 saltwater or estuarine crocodile sightings reported in 2023, beating the previous high of 1,185, set in 2021.

This is a huge increase on 2010, when there were just 176 sightings reported to the department.

A more effective crocodile management strategy is urgently required to reduce the risk to human life.

The increase in crocodile numbers not only endangers human lives, it adversely and significantly affects the way North Queenslanders live.

Many rowing and skiing clubs have closed their doors because crocodiles drove their members away. Life-saving nipper numbers have drastically dropped off, directly related to parent fears about the increase in crocodile sightings on North Queensland beaches.

Tourism businesses are feeling the effect of an increase in numbers which in turn increases the risks of operating their businesses.

The Crocodile Control and Conservation Bill 2025 would ensure that all crocodiles are immediately removed by an authorised person if located in a populated waterway.

The definition of populated waterways would be determined by the Queensland Crocodile Authority (QCA).

This removal may involve killing or relocating the crocodile to an authorised crocodile farm or crocodile sanctuary.

---

Crocodile Control and Conservation Bill 2025

---

It would involve the removal of crocodiles immediately from urban or public areas commonly used by humans for recreation.

In unpopulated waterways, landowners, where waterways run through their properties will also be able to apply to the QCA to request for immediate removal of crocodiles by rangers or approved qualified persons.

If managed responsibly, crocodiles have the potential to be a great asset for Queensland, rather than just a danger to people.

As well as protecting human lives, the Crocodile Control and Conservation Bill 2025 aims to create a significant and sustainable crocodile industry in Queensland.

Currently, only 5,000 eggs are allowed to be harvested in Queensland under a ten-year pilot program, which ceases in 2028, as compared to 90,000 annually in the Northern Territory.

Evidence suggests egg harvesting can help sustain crocodile populations, rather than diminish them, and creates a huge economic opportunity, which is currently untapped in Queensland.

Indigenous landholders will likely see the value in crocodile eggs, and the income they can generate.

If there are crocodile eggs on their land, they can choose to leave the eggs, harvest the eggs and sell them, or have someone else pay to come onto their land and harvest them.

Significantly, the Crocodile Control and Conservation Bill 2025 will also give additional powers to indigenous landholders to apply to manage crocodiles on their land.

Indigenous landholders have a connection with and understanding of the land and should be empowered to manage that land as they see fit.

This Bill allows them to apply to do that in relation to crocodiles.

This will empower indigenous landholders, by placing a value on crocodiles and thereby creating an unprecedented economic opportunity for these landholders.

Indigenous landowners will be empowered in regards to all aspects of crocodile management. If a crocodile is on their property, they may choose to;

- Have it relocated to a farm or crocodile sanctuary or;
- Let it remain on their property or;
- Choose for it to be euthanized, either;
  - They may do this themselves by shooting, harpooning or using traditional methods or;
  - Accept payment from a quota of "High End Clients" who wish to live harvest the crocodile.

By placing a value on crocodiles, indigenous landholders are unlikely to simply kill all of the crocodiles on their land, unless this is necessary for them to safely live and operate on that land.

Ultimately, people who live in North Queensland are best placed to manage crocodiles.

---

Crocodile Control and Conservation Bill 2025

---

### **Achievement of policy objectives**

The Bill achieves the policy objectives outlined above by creating the Queensland Crocodile Authority (QCA).

The Bill ensures the Queensland Crocodile Authority is based in Cairns, with all staff sourced regionally.

The Bill also creates an advisory committee to provide recommendations to the Queensland Crocodile Authority.

The committee is to be made up of people to provide a balanced management policy taking into account conservation of the crocodile population to ensure they don't become extinct, commercial opportunities and reducing the threat to humans in populated waterways.

It is important to ensure Queensland has the best possible advice on managing its crocodile population, while protecting Queenslanders and creating a crocodile industry that will financially benefit the state and its landholders for many years to come.

Under the Bill, the Queensland Crocodile Authority would be solely responsible for all aspects of crocodile management in Queensland, including:

- A complete review of the current Management Zones under the Queensland Crocodile Management Plan to implement a zero-tolerance zone to remove all crocodiles reported in areas deemed as populated waterways by killing them or moving them to an approved crocodile farm or sanctuary.
- Development of flexible policies on Crocodile management, through consultation with different individual Indigenous communities to deliver a specifically designed management program, considering cultural sensitivities;
- Increase current allowable egg harvesting limits which would be reviewed annually.
- Oversee egg harvesting permits with incentives specific to indigenous communities to set-up egg harvesting enterprises.
- Manage approvals and permits to allow traditional landowners to hunt or remove crocodiles on private land with the landholder's consent.
- To allow private landholders to contact the QCA to have crocodiles removed on their property.
- Conduct controlled annual crocodile removal programs along Queensland's populated east coast to constrain population growth and reduce crocodile numbers in populated regions.

### **Alternative ways of achieving policy objectives**

Some views were expressed during consultation that no crocodiles should be killed or relocated.

This does not align with the policy objective of keeping humans safe from crocodiles.

Other views were expressed that the policy objective of keeping humans safe from crocodiles could be achieved by relocating any problem crocodiles to other locations.

---

#### Crocodile Control and Conservation Bill 2025

---

However, a recent joint Department of Environment, Science and Innovation (DESI)-CSIRO study recently found Queensland crocodiles like to stay close to home with most remaining within 50km of where they hatched.

In fact, most crocodile parents and offspring in Queensland are found within 10km of each other.

While crocodiles are capable of moving anywhere along Queensland's coastline, the study also showed most of the 20,000 to 30,000-strong population were in the far north.

Almost 80 per cent of Queensland's crocodile population is located north of Cooktown and in the Gulf of Carpentaria in the far north.

Consultation with experts also suggested that crocodiles may become more dangerous once they have been relocated, therefore, crocodiles should only be relocated to crocodile farms, sanctuaries or properly managed reserves.

Consultation also revealed that because there are so many crocodiles that require removal to keep people safe, it is very unlikely there would be the desire from existing crocodile farms to house all of these crocodiles.

Based on extensive consultation and recent studies it is clear that a combination of killing and relocation to farms or sanctuaries is the best way to achieve the policy objective.

#### **Estimated cost for government implementation**

Costs associated with implementation of the Bill relate to the establishment and operation of the Queensland Crocodile Authority. These costs will be met from within existing departmental allocations.

#### **Consistency with fundamental legislative principles**

The Bill has been drafted with regard to the fundamental legislative principles as defined in section 4 of the *Legislative Standards Act 1992* and is consistent with fundamental legislative principles.

#### **Consultation**

Significant consultation has been undertaken ongoing, across several years in preparation of this Bill, including detailed engagement with affected communities through public forums and private engagement, along with recent studies. Other major Stakeholder groups consulted include:

- Indigenous groups;
- Local government;
- Crocodile experts;
- Professional & recreational fishing community and other community groups.

#### **Consistency with legislation of other jurisdictions**

This Bill creates a new Authority within the Department of Environment and Heritage Protection to enable several activities for the management of crocodiles in Queensland waterways. State based crocodile management frameworks exist in other states and territory's including some of the activities contemplated in this Bill.

---

Crocodile Control and Conservation Bill 2025

---

There may be some areas of the Bill that may encroach on the commonwealth Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act).

However, previous consultation with the commonwealth government Minister has indicated a willingness to consider mechanisms that will ensure no conflict between this Bill and the commonwealth Act exist.

**15.3 LOCAL ADVISORY COMMITTEE - EXPRESSION OF INTEREST**

**Author:** Director Corporate and Community

**Attachments:** 1 Local Advisory Committee - EOI - Helen Moon

**PURPOSE (EXECUTIVE SUMMARY)**

The purpose of this report is to highlight an additional Expression of Interest submission for the Local Thriving Communities Interim Local Advisory Committee.

**BACKGROUND & PREVIOUS COUNCIL CONSIDERATION**

During the February 2025 Ordinary Council meeting, Elected Members resolved to appoint Bereline Loogatha, Roxanne Thomas, Michael Wilson, Delena Juhel, and Talaseah Thompson to the Local Thriving Communities Interim Local Advisory Committee.

Following those appointments, one committee role remained vacant. Subsequently, Friday 21 March 2025, an additional Expression of Interest (EOI) was received from Helen Moon. Please see the EOI attached.

**FINANCIAL & RESOURCE IMPLICATIONS**

Administration of the Local Thriving Communities Interim Local Advisory Committee is funded by the Queensland Government.

**RECOMMENDATION**

That Council endorse Helen Moon's Expression of Interest for participation as a part of the Local Advisory Committee, as the sixth committee representative.



**MORNINGTON SHIRE COUNCIL**

**Interim Local Advisory Committee  
Self-Nomination Form**

All Self-Nomination Forms must be returned to [rhianna.williams@morningson.qld.gov.au](mailto:rhianna.williams@morningson.qld.gov.au) or the Civic centre Office (Gununa) by Friday 4pm 14 February 2025 to be considered.

MY CONTACT DETAILS	
Full Name:	Helen INGARBORGE MOON
Contact:	Ph: 04557 69477 Email: richhelly01@gmail.com
Date of Birth:	15/10/1970
MY ELIGIBILITY	
You <b>MUST</b> answer <b>YES</b> to all three (3) eligibility questions to be eligible for appointment to this Advisory Committee.	
	<b>YES</b>
I currently live in the Morningson Shire Council Local Government Area, Queensland (tick)	<input checked="" type="checkbox"/>
I identify as an Aboriginal person (tick)	<input checked="" type="checkbox"/>
MY REPRESENTATION	
I nominate to represent one or more of the following 6 major family groups in the Shire (tick)	<input checked="" type="checkbox"/> Lardil <input type="checkbox"/> Kaiadilt <input type="checkbox"/> Yangkaal <input type="checkbox"/> Waanyi <input type="checkbox"/> Gangalidda <input type="checkbox"/> Garawa
I believe I should be appointed to the LDMB Advisory Committee to represent my community because... (provide a brief introduction)	
I believe I can have a huge input into the advisory board to get the best outcome for our people. I am passionate in helping our people as best I can.	
ACKNOWLEDGEMENT	
I <b>HEREBY</b> acknowledge by signing this self-nomination form that all of the above information is true and correct and that I am not aware of any personal circumstances that would make me ineligible/unsuitable for appointment to this Local Government Advisory Committee. I acknowledge my availability, if elected, to attend one 2-hour meeting per month.	
Signature:	Helen Moon
Date:	21/03/25

**15.4 QUEENSLAND DISASTER MANAGEMENT CONFERENCE**

**Author:** Director Corporate and Community

**Attachments:** Nil

**PURPOSE (EXECUTIVE SUMMARY)**

The intention of this report is to highlight the 2025 Queensland Disaster management Conference dates and seek formal endorsement to alter the date for the May Ordinary Council meeting.

**BACKGROUND & PREVIOUS COUNCIL CONSIDERATION**

The Queensland Disaster Management Conference will be held from Tuesday 27 – Thursday 29 May 2025. These dates clash with the May Ordinary Council meeting date.

The theme for the 2025 Queensland Disaster Management Conference is *Ready Together: Navigating Local Leadership for Future Disaster Preparedness*.

The conference program includes disaster management case studies, sessions about the importance of business continuity planning, as well as advice from the Queensland Reconstruction Authority.

It is appropriate for the Mayor and Chief Executive Officer to represent Council at the conference to ensure disaster management preparedness and resilience strategies.

**FINANCIAL & RESOURCE IMPLICATIONS**

There are not any financial implications related to formally altering the May ordinary Council meeting date. Participation at the conference costs \$1,000 per delegate. Other expenses incurred related to transport, accommodation and travel allowance entitlements.

**RECOMMENDATION**

That Council endorse a formal change of the May Ordinary meeting, from Wednesday the 28 May 2025, to Wednesday 21 May 2025, to accommodate Council participation at the Queensland Disaster Management Conference.

**16 PLANNING AND COMMUNITIES****16.1 152 LARDIL STREET - LEASE SURRENDER AND EXECUTION**

**Author:** Director Corporate and Community

**Attachments:** 1 Lease surrender  
2 Lease amendment

**PURPOSE (EXECUTIVE SUMMARY)**

The intention of this report is to ensure that Elected Members have an awareness of 152 Lardil Street leasing activities, since demolition of a single dwelling and construction of the duplex building.

**BACKGROUND & PREVIOUS COUNCIL CONSIDERATION**

There was a lease in place for 152 Lardil Street, which related to a single dwelling. The single dwelling at 152 Lardil Street has now been demolished and replaced with a duplex.

To correctly lease the duplex, the original lease needed to be surrendered, then a new lease executed. As such, the Chief Executive Officer fulfilled all necessary administrative functions and signed a new lease, 3 December 2024.

The Native Title for this area has been extinguished, therefore Native Title consent is not required for this lease.

**FINANCIAL & RESOURCE IMPLICATIONS**

There is no expenditure incurred as a result of surrendering the former lease and executing a new lease for 152 Lardil Street to be concurrent with the existing dwellings. There is only staff administration time.

**RECOMMENDATION**

That Council receives and notes the report related to surrender of the former lease at 152 Lardil Street for a single dwelling; and subsequent execution of new lease for the duplex that has been constructed at the same address.

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

**SURRENDER OF FREEHOLD LEASE  
OR SUBLEASE**

*Duty Imposed*

FORM 8 Version 4  
Page 1 of 1

Dealing Number



**OFFICE USE ONLY**

**Privacy Statement**

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

<b>1. Dealing number of instrument being surrendered</b> 718986039	<b>Lodger</b> (Name, address, E mail & phone number) Attn: Jess Cousins DTATSIPCA PO Box 5461 Cairns QLD 5870 <a href="mailto:datsipfnqcsp@dssatsip.qld.gov.au">datsipfnqcsp@dssatsip.qld.gov.au</a> (07) 4252 5117	<b>Lodger Code</b> BE 2880
---	---	-------------------------------

<b>2. Lot on Plan Description</b> LOT 277 ON SP270889	<b>Title Reference</b> 51040354
--	------------------------------------


**3. Lessor**  
MORNINGTON SHIRE COUNCIL TRUSTEE THE GRANTEE IS TO HOLD THE LAND IN TRUST FOR THE BENEFIT OF ABORIGINAL PEOPLE PARTICULARLY CONCERNED WITH THE LAND AND THEIR ANCESTORS AND DESCENDANTS, AND UNDER THE ABORIGINAL LAND ACT 1991

**4. Lessee**  
The State of Queensland (represented by Department Of Housing, Local Government, Planning and Public Works)

**5. Surrender/Execution**

**a) Surrender of Freehold Lease/Sublease**  
**Full Surrender** The lease/sublease in item 1 is surrendered from 30 November 2024 in so far as it relates to the land in item 2.

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

  
signature  
**GREGORY BRIAN JENNER** full name  
**COMMISSIONER FOR DECLARATIONS**  
REG. No. 5611 qualification

**Witnessing Officer**  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 e.g. Legal Practitioner, JP, C Dec) a duly authorised person


Signed for and behalf of  
**STATE OF QUEENSLAND** (represented by Department of Housing, Local Government, Planning and Public Works)

Execution Date: 19/12/2024

**JEFFREY KILGOUR** full name  
**PRINCIPAL PROPERTY ADVISOR** position  
 signature  
**Lessee's Signature**

**6. Acceptance**

The Lessor accepts this surrender.

Signed for and on behalf of  
**MORNINGTON SHIRE COUNCIL**  
By: **GARY UHLMAN** (full name)  
 (signature)  
**Lessor's Signature**  
Mayor/Chief Executive Officer  
Mornington Shire Council

Execution Date: 3 112 124

queensland TITLES REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

LEASE

FORM 7 Version 8  
Page 1 of 23

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Lessor

MORNINGTON SHIRE COUNCIL TRUSTEE THE GRANTEE IS TO HOLD THE LAND IN TRUST FOR THE BENEFIT OF ABORIGINAL PEOPLE PARTICULARLY CONCERNED WITH THE LAND AND THEIR ANCESTORS AND DESCENDANTS, AND UNDER THE ABORIGINAL LAND ACT 1991

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

Program Office  
DATSIPFNQCSP@dssatsip.qld.gov.au  
PO Box 5461, Cairns Qld 4870

Lodger Code

BE 2880

2. Lot on Plan Description

LOT 277 ON SP270889

Title Reference

51040354

3. Lessee Given names

Surname/Company name and number

(include tenancy if more than one)

The State of Queensland (represented by Department of Housing, Local Government, Planning and Public Works)

4. Interest being leased

FEE SIMPLE

5. Description of premises being leased

The whole of the land described in item 2

6. Term of lease

40 years

Commencement date/event: 01/12/2024

Expiry date: 31/01/2065

\*Options: NIL

#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

7. Rental/Consideration

See Reference Table and clause 4

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 Schedules.

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

*Youngman* signature  
YVONNE KAYE SMAR full name  
JP (Qual) qualification  
110469  
Witnessing Officer (Reg No.)  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

3 12 24  
Execution Date

Signed for and on behalf of the MORNINGTON SHIRE COUNCIL by  
MARY AHLMAN full name  
*Mary Ahlman* signature  
Mayor/Chief Executive Officer  
Lessor's Signature

9. Acceptance

This 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

SEE ENLARGED PANEL

Lessee's Signature

Document No 17153710

QUEENSLAND TITLES REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000.

ENLARGED PANEL

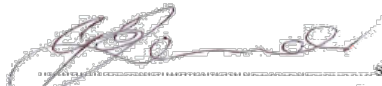
FORM 20 Version 2  
Page 2 of 23

Title Reference 51040354

This is the Enlarged Panel referred to in the Lease with commencement date 1 December 2024.

9. Acceptance

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

  
signature  
**GREGORY BRIAN JENNER**  
full name  
**COMMISSIONER FOR DECLARATIONS**  
REG. No. 5611  
qualification

**Witnessing Officer**  
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

*19/12/2024*  
Execution Date

Signed for and on behalf of THE STATE OF QUEENSLAND  
(represented by Department of Housing, Local Government,  
Planning and Public Works)

by *JEFFREY KILGOUR* full name  
*PRINCIPAL PROPERTY ADVISOR* designation

  
signature  
who is a duly authorised officer

  
signature  
Lessee's Signature

Document No: 17453710

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

SCHEDULE A

FORM 20 Version 2  
Page 3 of 23

Title Reference 51040354

This is the Schedule A referred to in the Lease with commencement date 1 December 2024.

Reference Table

Premises description	Premises located at							
	<table border="1"> <thead> <tr> <th>Street Address</th> <th>Real Property Description</th> <th>Project Yield</th> <th>Area M2</th> </tr> </thead> <tbody> <tr> <td>CLI 152A&amp;B Lardil Street, Mornington Island</td> <td>Lot 277 on SP270889</td> <td>2 x 5B</td> <td>1117 m<sup>2</sup></td> </tr> </tbody> </table>	Street Address	Real Property Description	Project Yield	Area M2	CLI 152A&B Lardil Street, Mornington Island	Lot 277 on SP270889	2 x 5B
Street Address	Real Property Description	Project Yield	Area M2					
CLI 152A&B Lardil Street, Mornington Island	Lot 277 on SP270889	2 x 5B	1117 m <sup>2</sup>					
Lessor name and notice details	<p>MORNINGTON SHIRE COUNCIL</p> <p>Address: Mission Road, GUNUNA, QLD, 4871</p> <p>Postal Address: C/- Post Office, GUNUNA, QLD, 4871</p> <p>Attention: Chief Executive Officer</p>							
Lessee name and notice details	<p>The State of Queensland (represented by the Department of Housing, Local Government, Planning and Public Works)</p> <p>Address: Level 19, 1 William Street, Brisbane, Qld, 4000</p> <p>Postal Address: GPO Box 690, Brisbane, QLD, 4001</p> <p>Attention: Mr Jeffrey Kilgour</p> <p>Telephone: 0408 006 511</p> <p>Email: <a href="mailto:sahghdadjoiningproperty@housing.qld.gov.au">sahghdadjoiningproperty@housing.qld.gov.au</a></p>							
Rent	\$2,090.52 (\$1,045.26 per year per dwelling)							
Rates Component	\$5,228.28 (\$2,613.14 per year per dwelling)							
Dwellings	2							
Area	1117m <sup>2</sup>							
Local Government Area	Mornington Shire							
Date for Completion of the Works	1 December 2024							
Council	Mornington Shire Council							

Document No: 17153710

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

SCHEDULE A

FORM 20 Version 2  
Page 4 of 23

Title Reference 51040354

1. Definitions and Interpretation

**Definitions**

1.1 In this Lease, unless the context requires otherwise, the following terms will have the meanings assigned to them:

**"Aboriginal Tradition"** means the body of traditions, observances, customs and beliefs of Aboriginal people generally, or of a particular community or group of Aboriginal people and includes any such traditions, observances, customs and beliefs relating to particular persons, areas, objects or relationships.

**"Act"** means the *Aboriginal Land Act 1991* (Qld).

**"Agreed Standard"** means the standard agreed in writing between the parties from time to time or, failing agreement, the higher of:

- (a) the relevant Australian standard (if applicable);
- (b) the relevant industry code or guidelines;
- (c) the standard required by law;
- (d) generally accepted industry standards and practices; and
- (e) community accepted standards and practices.

**"Ailan Kastom"** means the body of customs, traditions, observances and beliefs of Torres Strait Islanders generally, or of a particular community or group of Torres Strait Islanders and includes any such customs, traditions, observances and beliefs relating to particular persons, areas, objects or relationships.

**"Approvals"** means any consent or approvals required by law.

**"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 date specified in Item 6 on the Form 7.

**"Council"** means the council specified in the Reference Table.

**"Dwellings"** means the residential accommodation available for rent and constructed, or to be constructed on the Premises, the number of which is specified in the Reference Table.

**"Financial Year"** means a period of one year commencing on 1 July and ending on 30 June.

**"Form 7"** means the Form 7 lease which incorporates by reference the terms of this document.

**"Government Services Use"** means public infrastructure for a purpose as defined under section 5 of the *Acquisition of Land Act 1967* (Qld) and involves the development, subsequent use and maintenance of the Premises to deliver any such purpose together with such office, storage or residential purpose buildings (including accommodation for government employees) of and incidental to, or necessarily connected to the delivery of that purpose.

**"GST"** has the same meaning in the GST Act.

**"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**"Improvements"** means all improvements, fixtures and fittings on the Premises at the Commencement Date and those constructed on the Premises from time to time, including the Lessee's Improvements.

Document No: 17153710

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

## SCHEDULE A

FORM 20 Version 2  
Page 5 of 23

Title Reference 51040354

- "Land" means the land described in Item 2 of the Form 7.
- "Lease" means the agreement recorded in this document, its schedules, plans and attachments and includes any variation which has been duly executed by the parties and registered by the Registrar.
- "Lease Year" means each separate year of the Term of this Lease, the first Lease Year commencing on the Commencement Date.
- "Lessee" means the Lessee named in Item 3 on the Form 7 and unless inconsistent with the subject matter, includes all persons authorised by the Lessee.
- "Lessee's Improvements" means all improvements, fixtures and fittings on the Premises which the Lessee has constructed, repaired, upgraded, or replaced, but excludes furniture and chattels owned by the Lessee and items owned by a third party.
- "Lessor" means the Lessor in Item 1 on the Form 7, together with its successors and unless inconsistent with the subject matter or context, includes all persons for the time being authorised by the Lessor.
- "Local Government" means the local authority for the local government area specified in the Reference Table.
- "PBC" means the Registered Native Title Body Corporate under the *Native Title Act 1993* (Cth) for the land described in Item 5 on the Form 7, if applicable.
- "Permitted Use" means the use specified in clause 2.
- "Plans" means the plans and specifications in Schedule C.
- "Premises" means the premises described in Item 5 of the Form 7, including the Improvements.
- "Queensland Government" means the State of Queensland and includes each and every department or other body owned or controlled by the State of Queensland, but does not include a Government Owned Corporation under the *Government Owned Corporations Act 1993* (Qld).
- "Rates Component" means the amount specified in the Reference Table and where applicable, adjusted in accordance with clause **Error! Reference source not found.**
- "Reference Table" means the table and information on page 3 of this Lease.
- "Registrar" means the Registrar of Titles under the *Land Title Act 1994* (Qld), or the chief executive under the *Land Act 1994* (Qld), as applicable.
- "Rent" means the amount specified in the Reference Table and where applicable, adjusted in accordance with clause **Error! Reference source not found.**
- "Review Date" means 1 July in the Financial Year containing the Commencement Date and then 1 July each year thereafter.
- "Services" means those services provided by the Local Government and includes potable water, sewerage, stormwater and drainage and formed roads.
- "Social Housing" means housing funded or provided by the Queensland Government including housing under the *Housing Act 2003* (Qld).
- "Statutory Charges" means:
- (a) rates, charges and other levies (including rates and charges for the provision or reticulation of water and/or sewerage and/or drainage services) payable to the Local Government; and

Document No: 17159719

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

## SCHEDULE A

FORM 20 Version 2  
Page 6 of 23

Title Reference 51040354

- (b) rates, charges and other levies payable to the Local Government for the provision of rubbish removal; and
- (c) levies, contributions and/or other amounts payable to the Local Government or other authority for, or on account of fire protection services.

"Supply" has the same meaning as in the GST Act.

"Tax Invoice" has the same meaning as in the GST Act.

"Term" means the period specified in Item 6 on the Form 7.

"Utilities" means those services provided by the Local Government, or by an external provider, including electricity and telecommunications.

"Works" means the repair, upgrading or replacement of existing Dwellings, or the construction of new Dwellings on the Premises.

#### Interpretation

##### 1.2 In this Lease:

- (a) words importing a gender include any other gender and words in the singular include the plural and vice versa;
- (b) all monetary amounts refer to Australian currency;
- (c) a reference to legislation includes subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (d) a reference to an individual or person includes a corporation or other legal entity;
- (e) a reference to a clause or schedule means a clause or schedule to this Lease;
- (f) the headings are included for convenience of reference only and are not intended to affect the meaning of this Lease;
- (g) if an expression is defined, other grammatical forms of that expression will have corresponding meanings;
- (h) a reference to days or months means calendar days or months;
- (i) if the day on which any act or thing is to be done under this Lease is a Saturday, Sunday or public holiday in the place where the act or thing is to be done, the act or thing may be done on the next Business Day in that place;
- (j) if any conflict arises between the clauses in this Lease and the contents of any schedule, the clauses prevail; and
- (k) an obligation on the part of two or more persons binds them jointly and each of them individually.

##### 1.3 If a government department, agency, or statutory authority mentioned in this Lease:

- (a) ceases to exist; or
- (b) is reconstituted, renamed or replaced.

Document No: 17153710

Title Reference 51040354

and its powers or functions are transferred to another government department, agency, or statutory authority, a reference to the government department, agency, or statutory authority will include that other government department, agency, or statutory authority.

1.4 In the absence of any provision to the contrary, references to the Premises include any part of the Premises.

**2. Permitted Use**

**Lessee Use of Premises**

The Lessee must use the Premises for:

- (a) the Works;
- (b) Social Housing or

any other Government Services Use reasonably incidental to those purposes.

**3. The Works**

**Lessor's Consent**

3.1 The Lessor consents to the Lessee undertaking the Works in substantially the same form as the Plans.

**Approval and Plans**

3.2 The Lessee will:

- (a) obtain all Approvals for the Works;
- (b) construct the Works in accordance with the Approvals and the Plans;
- (c) construct the Works in a proper and workmanlike manner, using good quality materials; and
- (d) use its best endeavours to complete the Works no later than the date specified in the Reference Table.

**4. Rent**

**Payment of Rent**

4.1 The Lessee must pay the Rent to the Lessor annually in accordance with clause 4.2.

**Time of Payment**

4.2 Unless otherwise agreed in writing, the Rent must be paid in advance no later than 30 days after the Commencement Date and after that, no later than 10 Business Days after the Review Date. A pro-rata adjustment must be made for any periods relating to part of a Financial Year.

**Rent Adjustments**

4.3 The Lessor will determine the Rent payable on and from the Review Date in accordance with the following formula –

$$\text{Rent} = \frac{R \times C2}{C1}$$

Where:

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

## SCHEDULE A

FORM 20 Version 2  
Page 8 of 23

Title Reference 51040354

R is the Rent specified in the Reference Table; and

C1 is the Consumer Price Index (All Groups) for Brisbane index number as published by the Australian Bureau of Statistics for the quarter ending 31 March 2022; and

C2 is the Consumer Price Index (All Groups) for Brisbane index number as published by the Australian Bureau of Statistics for the quarter ending 31 March immediately prior to the relevant Review Date.

**Reduction in Rent**

- 4.4 If the Lessee surrenders this Lease over part of the Premises in accordance with clause 22, then the Rent will be reduced on a pro-rata basis having regard to the proportion that the area of land over which the Lease is surrendered bears to the original area.

**5. Outgoings**

**Statutory Charges**

- 5.1 Subject to clause 5.2, the Lessee must pay the Rates Component to the Local Government annually. The Lessee must make the first payment no later than 30 days after the Commencement Date and after that, no later than 10 Business Days after the Review Date. A pro-rata adjustment must be made for any periods relating to part of a Financial Year.
- 5.2 When the Local Government levies Statutory Charges in respect of the Premises, the Lessee will cease paying the Rates Component and must pay those Statutory Charges.

**Rates Component Adjustment**

- 5.3 The Lessor will determine the Rates Component payable on and from the Review Date in accordance with the following formula –

$$\text{Rates Component} = \frac{R \times C2}{C1}$$

Where:

R is the Rates Component specified in the Reference Table; and

C1 is the Consumer Price Index (All Groups) for Brisbane index number as published by the Australian Bureau of Statistics for the quarter ending 31 March 2022; and

C2 is the Consumer Price Index (All Groups) for Brisbane index number as published by the Australian Bureau of Statistics for the quarter ending 31 March immediately prior to the relevant Review Date.

**Reimbursement**

- 5.4 If an amount under clause 5.2 is levied on the Lessor, then the Lessee must –
- (a) reimburse the Lessor for the amount, if the Lessor provides the Lessee with evidence of payment of the amount; or
  - (b) pay the amount at the Lessor's direction;
- by the later of –
- (c) the due date for payment by the Lessor; and

Document No: 17153710

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

**SCHEDULE A**

FORM 20 Version 2  
Page 9 of 23

Title Reference 51040354

(d) the date which is 30 Business Days after the Lessee is called upon by the Lessor to pay the amount.

**Pro-rata**

- 5.5 If an amount referred to in clause 5.2 relates to more than the Premises, then a pro-rata adjustment (as bona fide determined by the Lessor) must be made and the Lessee will be responsible for its reasonable share of the amount. The Lessee's share will be the proportion that the Premises bears to the area to which the amount relates.

**Payment for Utilities**

- 5.6 In respect of Utilities provided to the Premises, the Lessee is responsible for -

- (a) establishing accounts in its own name wherever possible; and
- (b) paying all fees and charges for the use of the Utilities.

**6. Inspection by Lessor**

**Inspection**

- 6.1 After giving at least 10 Business Days' written notice to the Lessee, the Lessor and its agents may inspect the Premises. These inspections may be undertaken annually, or at such other time during the Term where a reasonable cause for an inspection is stated in the notice.

**Lessee to be Present at Inspection**

- 6.2 Any inspection under clause 6.1 must be undertaken in the presence of a nominated officer of the Lessee.

**Areas Excluded from Inspection**

- 6.3 Despite clause 6.1, the Lessee may give notice to the Lessor that access to certain areas of the Premises is excluded by law, or due to reasonable security, or public concerns, having regard to the Permitted Use.

**Written Report**

- 6.4 Where the Lessee has given notice under clause 6.3, the Lessee must provide a written report to the Lessor certifying -

- (a) that part of the Premises excluded from the inspection continues to be used for the Permitted Use; and
- (b) the state of repair of the Premises.

**7. Nuisance**

**The Lessee**

- (a) must conduct its operations on the Premises in an orderly and respectable manner; and
- (b) will not do, or suffer to be done, anything in, upon, or about the Premises which is, or may be, or may become a nuisance.

**8. Pest Plants and Animals**

The Lessee must control pest plants and animals on the Premises during the Term of this Lease in accordance with the *Biosecurity Act 2014* (Qld) and the requirements of the Local Government.

Document No: 17153710

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

## SCHEDULE A

FORM 20 Version 2  
Page 10 of 23

Title Reference 51040354

**9. Removal of Trees**

The Lessee must not destroy any trees on the Premises, unless in accordance with the *Vegetation Management Act 1999* (Qld) and/or the *Planning Act 2016* (Qld). The Lessee must consult the Lessor in regard to any proposed destruction.

**10. Quiet Enjoyment**

If the Lessee pays the Rent and observes and performs its covenants and conditions of this Lease, the Lessee will be entitled to quiet enjoyment of the Premises without interruption or disturbance by the Lessor, or any person claiming under or through the Lessor.

**11. Environment Protection*****No Pollution***

- 11.1 The Lessee must not dispose of, or permit to be disposed of, any garbage, oil, chemical or other substance or thing from the Premises in the sea, or on the Land in such a way as it may leak, wash or be blown or otherwise enter into any watercourse or the sea.

***Storage***

- 11.2 The Lessee:

- (a) will store and keep all trade refuse and trade garbage in proper containers; and
- (b) will dispose of all refuse regularly and hygienically at an approved rubbish dump,

without causing pollution or damage to the Premises, Land, surrounding land or sea. Trade refuse and trade garbage includes debris from building works, chemicals from chemical works, medical waste and other waste of this type, but does not include general refuse and garbage which is collected by, or on behalf of, the Local Government.

***Lessee's Obligation***

- 11.3 The Lessee must use all reasonable endeavours to:

- (a) overcome and minimise any deleterious effects upon the environment arising from its use of the Premises; and
- (b) rehabilitate the Premises if there is damage caused to the Premises as a result of, or incidental to, the Lessee's use of the Premises.

**12. Compliance with Laws**

The Lessee will punctually comply with and observe the requirements of all statutes, regulations, ordinances and local laws relating to its occupation of the Premises, including any Approvals required for the use of the Premises.

**13. Utilities and Services*****Utilities***

- 13.1 At its cost, the Lessor must ensure that Utilities are provided to the boundary of the Premises, to the Agreed Standard and available for connection or use by the Lessee at the Lessee's cost.

Document No: 17163710

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

## SCHEDULE A

FORM 20 Version 2  
Page 11 of 23

Title Reference 51040354

**Services**

13.2 At its cost, the Lessor must ensure that Services are provided to the boundary of the Premises, to the Agreed Standard.

**14. Transfer, Sub-letting and Mortgage**

**Queensland Government**

14.1 While the Queensland Government is the Lessee, the Lessee, by notice to the Lessor, may advise of a change of the department or body holding and administering this Lease and may lodge with the Registrar such documents as are required to record the change.

**Transfer or Sub-lease**

14.2 The Lessee may transfer this Lease only with the prior written consent of the Lessor.

14.3 The Lessor agrees that the Lessee may sub-let the Premises by entering into residential tenancy agreements for the Dwellings, without the Lessor's prior consent.

**Rent under Sub-lease**

14.4 The Lessee will determine the rent payable by the tenants under the sub-lease referred to in clause 14.3 in accordance with the policy used by the Lessee for social housing tenants in Queensland ("the policy").

14.5 If the Lessee intends to amend the policy or to implement a new system of determining rent payable by tenants, the Lessee will consult with the Lessor and if applicable, the Lessee will also consult with the Council.

**Ailan Kastom/Aboriginal Tradition**

14.6 Subject to clause 14.7, when granting sub-leases in accordance with clause 14.3, the Lessee will apply the policy used by the Lessee for social housing tenants in Queensland to determine who will be eligible to enter into a residential tenancy of a Dwelling.

14.7 The Lessee will liaise with the Lessor and if applicable, the Lessee will also liaise with the PBC to develop arrangements for the letting of the Dwellings. Those arrangements are to take Ailan Kastom or Aboriginal Tradition, as applicable, into consideration.

**15. Improvements, Repairs and Alterations**

**Improvements**

15.1 The Premises includes the Improvements.

15.2 In addition to the Works to be undertaken in accordance with clause 3 and subject to clause 15.3, the Lessee, at its cost, may:

- (a) repair, upgrade or replace Improvements from time to time which the Lessee determines are necessary for its use of the Premises;
- (b) modify or extend the Improvements from time to time in order to meet the requirements of the Lessee; and
- (c) construct other Improvements to replace the Improvements (or any part of them) in the event of destruction of the Improvements (or any part of them).

Document No: 17153710

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

## SCHEDULE A

FORM 20 Version 2  
Page 12 of 23

Title Reference 51040354

**Approvals**

15.3 Before constructing any improvements under clause 15.2, the Lessee must obtain all applicable Approvals.

**Ownership**

15.4 All of the improvements are the property of the Lessor.

**Appearance of Premises**

15.5 The Lessee must:

- (a) keep the Premises fit for the Permitted Use; and
- (b) 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.

**Lessee's Obligations**

15.6 The Lessee is responsible for maintaining and repairing the improvements at the Lessee's cost, including maintenance and repairs due to fair wear and tear.

**16. Insurance****Improvements**

16.1 During the Term of this Lease, the Lessee will insure the improvements against damage by:

- (a) fire;
- (b) lightning;
- (c) impact by aircraft;
- (d) earthquake;
- (e) explosion;
- (f) impact by vehicles and animals;
- (g) malicious damage other than by persons in or about the improvements with the actual or implied consent of the Lessee, any sub-lessee, or licensee;
- (h) rainwater; and
- (i) storm and/or tempest,

in broad cover form with repair and replacement terms on terms and conditions reasonable in the market at the time the insurance is effected.

**Lessee's Policy**

16.2 The Lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Qth), naming the Lessee as the insured. The policy must cover 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 of the loss, damage or injury. The policy must be:

Document No: 17153710

Title Reference 51040354

- (a) for an amount of not less than \$20 million in respect of all claims arising out of a single event or such higher amounts as the Lessor may reasonably require;
- (b) effected on a "claims occurring" basis so that any claim made by the 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) maintained at all times during the currency of this Lease.

**Renewal of Lessee's Policy**

16.3 The Lessee must renew the policy, at the Lessee's expense, each year during the Term of this Lease and forward a certificate of currency to the Lessor within 14 days of being requested to do so by the Lessor.

**Cancellation of Lessee's Policy**

16.4 Upon receipt of a notice of cancellation of the policy, the Lessee must immediately effect another public liability policy in accordance with the provisions of this clause 16.

**Government Lessee**

16.5 Clauses 16.1 to 16.4 inclusive will be satisfied if

- (d) the Lessee is the Queensland Government, 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; or
- (e) the Lessee is the Commonwealth of Australia, or a statutory authority eligible for cover under the Comcover Insurance Fund and it is insured and continues to be insured by Comcover.

**Keep Lessor Informed**

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

**Lessor's Insurance**

16.7 During the Term of this Lease, the Lessor will obtain and keep in full force and effect a public risk liability insurance policy applying to all operations on the Premises. That policy will include property damage liability, accidental death of, or accidental bodily injury to persons, contingent liability and Lessor's legal liability with respect to the Premises. The policy will be written on a comprehensive basis with limits of not less than \$20 million.

**17. No Warranties**

The Lessor gives no warranty as to the suitability of the Premises for the Permitted Use.

**18. Release and Indemnity**

**Indemnity**

18.1 The Lessee indemnifies and agrees to keep indemnified the Lessor 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 Lease to the Lessee, or which is connected to, or resulting from the Lessee's use and occupation of the Premises (all of which are referred to as "the indemnified acts or omissions"), except to the extent that the Claim arises as a result of any negligent act or omission of the Lessor.

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

## SCHEDULE A

FORM 20 Version 2  
Page 14 of 23

Title Reference 51040354

**Release**

18.2 The Lessee releases and discharges the Lessor from any claim relating to the indemnified acts or omissions which may be made against the Lessor except to the extent that the Claim arises as a result of any negligent act or omission of the Lessor.

**19. Default**

19.1 Subject to the provisions of section 124 of the *Property Law Act 1974* (Qld), if a party (Defaulting Party) defaults under this Lease (a Default) then, in addition to any other right the other party (Innocent Party) may have, the provisions in the following clauses apply.

19.2 The Innocent Party may serve a notice to remedy the Default (a Default Notice) on the Defaulting Party. The Default Notice must provide reasonable particulars of the default and require the Defaulting Party to remedy the default within a reasonable time (which must not be less than 30 Business Days and may be such longer period as the Innocent Party at its absolute discretion allows).

19.3 The Defaulting Party must use its best endeavours to remedy the Default as soon as reasonably possible and, in any case, within the time stipulated in the Default Notice.

19.4 When the Defaulting Party has remedied the Default, it must provide reasonable evidence to the Innocent Party that it has done so.

19.5 If the Defaulting Party has not remedied the default to the Innocent Party's reasonable satisfaction prior to expiry of the time stipulated in the Default Notice, then:

(a) the Innocent Party may elect to:

- (i) remedy the Default, in which case the Defaulting Party must pay all of the Innocent Party's reasonable costs and outlays of and incidental to the Default Notice and remedying the Default; or
- (ii) serve a written notice on the Defaulting Party terminating the Lease if the Innocent Party has been materially prejudiced by the unremedied default; and

(b) the Innocent Party may claim compensation for the Default from the Defaulting Party.

**20. Damage and Destruction****Damage**

20.1 Subject to clause 20.2, if during the Term, any of the Improvements are damaged to the extent that they are no longer able to function as intended or destroyed (Damage), then in respect of the repair, reinstatement, or replacement (Repair) of the Improvements, the Lessee may either Repair the Improvements at its cost, or terminate this Lease.

**Fault**

20.2 To the extent a party causes or contributes to the damage or destruction of the Improvements, whether by wilful damage or neglect, that party is responsible for repairing and reinstating the damage at its expense.

**Notice about Damage**

20.3 The Lessor must notify the Lessee as soon as the Lessor becomes aware that any of the Improvements are damaged.

20.4 The Lessee must notify the Lessor as soon as the Lessee becomes aware that any of the Improvements are damaged.

Document No: 17153710

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

## SCHEDULE A

FORM 20 Version 2  
Page 15 of 23

Title Reference 51040354

**Notice by Lessee**

- 20.5 Subject to clause 20.6, no later than 40 Business Days after the Lessor notifies the Lessee of the Damage, or the Lessee notifies the Lessor of the Damage, as the case may be, the Lessee must give written notice to the Lessor:
- (a) of the Lessee's intention to Repair the Improvements; or
  - (b) terminating this Lease.
- 20.6 Where Approval from the Council is required in relation to the Damage, the 40 Business Days referred to in clause 20.5 will not commence until the Lessee has received a copy of the Council resolution from the Lessor.
- 20.7 Where the Lessee has given a notice to the Lessor of the Lessee's intention to Repair the Improvements under clause 20.5(a), the Lessee is not required to Repair the Improvements until it has received the necessary Approvals from the Council endorsing the demolition and Repair of the Improvements.
- 20.8 Unless the Lessee gives a notice under clause 20.5(b) terminating this Lease, the Lessee must Repair the Improvements.
- 20.9 If the Lessee does not receive the required Approvals from the Council endorsing the demolition and Repair of the Improvements, the Lessee may elect to terminate this Lease by notice to the Lessor.

**21. Removal of Improvements**

21.1 At the expiry or sooner termination of this Lease, the Lessee:

- (a) must not remove any of the Improvements;
- (b) must leave the Premises in a clean and tidy state; and
- (c) must leave the Improvements in good and tenable condition.

**22. Surrender**

**Lessee's Surrender of Lease**

- 22.1 At any time during the Term of this Lease, the Lessee may surrender the whole of this Lease, or surrender this Lease over part of the Premises by –
- (a) giving not less than 3 months' written notice to the Lessor of its decision to do so; and
  - (b) providing to the Lessor an executed surrender in registrable form.

**Lessor to Execute Surrender**

- 22.2 The Lessor must execute the surrender and return it to the Lessee within 15 Business Days for registration by the Registrar. Upon registration of the surrender, this Lease will end if the surrender relates to the whole lease, or this Lease will end in relation to that area of the Premises subject to the surrender and the provisions in clause 21 will apply.

**23. No Waiver**

If there is any delay or indulgence on the part of a party in the exercise by it of any of its rights, powers or remedies under this Lease, such delay or indulgence will not be deemed to be a waiver of such rights powers or remedies except where specifically communicated to the other party in writing.

Document No: 17153710

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

## SCHEDULE A

FORM 20 Version 2  
Page 16 of 23

Title Reference 51040354

**24. Consents**

Any permission, consent or approval to be given by the Lessor must not be unreasonably withheld but may be given subject to reasonable conditions.

**25. Property Law Act Exclusions**

The obligations and powers implied under sections 105 and 107 of the *Property Law Act 1974* (Qld) are expressly excluded from this Lease.

**26. Further Assurances**

Where a party to this Lease has an obligation or right to do something, then the other party:

- (a) must not unreasonably do anything which prevents the party from performing its obligation or exercising its right; and
- (b) must at the other party's expense, sign any documents or do any acts reasonably required to assist the other party performing the obligation or exercising the right, except in circumstances where doing so would materially prejudice the party.

**27. GST**

27.1 The parties acknowledge that GST may be payable on a Supply under this Lease.

27.2 Where GST is payable on any Supply, the party making the Supply must issue a valid Tax Invoice for the Supply and the party receiving the Supply must pay the GST in addition to the consideration for the Supply.

27.3 If for any reason including:

- (a) an amendment to the GST Act;
- (b) the issue of a ruling or advice by the Commissioner for Taxation;
- (c) a refund of GST in respect of any Supply made under this Lease; or
- (d) a decision of any tribunal or court;

the amount of GST paid by a party under this Lease differs from the amount of GST paid or payable to the Commissioner of Taxation, then the party making the Supply must issue an appropriate GST adjustment note and the difference must be paid by or to the other party as the case may be.

27.4 The parties agree to exchange with each other such information as may be necessary to enable each party to accurately assess its rights and obligations under this clause 27.

**28. Amendment of Lease**

This Lease may be amended in accordance with the Act if:

- (a) both the Lessor and the Lessee agree; and
- (b) a formal instrument of amendment is registered by the Registrar.

Document No: 17153710

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

**SCHEDULE A**

FORM 20 Version 2  
Page 17 of 23

Title Reference 51040354

**29. Notices**

**Form of Notice**

29.1 Notices under this Lease may be delivered by hand, by mail, or by email to the addresses specified in the Reference Table, or any substitute address as may have been notified in writing by the relevant addressee from time to time.

**Time of Notice**

29.2 Subject to clause 29.3, notice will be deemed given –

- (a) 5 Business Days after deposit in the mail with postage prepaid;
- (b) when delivered by hand; or
- (c) if emailed – on the date of the email,

as the case may be.

29.3 An email received after 5.00pm will be deemed to be received at the start of the next Business Day.

29.4 Notices must be on the relevant party's letterhead and signed by an authorised person.

29.5 Notices may be given by or to a party's solicitor by any of the means specified in clause 29.1.

**30. Costs**

**Registration and Survey Fees**

30.1 The Lessee must pay any registration fees and survey fees for this Lease.

**Stamp Duty**

30.2 The Lessee must pay the stamp duty (if any) for this Lease.

**Costs Generally**

30.3 Each party is responsible for its own costs of and incidental to this Lease, including the cost of any necessary consents and approvals sought by that party.

**31. Option to Renew**

31.1 If the Lessee:

- (a) not less than 1 month prior to the expiration of the Term of this Lease, gives written notice to the Lessor that it wishes to renew this Lease; and
- (b) at all times, up to the date of expiration of the Term of this Lease, has complied punctually with its obligations under this Lease,

then the Lessor will grant to the Lessee a further lease of the Premises for a period of N/A years on the same terms and conditions as are contained in this Lease, except that the provisions of this clause 31 will be omitted.

31.2 The rent for the first year of the further lease will be determined in accordance with the formula specified in clause Error! Reference source not found..

Document No: 17153710

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

**SCHEDULE A**

FORM 20 Version 2  
Page 18 of 23

Title Reference 51040354

**32. Registration of Lease**

The Lessee must lodge this Lease with the Registrar for registration after receiving the signed Lease from the Lessor.

**33. Governing Law**

This Lease is governed by the laws of Queensland.

Document No: 17353710

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

SCHEDULE A

FORM 20 Version 2  
Page 19 of 23

Title Reference 51040354

Index

<b>1. Definitions and Interpretation</b>	<b>4</b>
<i>Definitions</i>	4
<i>Interpretation</i>	6
<b>2. Permitted Use</b>	<b>7</b>
<b>3. The Works</b>	<b>7</b>
<b>4. Rent</b>	<b>7</b>
<i>Time of Payment</i>	7
<i>Rent Adjustments</i>	7
<i>Reduction in Rent</i>	8
<b>5. Outgoings</b>	<b>8</b>
<i>Statutory Charges</i>	8
<i>Rates Component Adjustment</i>	8
<i>Reimbursement</i>	8
<i>Pro-rata</i>	9
<i>Payment for Utilities</i>	9
<b>6. Inspection by Lessor</b>	<b>9</b>
<i>Inspection</i>	9
<i>Lessee to be Present at Inspection</i>	9
<i>Areas Excluded from Inspection</i>	9
<i>Written Report</i>	9
<b>7. Nuisance</b>	<b>9</b>
<b>8. Pest Plants and Animals</b>	<b>9</b>
<b>9. Removal of Trees</b>	<b>10</b>
<b>10. Quiet Enjoyment</b>	<b>10</b>
<b>11. Environment Protection</b>	<b>10</b>
<i>No Pollution</i>	10
<i>Storage</i>	10
<i>Lessee's Obligation</i>	10
<b>12. Compliance with Laws</b>	<b>10</b>
<b>13. Utilities and Services</b>	<b>10</b>
<i>Utilities</i>	10
<i>Services</i>	11
<b>14. Transfer, Sub-letting and Mortgage</b>	<b>11</b>
<i>Queensland Government</i>	11
<i>Transfer or Sub-lease</i>	11
<i>Rent under Sub-lease</i>	11
<i>Ailan Kastom/Aboriginal Tradition</i>	11
<b>15. Improvements, Repairs and Alterations</b>	<b>11</b>
<i>Improvements</i>	11
<i>Approvals</i>	12
<i>Ownership</i>	12

Document No: 17153719

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

SCHEDULE A

FORM 20 Version 2  
 Page 20 of 23

Title Reference 51040354

	<i>Appearance of Premises</i>	12
	<i>Lessee's Obligations</i>	12
16.	<b>Insurance</b>	12
	<i>Improvements</i>	12
	<i>Lessee's Policy</i>	12
	<i>Renewal of Lessee's Policy</i>	13
	<i>Cancellation of Lessee's Policy</i>	13
	<i>Government Lessee</i>	13
	<i>Keep Lessor Informed</i>	13
	<i>Lessor's Insurance</i>	13
17.	<b>No Warranties</b>	13
18.	<b>Release and Indemnity</b>	13
	<i>Indemnity</i>	13
	<i>Release</i>	14
19.	<b>Default</b>	14
20.	<b>Damage and Destruction</b>	14
	<i>Damage</i>	14
	<i>Fault</i>	14
	<i>Notice by Lessee</i>	15
21.	<b>Removal of Improvements</b>	15
22.	<b>Surrender</b>	15
	<i>Lessee's Surrender of Lease</i>	15
	<i>Lessor to Execute Surrender</i>	15
23.	<b>No Waiver</b>	15
24.	<b>Consents</b>	16
25.	<b>Property Law Act Exclusions</b>	16
26.	<b>Further Assurances</b>	16
27.	<b>GST</b>	16
28.	<b>Amendment of Lease</b>	16
29.	<b>Notices</b>	17
	<i>Form of Notice</i>	17
	<i>Time of Notice</i>	17
30.	<b>Costs</b>	17
	<i>Registration and Survey Fees</i>	17
	<i>Stamp Duty</i>	17
	<i>Costs Generally</i>	17

Document No: 17153710

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

SCHEDULE A

FORM 20 Version 2  
Page 21 of 23

Title Reference 51040354

31.	Option to Renew	17
32.	Registration of Lease	18
33.	Governing Law	18
	Index	19
	Plan of Premises	22
	Plans and Specifications	23
	N/A	23

Document No: 17153710

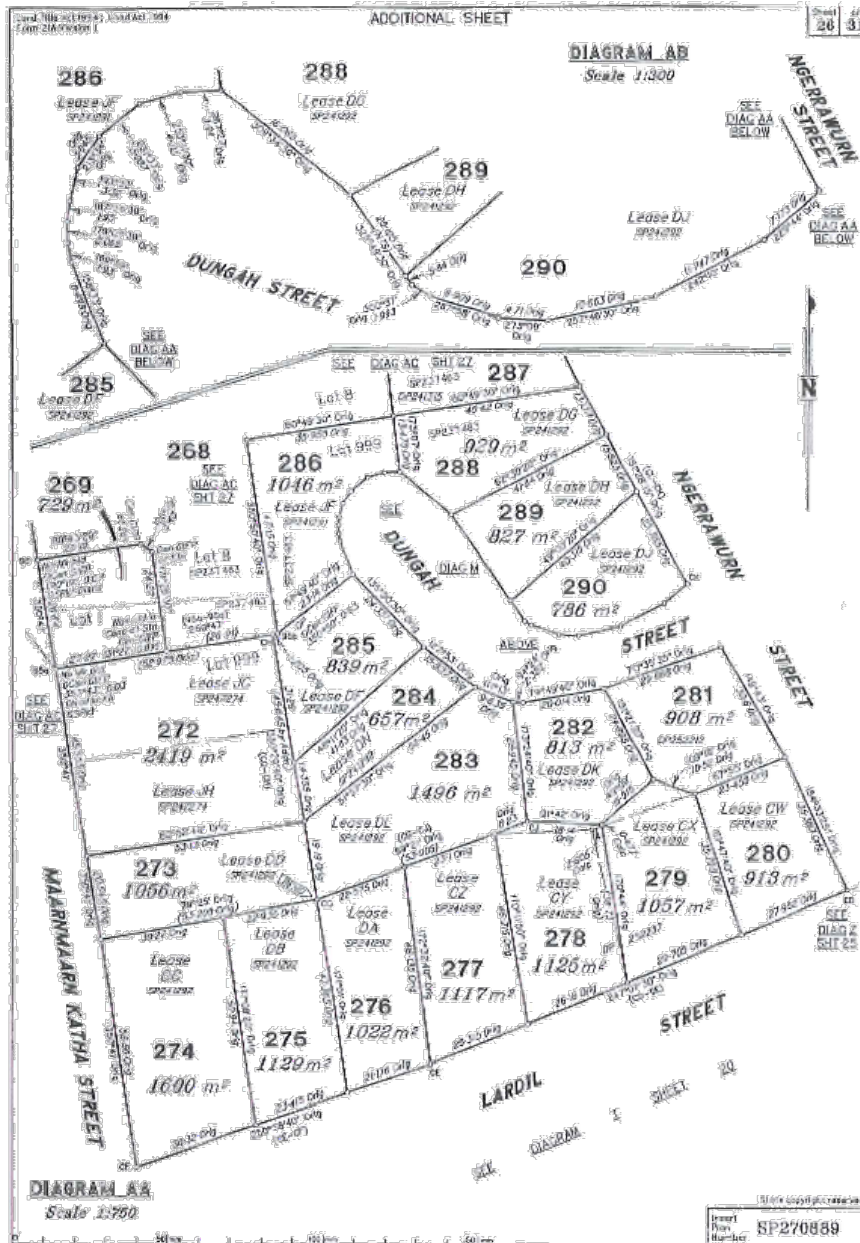
QUEENSLAND TITLES REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

SCHEDULE B

FORM 20 Version 2  
Page 22 of 23

Title Reference 51040354

Plan of Premises



Document No: 17183710

A  
B  
C  
D  
E  
F  
G  
H  
I  
J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T  
U  
V  
W  
X  
Y  
Z

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

**SCHEDULE C**

FORM 20 Version 2  
Page 23 of 23

Title Reference 51040354

**Plans and Specifications**

N/A

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100

Document No: 17153710



**16.2 ACCOMMODATION AND HOSPITALITY REPORT**

**Author:** Director Accommodation and Hospitality

**Attachments:** Nil

**PURPOSE (EXECUTIVE SUMMARY)**

The purpose of this report is to provide an update related to accommodation and hospitality activities for the month of March 2025.

**BACKGROUND & PREVIOUS COUNCIL CONSIDERATION****Carriage Limit Operations****Carriage Limit**

<b>For the month ended</b>	<b>31/01/2025</b>	<b>28/02/2025</b>
Total People ( # Sales)	2,928	2,432
Total Sales \$	229,648	194,597
Trading days	31	28
Average Price Per Person	78	80

Comparing February to January, there was a decrease of 496 customers (-16.9%) and a decline in total sales revenue by \$35,051 (-15.3%). The number of trading days also decreased from 31 to 28, which may have contributed to the lower figures. However, the average spend per person increased from \$78 to \$80. This most likely was a result of availability of XXXX Gold being slightly restricted due to supply chain issues.

To compare fairly with January, we estimate February's sales and customer numbers if it had the same 31 trading days:

- Sales per day in February =  $\$194,597 \div 28 = \$6,950$  per day
- Estimated February sales for 31 days =  $\$6,950 \times 31 = \$215,450$
- Customers per day in February =  $2,432 \div 28 = 87$  customers per day
- Estimated February customers for 31 days =  $87 \times 31 = 2,697$  customers

When adjusted to 31 days, February still shows a decline compared to January:

- Sales decrease:  $\$229,648$  (Jan) -  $\$215,450$  (adjusted Feb) =  $\$14,198$  (-6.2%)
- Customers decrease:  $2,928$  (Jan) -  $2,697$  (adjusted Feb) =  $231$  (-7.9%)

A single ban was issued due to a customer threatening staff, and the incident has been reported to the police.

Additionally, quotes are being obtained for the rebuilding of a new shed for the Carriage at the bottom end of the warehouse and oval area. The previously considered shipping container options have been determined as not being cost effective. Furthermore, we are planning a price increase of \$1-\$2 per carton, which we would like to be implemented by 1 April 2025. This will help to cover some costs associated with the new carriage distribution centre.

### **Tavern Kitchen**

The plans for the Tavern kitchen upgrade have been finalised. Additionally, we are actively exploring grant opportunities to enable the kitchen to function as a training kitchen on the Island. The project has now officially gone out to tender for the rebuild. This initiative aims to enhance the kitchen's operational capacity and provide valuable training opportunities for local staff.

One of the key objectives of this upgrade is to develop the kitchen into a training facility for the broader community, equipping individuals with essential culinary skills and industry experience. This will create employment pathways for locals, particularly young people and those looking to enter the hospitality sector. By offering structured training programs, we aim to provide hands-on learning opportunities that could lead to long-term career prospects both on and off the Island.

Additionally, this project will support the growing demand for skilled hospitality workers in the region while improving food service standards. The upgraded kitchen will serve as a hub for community engagement, fostering local talent development and enhancing employment opportunities in the hospitality sector.

### **Laundry Operations and Training Update**

Staff training in the laundry operations remains ongoing. There have been some challenges regarding staff behaviour, particularly in relation to uniforms, presentation and attitude to jobs. Discussions have taken place to reinforce expectations in these areas, with the primary focus on improving attendance, presentation, and overall productivity. The goal is to ensure all team members contribute equitably to daily operations.

We have also initiated discussions with select Cairns-based properties to explore an exchange program for a few of our more dedicated team members. In addition, guest feedback forms have been placed in each motel room, with plans to extend this initiative to the Visitor Accommodation Centre (VAC) in the near future.

### **Airport Cafe Update**

As part of the broader accommodation overhaul, we are in the trial phase of relocating the check-in and check-out system to the Airport, integrating these functions with the Airport Cafe. The full implementation is scheduled for April. This move is expected to boost cafe sales and allow us to operate during flight delays or cancellations, providing guests with food and beverages after hours. This change is anticipated to significantly improve the guest experience on the Island.

A recent event, "Cream Bun Day," featuring baked goods from Michael at our in-house bakery, was a tremendous success, selling out completely. Additionally, we received a highly positive review from Multiple Rex pilots, who commended the Mornington Island Airport Café on its service and food selection and noted it as the best in their network.



**RECOMMENDATION**

That Council receive and note the report related to accommodation and hospitality for March 2025.

**16.3 QUEENSLAND GOVERNMENT DEPARTMENT OF HOUSING TENANCY SERVICES UPDATE**

**Author:** Director Corporate and Community

**Attachments:** 1 Mornington Island delivery report - March 2025

**PURPOSE (EXECUTIVE SUMMARY)**

Ms Alexia Kelso, Customer Tenancy Services, Queensland Government Department of Housing intends to provide a verbal status update related to the two hundred and twenty-nine (229) social housing properties in Gununa, Mornington Island.

**BACKGROUND & PREVIOUS COUNCIL CONSIDERATION**

Written and verbal reports from the Queensland Government Department of Housing Tenancy Services provide advice related to accounts in arrears, temporary absences and subsequent investigations, vacancies, transitional properties and a register of need.

The Department of Housing team also provide regular reports related to housing allocations and any housing tenancy matters.

The department has also introduced a property allocation form, with proposed Council endorsement and sign-off. There are no proposed property allocations for the month of March 2025.

**FINANCIAL & RESOURCE IMPLICATIONS**

There are no financial impacts for Council regarding Queensland Government Department of Housing Tenancy Services. (Council does retain the Q Build contract for maintenance and upgrade of social housing. However, this commercial arrangement is considered differently from the administrative allocation of housing for community members).

**RECOMMENDATION**

That Council receive and note the report related to Queensland Government Department of Housing Tenancy Services for March 2025.

Department of Housing and Public Works

Aboriginal and Torres Strait Housing Unit – Delivery

# Delivery Update

## For Mornington Aboriginal Shire Council – March 2025

**Social Housing Properties**

- 229 in total Social Housing Properties
  - 1 under an Agency Appointment (Dept. acting as an agent for Council)
  - 228 under a 40yr lease arrangement

**Arrears – 0 weeks and higher**

- 66 accounts in arrears

Tenancy management sending breach notices to tenants with outstanding rent arrears  
 Rent arrears are decreasing.

Tenancy is working with the tenants and discussing payment plans for outstanding rent arrears –  
 payments plans increasing and tenants are continuing to keep plans in place

Tenancy management has successfully signed up new payment plans, arrears continue to reduce.  
 We will continue to with conversions and support to these tenants.

**Temporary Absences being investigated/reviewed – ongoing**

- 

**Temporary Absences Approved**

- 

VACANCIES (not including transitional housing)		
126A Wengka St	2	Under Maintenance
166 Dungguh Cl	2	Under Maintenance
72 Djinkiya St	2	Under Maintenance
157A Maammaarn Katha	2	Under Maintenance

**Transitional Properties / upgrades**



**Register of Need – 51 applications**

Bedroom	#
1	27
2	11
3	5
4	6
5	1
6	1

**Tenancy Management News**

- Tenancy Management currently investigating tenants not residing at properties- ongoing
- Tenancy Management continue to talk to tenants around yard maintenance, letters sent to each household – ongoing
- Tenancy Management working on promoting an application drive for the community together with council and other stakeholders – Plan in place to hold a morning tea to attract community members to apply for social housing. Poster with time and date will be sent to Council to put on social media for community.
- Tenancy Management will investigate household numbers and names to help drive up the applications, working with Council – ongoing

**Next Schedules Visits**

The below trips have been booked and scheduled:

- 31<sup>st</sup> to 4<sup>th</sup> April – SHO Mary Jo Cragie and SHO Donne Richards

Due to staffing issues no other dates have been booked, recruitment is currently underway and dates will be booked as soon as possible.

**Tenancy Team**

- Alexia Kelso Client Service Manager – 0459 864 881
- Mary Jo Craigie Senior Housing Officer - 0436 632 037

**Tenancy Team Movements**

- Office will be closed when the team is not on the island.
- Tenancy Management will continue to provide a housing service to the community. The team will be available by phone in the hours between 8:30 – 4:30 Monday to Friday.
- Management will commence a new recruitment process for another Local Housing Officer, advertising will be put up in the community to attract applicants. Date to be advised. – ongoing
- We will be saying another goodbye to our SHO Adi Gonerogo on the 21<sup>st</sup> March. Recruitment ongoing.

---

**Contact Details****Alexia Kelso Customer Service Manager****Ph:** 07 44 372 719**M:** 0459 864 881**Department of Housing and Public Works****19 West St Mount Isa Qld 4825**

---

**17 HOUSING DEPARTMENT****17.1 HOUSING & FACILITIES REPORT**

**Author:** Director Housing and Facilities

**Attachments:** Nil

**PURPOSE (EXECUTIVE SUMMARY)**

The purpose of this report is to provide Council with an update of Housing department activities for the month of February 2025.

**BACKGROUND & PREVIOUS COUNCIL CONSIDERATION****Q BUILD***SUMMARY 2024/25 FY*

264 - Total jobs received via Q Build portal

438 - Total jobs invoiced via Q Build portal

11 - Upgrades Invoiced to Q Build for 2024/25 FY

15 - Solar Hot Water System replacements for 2024/25 FY

31 - Total repaints for 2024/25 FY

**Q BUILD - WORKS PROGRAMS***QBuild Do & Charge Program*

292 - January Work Orders carried over *QBuild Do & Charge Program*

64 - February Work Orders received into portal

34 - Do & Charge jobs invoiced to QBuild in the month of February.

*February QBuild Purchase Orders Program*

2 - bathroom upgrades to Q Build

0 - Solar Hot Water System replacements

4 - repaints were completed and invoiced

1 = Kitchen upgrade

*QBuild maintenance requests*

4 x Major Refurbishment tenders requests

3 x Kitchen upgrades tender requests

Community's request to have the blue phone relocated has been communicated to Q Build, and they have agreed to move it to a new location at the new administration building. Awaiting confirmation on the timeframe.

**Funded programs*****\$2.35 million interim capital works program***

The scope of this project is to deliver one duplex and one plug-in and is funded by the Department of Community, Housing and Digital Economy (DCHDE).

This project is nearly complete, approximately two months to completion.

***Duplex 152 Lardil Street***

The internal and external painting works have been completed as well as kitchen joinery. Electrical fit off is complete. Significant delays are being experienced across all projects due to a shortage in labour and management capability of James Constructions. Carports arrived and are in the Red Shed.

Works will start again once James Constructions mobilise to site.

MSC is in discussions over how to complete works in a timely manner.  
Currently looking at mid-May completion date.

***Plug-in 30 Lardil Street***

All internal and external painting, flooring, kitchen and bedrooms have been completed.  
Bathroom is complete just require solar hot water installation and minor works to complete build.  
Issues with contractor not returning to site. PC expected mid-March.

***Indigenous Knowledge Centre (IKC)***

The Indigenous Knowledge Centre is funded under the Local Government Grants and Subsidies Program (LGGSP). Internal fit-out is complete, defect list with HC Constructions for completion.  
ITC to do final cable fit off has been completed during March.

***Forward Remote Capital Programme \$6.9m***

Architectural Design work on the 4 x 2 bedroom units proposed for Lot 926 Lardil St is complete.  
Tender process has been completed and recommendations for Council are pending.  
Preliminary work on additional Plug-in's is awaiting a decision from Council is pending Queensland Government endorsement for survey work to commence and identification of site constraints.

***Gulf Trust Grant – Salvation Army Op Shop Refurbishment***

Funding has been approved and works have commenced for the Op Shop refurbishment including a front balcony renovation, toilet and shower conversion complete, flooring and painting works as well as a disability ramp installation.

***Ergon Power Upgrade & Motel expansion***

The scope of this Motel project expansion will assist Council to increase access and provide a high standard of accommodation in a safe environment to meet the needs of visiting service providers, business travellers and tourists. This project is funded under the Local Government Grants and Subsidies Program (2022-2024 LGGSP).

Council has engaged Ergon for the overhead powerlines to be removed and a design for the redirection of the overhead power lines to underground cabling. The purpose of Ergon to provide this design is to allow the expansion of extra motel style cabins.

Underground conduit is now complete, switchboards are to be commissioned in April 25. Cabling is ready to be installed for an anticipated connection to the Ergon supply in April/May 2025.

The motel cabin design and construction is being further considered, after some constraints were identified. Plans should be finalised by end of March.

***Financial & Resource Implications***

All housing and facilities projects are operating within designated 2024/25 budget parameters.

***RECOMMENDATION***

That Council receive and note the housing report for February 2025.

**18 FACILITIES DEPARTMENT**

Nil

**19 ENGINEERING****19.1 ENGINEERING REPORT**

**Author:** Director Engineering

**Attachments:** Nil

**PURPOSE (EXECUTIVE SUMMARY)**

This report provides an overview of the Engineering division activities for March 2025.

**BACKGROUND & PREVIOUS COUNCIL CONSIDERATION****Airport**

- Scott and Allan have been working long hours due to constant break downs and weather delays impacting Rex flights. Appreciation is extended towards the staff at the airport for their commitment.

**Town Amenities**

- The workshop has constantly repaired ride-on mowers and the slasher. We have recently changed operators. They have also received three new mowers and three new brush cutters, we will be starting a new spreadsheet to highlight designated daily areas to mow. This should help with the clean-up.

**Fencing**

- Shannon has been fixing fences around the airport and undertaking other QBuild tasks.

**Roads & Civil**

- The road crew have been clearing roads and fixing potholes, also we had activation on Emergency works, so the crew will be busy repairing the roads around town for the next few weeks.

**Workshop**

- Workshop has been maintaining, servicing and repairing vehicles and machinery.
- There will be some changes around the workshop over the next few weeks, with access changes and movement of staff around the office to improve Workplace Health and Safety.

**Batching Plant**

- Ross has returned from holidays and completing works he had prior to his break. James did a great job while Ross was away, upholding Ross' workload.

**Water & Waste**

- The water team have been cleaning the water, with flushing, with the constant influx of water into the dam, it is an ongoing challenging. The water filtration upgrade is much needed. The water is meeting drinking water guidelines, but with the constant influx of water into the dam, we are using more chlorine than usual to maintain the water.

**Dump & Recycling**

- The new skip bin truck, concrete crusher and pulveriser should be purchased next month, which will help maintain the waste management facility, as no contractor will be allowed to access the facility because skip bins will be available for their waste.
- The concrete crusher and pulveriser will help remove all the old water tanks all over town and give council a secondary rock source, which we can use around town.

**Health & animal management**

- Nicola Gong has now joined Council as our Health and Animal Manager. Nicola has had many years' experiences in the field. Hopefully we can have local staff join the team, to learn from Nicola's experience.

**Upcoming Projects**

- Laydown and washdown areas at the batching plant (DES are looking at it)
- Water plant upgrades, (starting design and specifications)
- Waste Management Facility upgrades (waiting on DES)
- Drainage upgrades around the football field and workshop (waiting on approvals)

**FINANCIAL & RESOURCE IMPLICATIONS**

All Engineering projects are operating within allocated 2024/25 budgets.

**RECOMMENDATION**

That Council receive and note the Engineering division report for March 2025.

**20 GENERAL BUSINESS**

20.1 Leasing and licencing - Office space

**21 CONFIDENTIAL REPORTS**

Nil

**22 NEXT MEETING**

23 April 2025

**23 CLOSURE**